



**JOINT MEETING OF THE CONFIRE BOARD OF DIRECTORS
AND
ADMINISTRATIVE COMMITTEE
WEDNESDAY, FEBRUARY 28, 2024 – 1:30 PM
LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA**

AGENDA

The Joint Meeting of the CONFIRE Board of Directors and Administrative Committee is scheduled for Wednesday, February 28, 2024, in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

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

The Public Comment portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the Board of Directors or Administrative Committee at this time; however, the Board/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 Board of Directors or Administrative Committee.

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

OPENING

- a. Call to order
- b. Flag Salute

ROLL CALL - BOARD OF DIRECTORS

ROLL CALL - ADMINISTRATIVE COMMITTEE

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CLOSED SESSION

1. Review and update anticipated Litigation - Significant exposure to litigation to Government Code section 4596.9(b): AMR Lawsuit
2. Conference with Real Property Negotiator - Government Code section 54956.8 Ch. VI CONFIRE Negotiator - Nathan Cooke, County of San Bernardino - Valley Dispatch Center

BOARD OF DIRECTORS CONSENT ITEMS

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

- [3.](#) Approve the Board of Directors Minutes of December 11, 2023
- [4.](#) CONFIRE Operations Statement as of January 31, 2024
- [5.](#) Fund Balance Report as of January 31, 2024
- [6.](#) 2024 YTD Call Summary
- [7.](#) YTD Answering Times
- [8.](#) Billable Incidents
- [9.](#) Call Processing Time Analysis January 2024
- [10.](#) EMD-ECNS Performance Standards - January 2024
- [11.](#) 2023 Final SAS114 Letter
- [12.](#) 2023 Final Report

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

- a. County Clarification Project Update - Mike Bell
- b. Governance Sub-Committee Update - Director Dupper

OLD BUSINESS

NEW BUSINESS

- [13.](#) Additional Positions - **ACTION ITEM**
- [14.](#) Mid-Year Budget Adjustment - **ACTION ITEM**
- [15.](#) Director Spending Authority - **ACTION ITEM**
16. Executive Director Search Committee - Request to appoint (2) Members of the Board to Serve on the Executive Director Selection Interview Panel - **ACTION ITEM**
17. Election of Officers: Section 12 of the Joint Powers Agreement requires that the Board elect officers (Chair-Vice Chair) each year - **ACTION ITEM**

ADMINISTRATIVE COMMITTEE CONSENT ITEMS

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

- [18.](#) Approve Administrative Committee Minutes of January 23, 2024
- [19.](#) CONFIRE Operations Statement as of January 31, 2024
- [20.](#) Fund Balance Report as of January 31, 2024
- [21.](#) 2024 YTD Call Summary
- [22.](#) YTD Answering Times
- [23.](#) Billable Incidents
- [24.](#) Call Processing Time Analysis January 2024
- [25.](#) EMD-ECNS Performance Standards - January 2024
- [26.](#) Revised CAD to CAD Agency Agreements

[27.](#) ICEMA Transport Provider Agreement

[28.](#) City of Redlands Agreement

[29.](#) Correction to Cisco Meraki Advance Security License Staff Report of 10/24/23

DIRECTOR REPORT

- a. Staffing Update
- b. EMD/ECNS
- c. City of Redlands Agreement
- d. ICEMA Agreement
- e. Surge Ambulance Update

COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates – Blessing Ugbo
- b. Ops Chief Committee Report – Chief Barreda
- c. CAD to CAD – Mike Bell
- d. EMS Subsidiary Committee Update - Chief Joe Barna
- e. Search Committee Update

OLD BUSINESS

NEW BUSINESS

[30.](#) CVIFD Agreement for Nathan Cooke - **ACTION ITEM**

[31.](#) CVIFD Agreement for Dean Smith - **ACTION ITEM**

[32.](#) CVIFD Agreement for Leslie Parham - **ACTION ITEM**

[33.](#) AP Triton Agreement - **ACTION ITEM**

[34.](#) Teamster's MOU - Nathan Cooke - **ACTION ITEM**

[35.](#) Establish the Annual Charges Subsidiary Committee - **ACTION ITEM**

[36.](#) EMS Division Logo - Nathan Cooke - **ACTION ITEM**

ROUND TABLE

CLOSED SESSION

- 37. Review and update anticipated Litigation - Significant exposure to litigation to Government Code section 4596.9(b): AMR Lawsuit

ADJOURNMENT

NEXT MEETING: To be determined.

POSTING:

This is to certify that on Thursday, February 22, 2024, I posted a copy of the agenda:

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

 /s/ Liz Berry

Liz Berry
Administrative Secretary I



BOARD OF DIRECTORS MEETING

MONDAY, DECEMBER 11 – 9:00 A.M.

LOMA LINDA-EOC, 25541 BARTON RD., LOMA LINDA

MINUTES

ROLL CALL

BOARD OF DIRECTORS COMMITTEE MEMBERS:

Chair – Lynne Kennedy, Mayor Pro Tem – City of Rancho Cucamonga

Vice Chair – Phill Dupper, Mayor – City of Loma Linda

Dan Leary, Board President – Apple Valley Fire Protection District

John DeMonaco, Board Member – Chino Independent Fire District

John Echevarria, Council Member – City of Colton- *Absent/Arrived during closed session.*

Denise Davis, Council Member – City of Redlands

Andy Carrizales, Mayor Pro Tem – City of Rialto

Joe Baca, Jr., 5th District Supervisor – San Bernardino County

Elizabeth Becerra, Council Member – City of Victorville – *Arrived at 9:12 a.m.*

CALL TO ORDER

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

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Board of Directors (Limited to 30 minutes; 3 minutes allotted for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require Board Member abstentions due to conflict of interests and financial interests. CONFIRE Board of Director 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 Board of Directors. An item may be removed by a Board Member or member of the public for discussion and appropriate action.

1. Approve the Board of Directors Minutes of May 30, 2023
2. FY22-23 CONFIRE Operations Statement
3. FY 2022-23 Fund Balance Report

4. 2023 YTD Call Summary
5. YTD Answer Times
6. Billable Incidents
7. Call Processing Time Analysis
8. EMD – ECNS Performance Standards
9. Resolution 2023-06: Resolution authorizing application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self-Insure Workers' Compensation Liabilities

ACTION REQUEST: The Administrative Committee requests the Board accept and approve consent item 1.

ACTION: *The CONFIRE Board of Directors accepts and approves consent item 1*

Motion by: *Phill Dupper*

Second: *Joe Baca, Jr.*

Lynne Kennedy – Yes

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Absent

Denise Davis – Abstain

Andy Carrizales – Yes

Elizabeth Becerra - Absent

Ayes: 6

Noes: 0

Abstain: *Denise Davis due to absence on May 30th meeting.*

Absent: *2, John Echevarria and Elizabeth Becerra*

Motion Approved

ACTION REQUEST: The Administrative Committee requests the Board accept and approve consent items 2 thru 9.

ACTION: *The CONFIRE Board of Directors accepts and approves consent items 2 - 9.*

Motion by: *Phill Dupper*

Second: *Joe Baca, Jr.*

Lynne Kennedy – Yes

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Absent

Denise Davis – Yes

Andy Carrizales – Yes

Elizabeth Becerra - Absent

Ayes: 7

Noes: 0

Abstain: 0

Absent: 2, *John Echevarria and Elizabeth Becerra*

Motion Approved

UPDATE ON CONFIRE ACTIVITIES – CONFIRE Director to give an update on the various activities within CONFIRE.

- a. Staffing
- b. EMD
- c. ECNS
- d. County Clarification Sub-Committee Update – Chief McHargue
- e. Executive Director Search Committee Update – Chief McCliman

OLD BUSINESS

NEW BUSINESS

10. CONFIRE/County of San Bernardino Ground Ambulance Agreement – **ACTION ITEM**

ACTION REQUEST: The CONFIRE Administrative Committee requests the CONFIRE Board of Directors accept and file the executed agreement between the County of San Bernardino and CONFIRE for Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County.

ACTION: *The CONFIRE Board of Directors accepts the executed agreement between the County of San Bernardino and CONFIRE for Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County.*

Motion by: *Elizabeth Becerra*

Second: *Phill Dupper*

Lynne Kennedy – Yes

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Absent

Denise Davis – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1, *John Echevarria*

Motion Approved

11. Priority/CONFIRE Sub-Contractor Agreement Addendum - **ACTION ITEM**

ACTION REQUEST: It is recommended that the CONFIRE Board of Directors authorize the Interim Director to sign and execute the amended agreement between Priority Ambulance and CONFIRE authorizing Priority Ambulance to provide sub-contracting services for the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract.

The Board of Directors (BOD) previously approved an agreement between Priority Ambulance and CONFIRE to authorize Priority to provide sub-contracting services for the County of San Bernardino Ground Ambulance contract, on February 22, 2022.

In order for CONFIRE to be a responsive proposer to the County Ground Ambulance contract, it was important to secure a sub-contractor agreement with Priority Ambulance prior to submitting our proposal. That agreement covered the general terms related to the types of services that would be provided by Priority Ambulance and did not include the associated cost because the terms of the County contract were not solidified at that time.

As a result of our submission, the County of San Bernardino has awarded CONFIRE the Ground Ambulance Services Agreement, which spells out the terms and conditions that will need to be met by CONFIRE and Priority Ambulance, as our sub-contractor.

As a result of the award, Priority and CONFIRE had to amend the previously approved agreement to include the updated requirements and cost associated with the final Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County, contract.

ACTION: *The CONFIRE Board of Directors authorizes the Interim Director to sign and execute the amended agreement between Priority Ambulance and CONFIRE authorizing Priority Ambulance to provide sub-contracting services for the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract.*

Motion by: *Phill Dupper*

Second: *Andy Carrizales*

Lynne Kennedy – Yes

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Absent

Denise Davis – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1, John Echevarria

Motion Approved

12. Loan from the City of Ontario – **ACTION ITEM**

ACTION REQUEST: The CONFIRE Administrative Committee recommends the CONFIRE Board of Directors authorize the Chairperson to sign and execute a loan from the City of Ontario in the amount of \$20,000,000.

The loan will be used by the EMS Division to fund the startup cost related to hiring support staff and the respective personnel salaries, as well as the cost associated with the first 90-days of operations for the County of San Bernardino Ground Ambulance contract.

CONFIRE staff were directed by the CONFIRE Administrative Committee to research the different types of loans and payment structures that may be available. After an exhaustive search utilizing the California Special Districts Association and Oppenheimer and Co. Inc. services and expertise, it is recommended that CONFIRE accept the loan from the City of Ontario due to the rate structure, interest rate, payment structure, and loan terms.

ACTION: *The CONFIRE Board of Directors authorizes the Chairperson to sign and execute a loan from the City of Ontario in the amount of \$20,000,000.*

Motion by: *Joe Baca, Jr.*

Second: *Elizabeth Becerra*

Lynne Kennedy – Yes

Phill Dupper - Yes

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Absent

Denise Davis – Yes

Andy Carrizales – Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1, John Echevarria

Motion Approved

13. Reclassification of Positions – **ACTION ITEM**

ACTION REQUEST: The CONFIRE Administrative Committee recommends that the CONFIRE Board of Directors approve the reclassification of the following positions because CONFIRE has been awarded the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County Contract.

Deputy Director – Deputy Executive Director
 Chief Financial Officer – Finance/Administrative Service Director
 Assistant Manager – Communications Manager
 MIS Supervisor – MIS Director

These reclassifications are vital to the overall success of the implementation and maintenance of the ambulance contract. CONFIRE is now responsible for one of the largest ambulance contracts in California and will need to reclassify these positions so the additional duties and responsibilities will be handled.

The (4) reclassifications will cost approximately \$650,622.71 annually. These reclassifications will be funded by the EMS Division and the revenue generated from the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract.

ACTION: *The CONFIRE Board of Directors approves the reclassification of the following positions due to CONFIRE being awarded the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract.*

*Deputy Director – Deputy Executive Director
 Chief Financial Officer – Finance/Administrative Service Director
 Assistant Manager – Communications Manager
 MIS Supervisor – MIS Director*

Motion by: *Joe Baca, Jr.*

Second: *Elizabeth Becerra*

Lynne Kennedy – Yes

Phill Dupper - Yes

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Absent

Denise Davis – Yes

Andy Carrizales – Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1, *John Echevarria*

Motion Approved

14. Additional CONFIRE Positions – **ACTION ITEM**

ACTION REQUEST: The CONFIRE Administrative Committee recommends that the CONFIRE Board of Directors approve the addition of the following positions to CONFIRE because CONFIRE was awarded the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract:

Executive Director
 Purchasing/Buyer
 Clerk of the Board of Directors
 Emergency Medical Dispatch Coordinator
 Fiscal/Budget/Contract Manager
 Executive Assistant

These additional positions are vital to the overall success of the implementation and maintenance of the ambulance contract. CONFIRE is now responsible for one of the largest ambulance contracts in California and will need additional personnel to take on the additional duties and responsibilities accordingly.

The (6) additional positions will cost approximately \$1,433,605.10 annually. These positions will be funded by the EMS Division and the revenue generated from the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for exclusive Operating Areas in San Bernardino County contract.

ACTION: *The CONFIRE Board of Directors approves the addition of the following positions to CONFIRE because CONFIRE was awarded the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract:*

*Executive Director
 Purchasing/Buyer
 Clerk of the Board of Directors
 Emergency Medical Dispatch Coordinator
 Fiscal/Budget/Contract Manager
 Executive Assistant*

Motion by: *Phill Dupper*

Second: *Andy Carrizales*

Lynne Kennedy – Yes

Dan Leary – Yes

John DeMonaco - Yes

John Echevarria – Absent

Denise Davis – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1, *John Echevarria*

Motion Approved

15. Governance Sub-Committee – **ACTION ITEM**

ACTION REQUEST: It is recommended that the CONFIRE Board of Directors appoint an ad hoc sub-committee, that includes members of the Board of Directors and the CONFIRE Administrative Committee, to discuss and explore options related to the possibility of restructuring the governance of CONFIRE.

It is recommended that the sub-committee appoint a chairperson and be referred to as the CONFIRE Governance Sub-Committee.

CONFIRE is comprised of many local government agencies that have distinctive differences in size, location, complexities, and services that create unique challenges and also offer novel solutions.

Over the past thirty years, CONFIRE has grown immensely and has expanded its scope of services. These significant changes have highlighted the need to ensure that CONFIRE's governance model remains relevant, updated and follows best practices that are in line with industry standards.

As CONFIRE continues to expand its scope, reach, and services provided, it is imperative that the governance model is equipped to handle the current and future load. This can only be achieved through exploration and research that would likely entail in-depth analysis.

There is no fiscal impact.

ACTION: *The CONFIRE Board of Directors appoints Phill Dupper, John DeMonaco, Elizabeth Becerra, and John Echevarria to the ad hoc sub-committee to discuss and explore options related to the possibility of restructuring the governance of CONFIRE.*



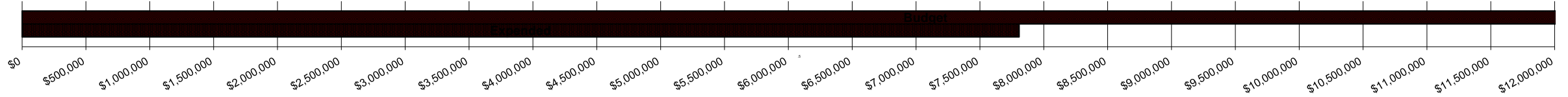
OPERATIONS FUND 5008
Audited MONTHLY SUMMARY FY 2023-24

Transactions thru January 31, 2024

Item 4.

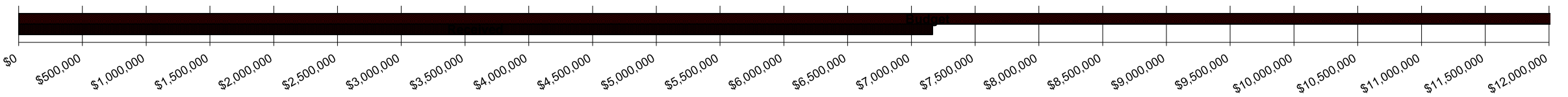
Expenditures	3 PP												Total YTD Expended	2023/24 Budget	Bud - Exp Difference	% Used
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June				
Salary/Benefits	603,081	499,711	578,886	653,923	856,459	595,259	569,706	-	-	-	-	-	4,357,026	9,316,661	\$4,959,635	46.8%
Overtime/Call Back	32,907	27,470	29,306	29,115	41,389	29,258	28,476	-	-	-	-	-	217,921	46,000	-\$171,921	473.7%
Phone/Circuits/Internet	16,340	31,491	40,356	35,047	34,404	35,143	41,955	-	-	-	-	-	234,735	450,337	\$215,602	52.1%
County IS/Data Services/Counsel	12,596	(3,443)	3,407	4,008	1,603	1,218	2,054	-	-	-	-	-	21,443	61,926	\$40,483	34.6%
Radio/Pager, Console Maint	-	46,538	41,673	41,701	41,701	42,357	43,108	-	-	-	-	-	257,078	534,989	\$277,911	48.1%
Computer Software	53,355	1,193,865	44,997	21,357	8,484	398,062	417,700	-	-	-	-	-	2,137,820	2,379,133	\$241,313	89.9%
Computer Hardware	-	96	744	8,547	186	(8,553)	119	-	-	-	-	-	1,138	15,250	\$14,112	7.5%
Office Exp/Copier Lease	3,126	7,624	2,338	4,347	6,451	4,801	7,164	-	-	-	-	-	35,851	111,795	\$75,944	32.1%
Insurance/Auditing	128,891	12,535	-	27,864	12,000	2,163	8,792	-	-	-	-	-	192,245	169,122	(\$23,123)	113.7%
Payroll/HR/Medical Director	4,917	72,091	46,583	31,657	23,585	18,939	36,357	-	-	-	-	-	234,129	688,514	\$454,385	34.0%
Travel/Training	3,549	(1,158)	3,446	684	845	2,697	1,204	-	-	-	-	-	11,267	95,000	\$83,733	11.9%
Auto/Structure/Fuel	-	1,388	1,582	1,555	1,474	1,872	1,776	-	-	-	-	-	9,647	59,232	\$49,585	16.3%
Other/HDGC Rent/Equip Trans	15,510	8,620	14,134	14,523	27,646	1,864	14,547	-	-	-	-	-	96,844	221,035	\$124,191	43.8%
Total	874,271	1,896,828	807,452	874,329	1,056,227	1,125,080	1,172,956	-	-	-	-	-	7,807,143	14,148,994	\$6,341,851	55.2%

% Fiscal Year Passed 58.3%



Revenue	3 PP												Received	Budget	Difference	% Rcvd
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June				
Services	-	3,466,357	-	-	3,503,537	-	26	-	-	-	-	-	6,969,921	14,255,214	\$7,285,293	49%
Interest	37,546	(37,546)	-	38,217	-	-	39,707	-	-	-	-	-	77,924	-	(\$77,924)	
Other	-	103,433	-	14,179	-	-	-	-	-	-	-	-	117,611	-	(\$117,611)	
Total	37,546	3,532,244	-	52,396	3,503,537	-	39,733	-	-	-	-	-	7,165,456	14,255,214	\$7,089,758	50%

% Fiscal Year Passed 58.3%





FY 2023-2024
Audited Fund Balance Report
as of January 31, 2024

Operations Fund (5008)

Unaudited Fund Balance 7/1/23		\$ 3,906,214
Revenue	7,165,456	
Expenditures	(7,807,143)	
	Net	(641,687)
	Net Transfers In/Out	-
	Total Fund Balance	\$ 3,264,527

**FY 2023-24 Operating costs 10% is \$1,425,877 Per Board Policy*

Equipment Reserve Fund (5009)

Unaudited Fund Balance 7/1/23		\$ 2,329,317
Revenue	388,415	
Expenditures	(504,353)	
	Net	(115,938)
	Total Fund Balance	\$ 2,213,379

General Reserve Fund (5010)

Unaudited Fund Balance 7/1/23		\$ 6,450,620
Revenue	507,017	
Expenditures	(608,839)	
Grant Funds Due to CAD to CAD	-	
	Net	(101,822)
	Total Fund Balance	\$ 6,348,798.03

Restricted Fund Balance

Reserve for CIP	3,000,000	
EMD Optimization (ECNS) Project	-	
	Net Committed	3,000,000
	Available Fund Balance	\$ 3,348,798

**FY 2023-24 Operating costs 25% is \$3,564,692*

Term Benefits Reserve Fund (5011)

Unaudited Fund Balance 7/1/23		\$ 1,854,273
Revenue	287,499	
Expenditures	(47,515)	
	Net	239,984
	Net Transfers In/Out	-
	Total Fund Balance	\$ 2,094,257




**FY 2023-2024
Audited Fund Balance Report
as of January 31, 2024**

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

Unaudited Fund Balance 7/1/23		\$	315,785
Revenue	11,579		
Expenditures	<u>(9,262)</u>		
	Net		2,317
	Net Transfers In/Out		-
Total Fund Balance		\$	<u>318,102</u>

Emergency Medical Service Division Enterprise Fund (5020)

Unaudited Fund Balance 7/1/23		\$	1,124,165
Revenue	24,050		
Expenditures	<u>(45,015)</u>		
	Net		(20,965)
	Net Transfers In/Out		-
Available Fund Balance		\$	<u>1,103,200</u>



Call Summary

CONFIRE/Comm Center

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

Year: 2024

From: 1/1/2024

To: 1/31/2024

Period: Month

Group:

Call Type: All

Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-24	18354	22	18376	0.12%	11742	359	12101	14670	5227	83	19980	50457	121.2
2024 Totals	18354	22	18376	0.12%	11742	359	12101	14670	5227	83	19980	50457	121.2
2023 Totals	17428	41	17469	0.23%	11753	374	12127	14651	4522	104	19277	48873	101.8



PSAP Answer Time

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

Month - Year: 1/1/2024 - 1/31/2024
 Agency Affiliation: Fire

From: 1/1/2024
 To: 1/31/2024
 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 2024 Total	17,259	487	188	319	75	45	3	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
Year to Date 2024 Total	17,259	487	188	319	75	45	3	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
Year to Date 2023 Total	16,325	465	252	329	71	27	0	17,469
% answer time ≤ 10 seconds	93.45%	2.66%	1.44%	1.88%	0.41%	0.15%	0.00%	100.00%
% answer time ≤ 15 seconds	96.11%							
% answer time ≤ 40 seconds	99.44%							

CONFIRE Billable Incidents

Period: 01/01/2024 thru 01/31/2024

Jurisdiction	# of Incidents	% of Total
San Bernardino County	11,243	53.10%
VictorvilleFD	1,902	8.98%
RanchoCucamonga	1,562	7.38%
ChinoValleyFD	1,190	5.62%
AppleValley	1,081	5.11%
Rialto	1,005	4.75%
Redlands	978	4.62%
Colton	643	3.04%
MontclairFD	425	2.01%
Big Bear Fire	423	2.00%
Loma Linda	385	1.82%
San Manuel FD	199	0.94%
Baker Ambulance	74	0.35%
Running Springs	33	0.16%
Road Department	32	0.15%
Total	21,175	100%
BDC Division	# of Incidents	% of Total
East Valley	3,924	34.90%
Fontana	1,861	16.55%
Valley	1,586	14.11%
Hesperia	1,051	9.35%
North Desert	994	8.84%
South Desert	982	8.73%
Adelanto	430	3.82%
Mountain	399	3.55%
Hazmat	16	0.14%
Total	11,243	100%

CONFIRE 911 Call Processing Time Analysis

January 2024



January 2024

Contents

Call Answering Time from Primary PSAP 2

Emergency Call Processing..... 3

EMS Call Processing 4

Fire/Rescue Related Calls 8

Figures

Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center. 2

Figure 2: CONFIRE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System. 3

Figure 3: EMS Call Pickup to First Unit Assigned. Includes all Emergency Call Types, and Calls With and Without Determinant Codes. 4

Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes. 5

Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes. 6

Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code. 7

Figure 7: Fire/Rescue Call Pickup to First Unit Assigned..... 8

Figure 8: Fire/Rescue Call Pickup to Queue. 9

Figure 9: Fire/Rescue Queue to First Unit Assigned.....10

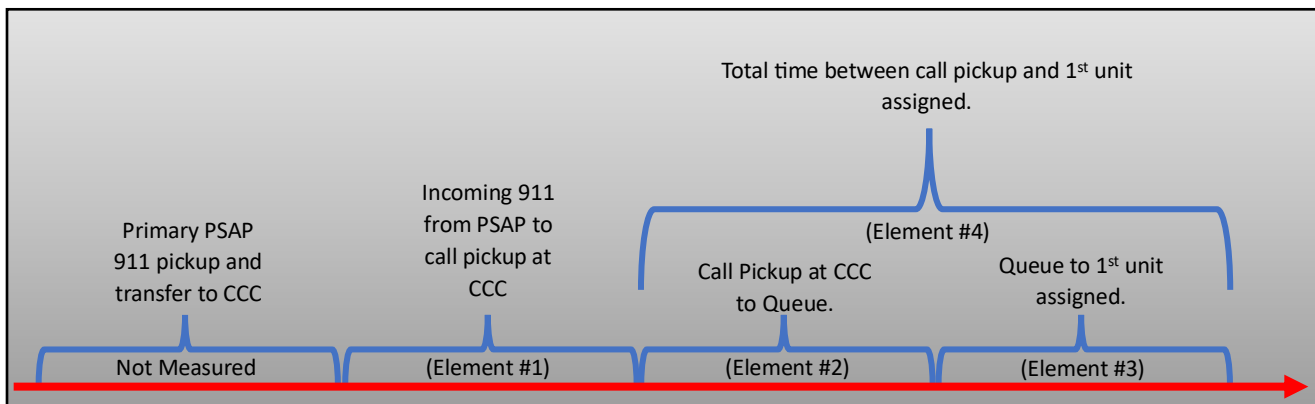
CONFIRE Emergency Call Processing Times.

January 2024

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

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

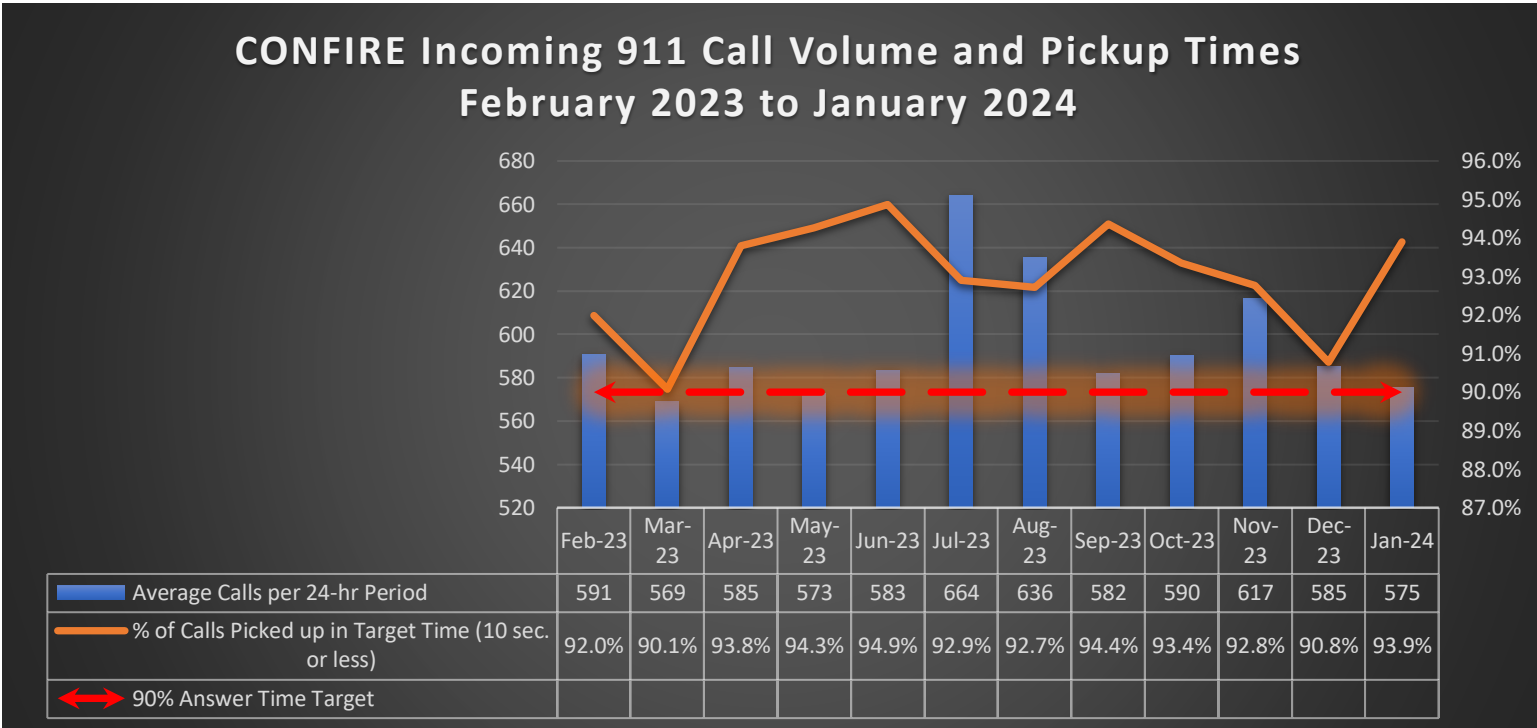
Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.



Call Answering Time from Primary PSAP

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

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



Emergency Call Processing

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

EMS Call Processing

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

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

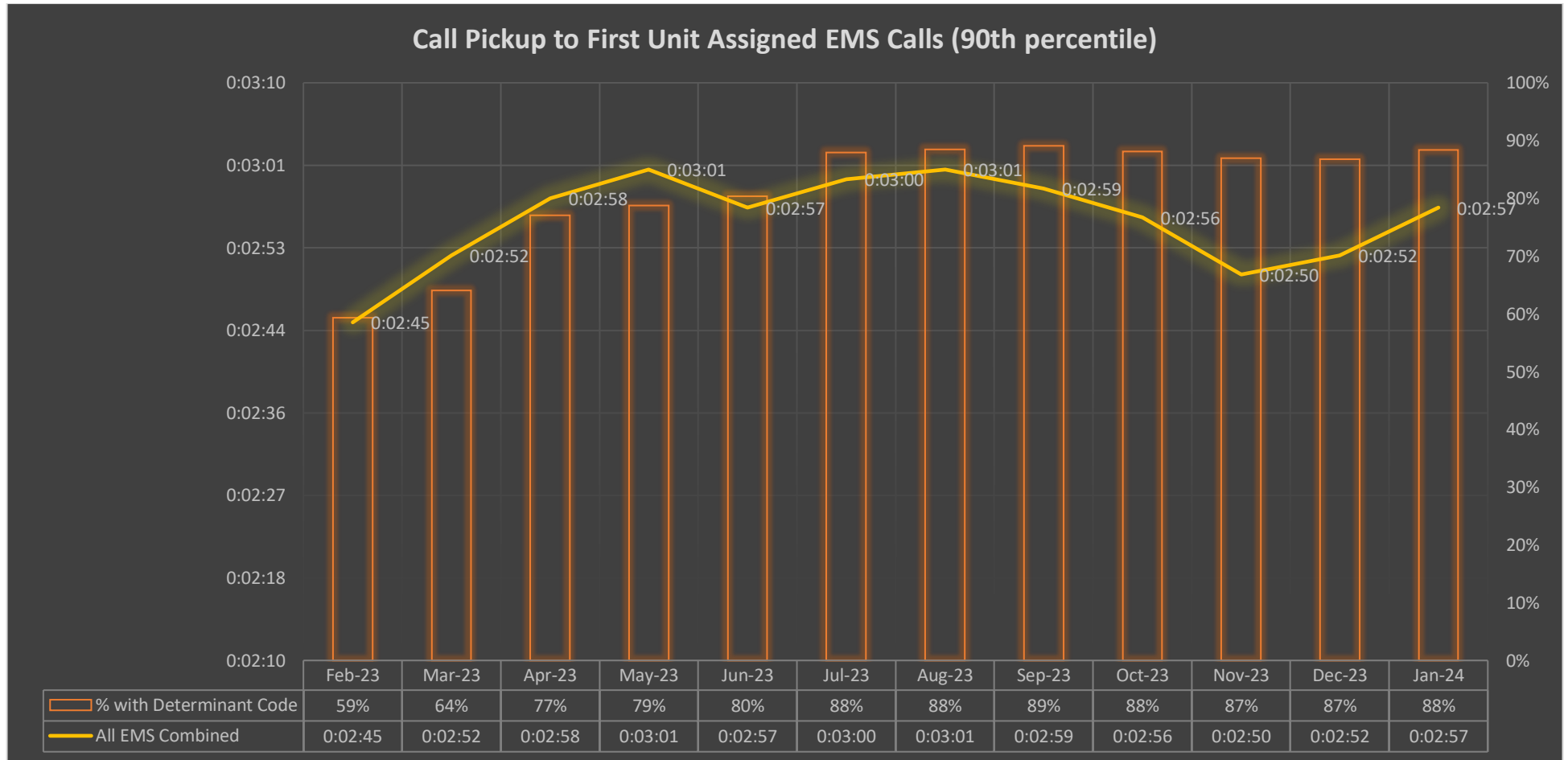


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

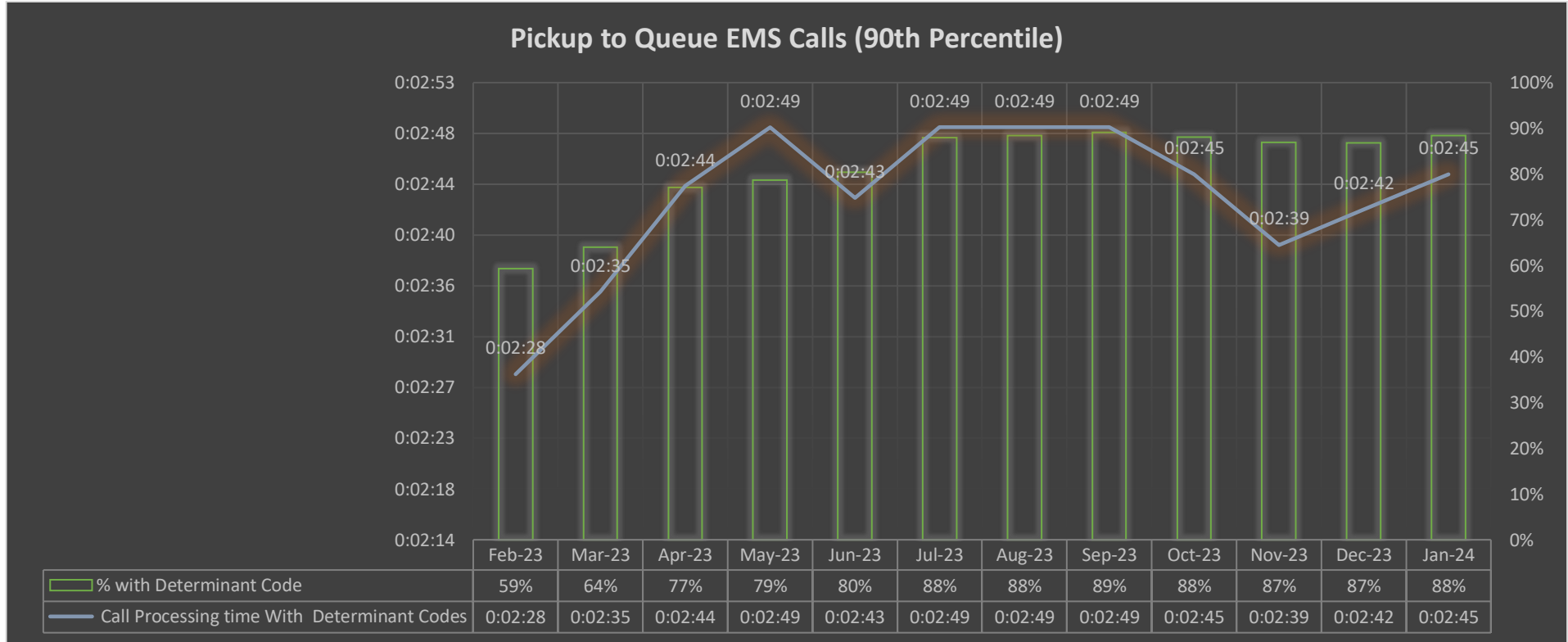


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

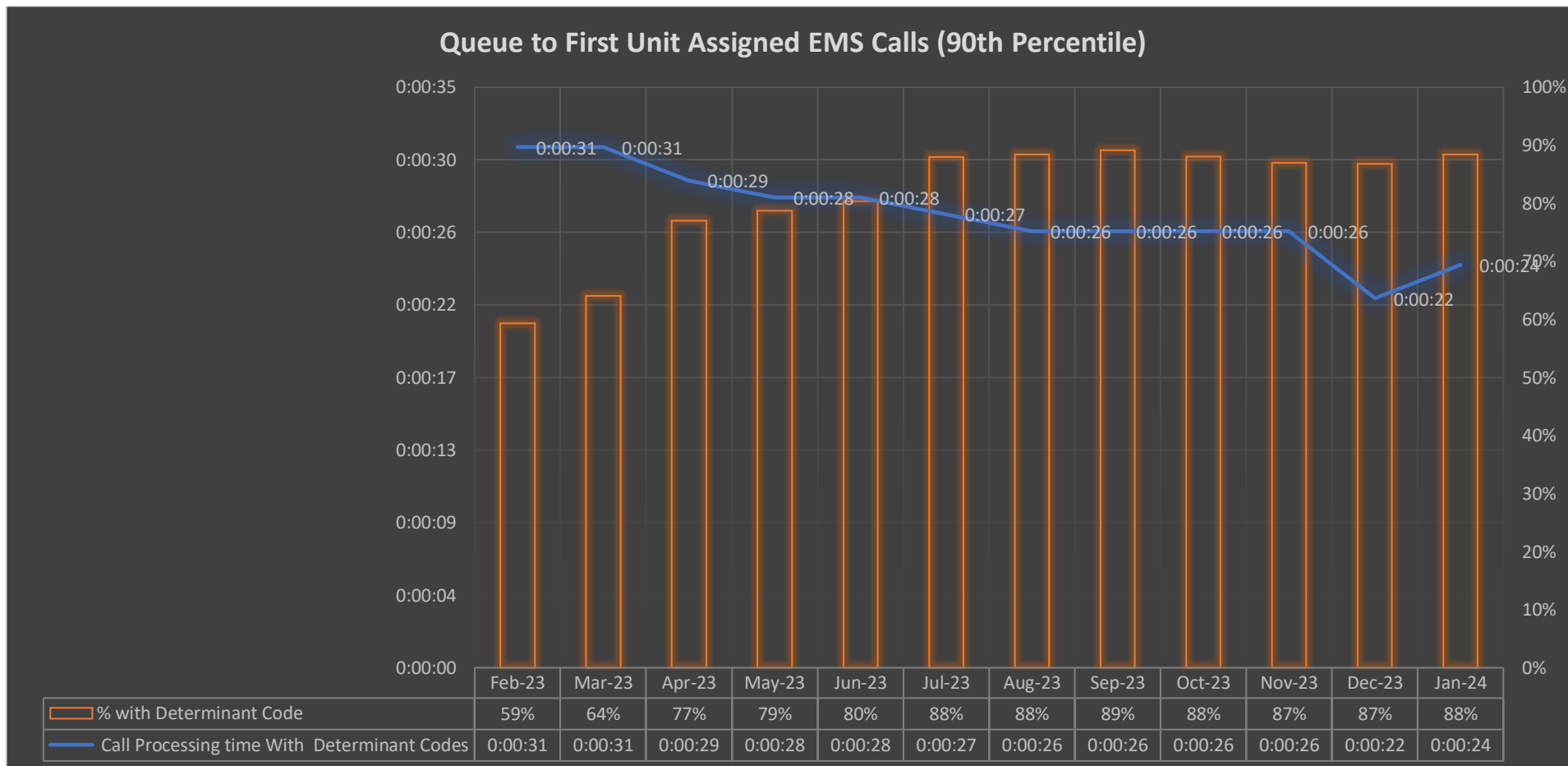
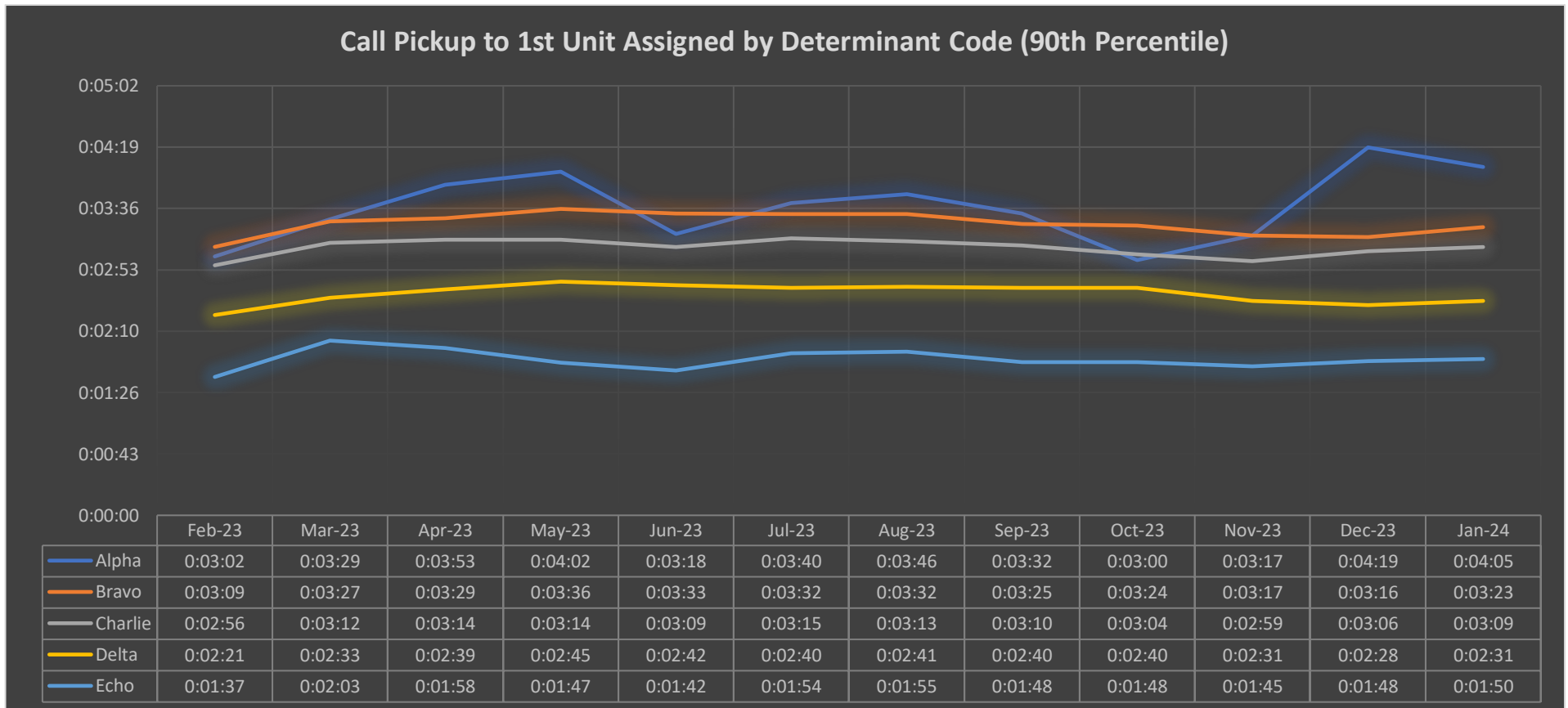


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



Fire/Rescue Related Calls

Fire/Rescue related calls include all CAD problem codes that reference specific fire types as well as technical rescue and Haz-mat calls. The count of both emergency and non-emergency (per NFPA recommendations) fire related calls are included. However, the call processing times only include emergency call types.

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

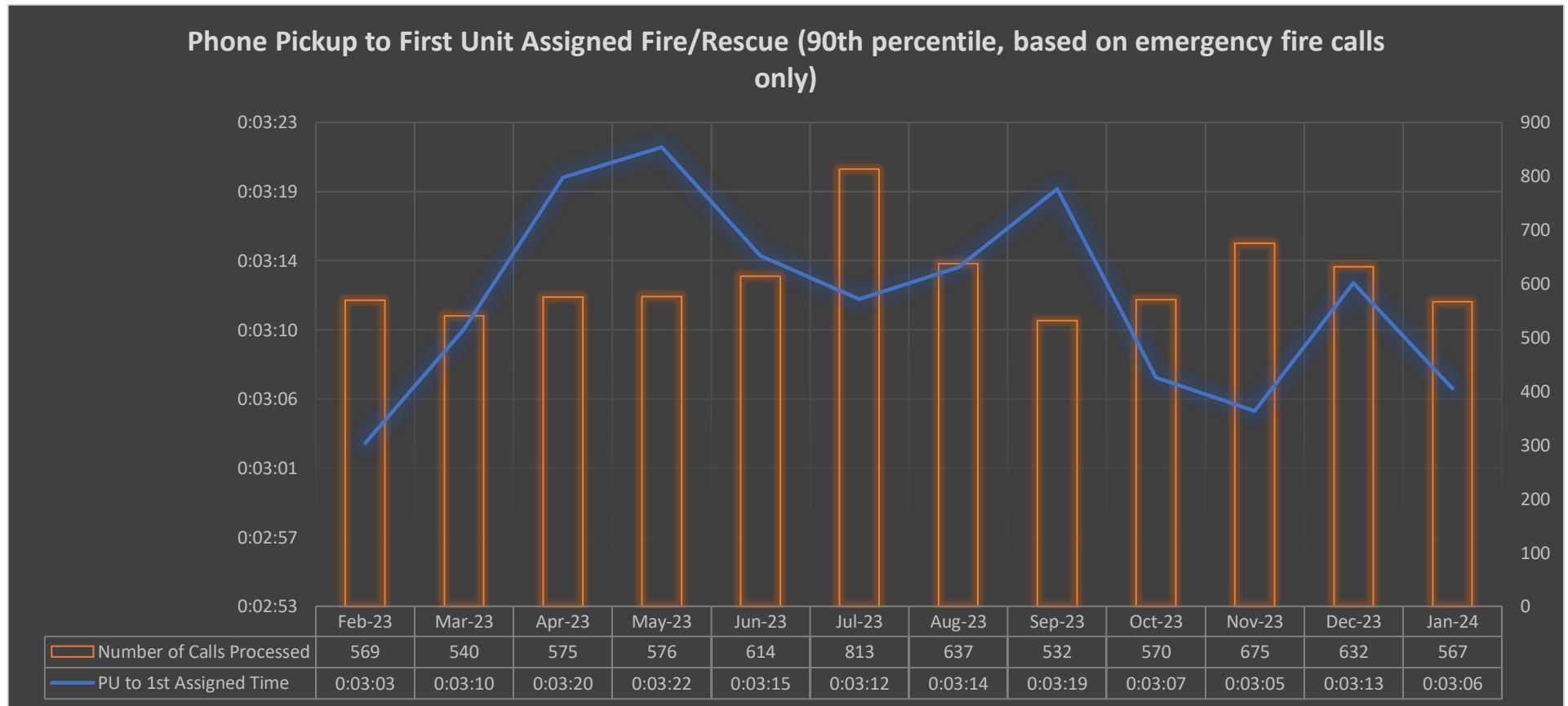


Figure 8: Fire/Rescue Call Pickup to Queue.

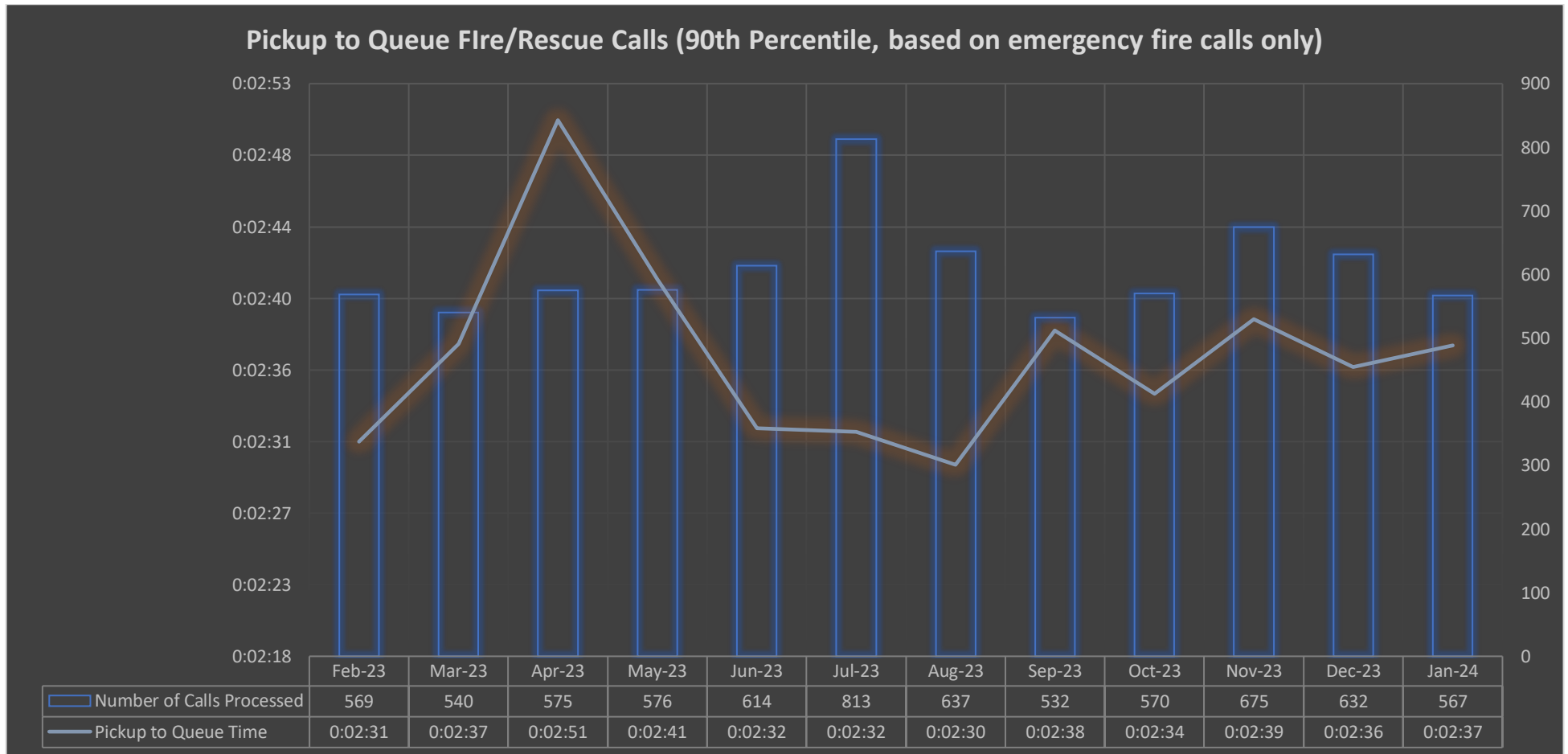


Figure 9: Fire/Rescue Queue to First Unit Assigned.

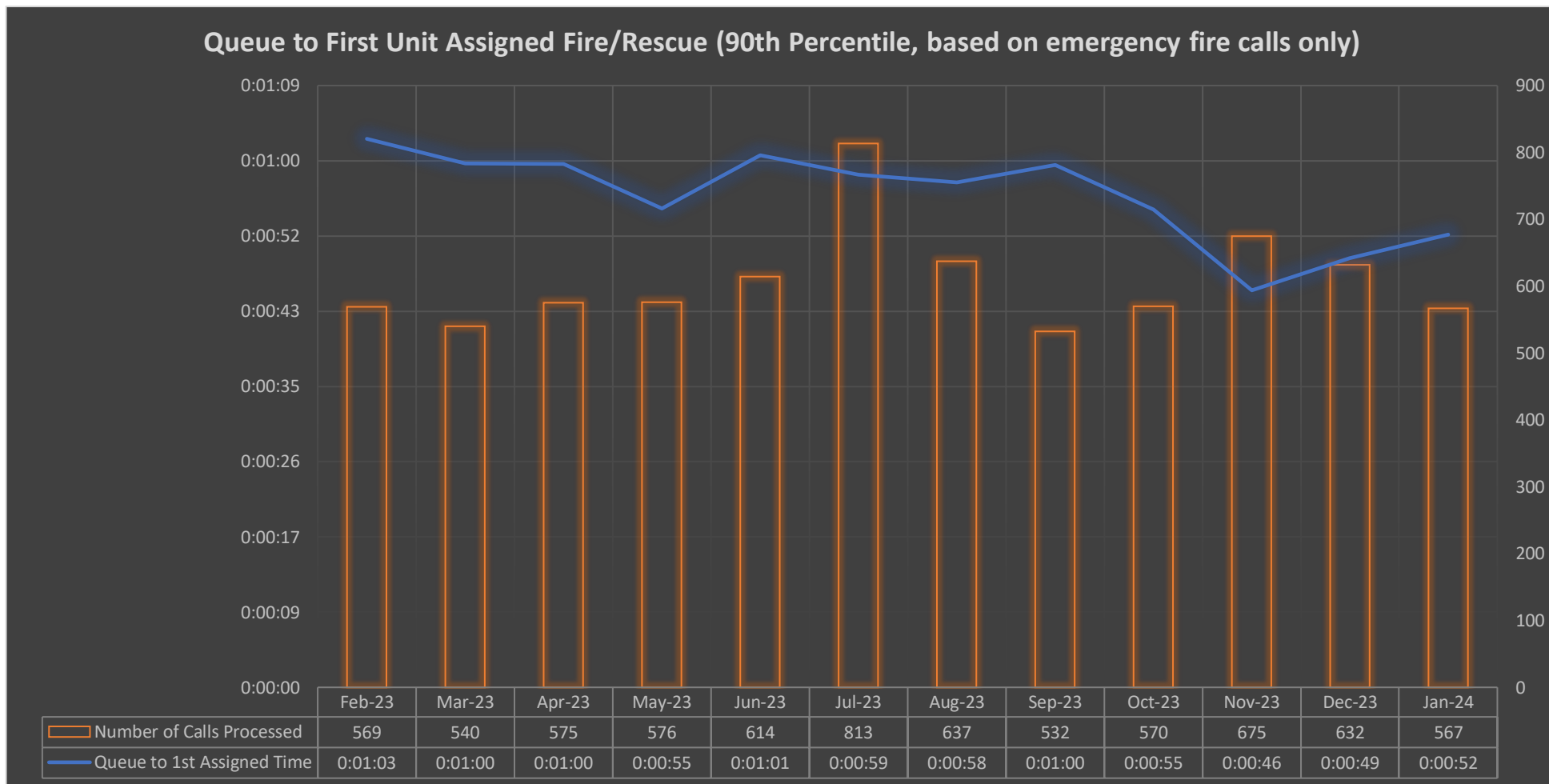


Table 1: EMS 911 calls for service and EMD completion for January 2024

Total Emergency EMS Calls Processed	17,278
Total EMS Calls with Determinant Code	12,791

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

Total Calls Eligible for ECNS:	1,268
% of Eligible EMS Calls Transferred to ECNS	32.3%



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February 6, 2024

To the Board of Directors
Consolidated Fire Agencies
Rialto, California

PARTNERS

Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradferd A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST
Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Brenda L. Odle, CPA, MST (Partner Emeritus)

We have audited the financial statements of the Consolidated Fire Agencies (the Agency) as of and for the year ended June 30, 2023, and have issued our report thereon dated February 6, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

MANAGERS / STAFF

Seong-Hyea Lee, CPA, MBA
Evelyn Morentin-Barcena, CPA
Veronica Hernandez, CPA
Laura Arvizu, CPA
John Maldonado, CPA, MSA
Julia Rodriguez Fuentes, CPA, MSA
Demi Hite, CPA
Jeffrey McKennan, CPA

As communicated in our engagement letter dated April 14, 2023, our responsibility, as described by professional standards, is to form and express opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Agency solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

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Quality Center*

California Society of
Certified Public Accountants

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.



Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Significant Risks

We have identified the possibility of the following significant risks:

Management's override of internal controls over financial reporting – Management override of internal controls is the intervention by management in handling financial information and making decisions contrary to internal control policy.

Revenue recognition – Revenue recognition is a generally accepted accounting principle that refers to the conditions under which an entity can recognize a transaction as revenue. Auditing standards indicate that recognizing revenue is a presumed fraud risk and usually classified as a significant risk in most audits.

These significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although identified as significant risks, we noted no matters of management override of controls or deviations from generally accepted accounting principles which caused us to modify our audit procedures or any related matters which are required to be communicated to those charged with governance due to these identified risks.

Qualitative Aspects of the Agency's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Agency is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of capital asset depreciation is based on historical estimates of each capitalized item's useful life. We evaluated the key factors and assumptions used to develop the estimated useful lives and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the net pension liability and related deferred outflows and deferred inflows of resources is based on actuarial reports provided by independent actuaries. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Agency's financial statements relate to:

The disclosure of fair value of investments in the financial statements represents amounts susceptible to market fluctuations.

The disclosure of accumulated depreciation in the financial statements is based on estimated useful lives which could differ from actual useful lives of each capitalized item.

The disclosure of net pension liability and related deferred outflows and deferred inflows of resources in the financial statements is based on actuarial assumptions. Actual future liabilities may vary from disclosed estimates.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has accepted all identified misstatements. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. These material misstatements were brought to the attention of, and accepted by, management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Agency's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated February 6, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Agency, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the Agency, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Agency's auditors.

This report is intended solely for the information and use of the Board of Directors, and management of the Agency and is not intended to be and should not be used by anyone other than these specified parties.

Rogers, Anderson, Malody & Scott, LLP.

February 6, 2024
San Bernardino, California



Colton Fire Department
Loma Linda Fire Department
Rancho Cucamonga Fire Protection District
Redlands Fire Department
Rialto Fire Department
San Bernardino County Fire Protection District
Victorville Fire Department

Consolidated Fire Agencies
1743 W. Miro Way, Rialto, CA 92376-8630
Phone 909-356-2302 Fax 909-356-3809

February 6, 2024

Rogers, Anderson, Malody & Scott, LLP

This representation letter is provided in connection with your audit of the basic financial statements of Consolidated Fire Agencies (CONFIRE) as of June 30, 2023 and for the fiscal year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, and results of operations of the various opinion units of CONFIRE in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of February 6, 2024:

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 05, 2023, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.

BOARD OF DIRECTORS

<i>Dan Leary.... Apple Valley</i>	<i>John DeMonaco.... Chino Valley</i>
<i>John Echevarria.... Colton</i>	<i>Phill Dupper.... Loma Linda</i>
<i>Lynne Kennedy.... Rancho Cucamonga</i>	<i>Denise Davis.... Redlands</i>
<i>Andy Carrizales.... Rialto</i>	<i>Joe Baca, Jr.... San Bernardino County</i>
<i>Elizabeth Becerra.... Victorville</i>	

- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments, GASB Statement No. 37, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus as amended, and GASB Statement No. 65, Items Previously Reported as Assets and Liabilities, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, non-spendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
- The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
- The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
- The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
- There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements. • With respect to the preparation of the financial statements, we have performed the following:
 - Made all management decisions and performed all management functions;
 - Assigned a competent individual to oversee the services;
 - Evaluated the adequacy of the services performed;
 - Evaluated and accepted responsibility for the result of the service performed; and

- Established and maintained internal controls, including monitoring ongoing activities.

Information Provided

- We have provided you with:
- Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
- Additional information that you have requested from us for the purpose of the audit; and
- Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management;
 - Employees who have significant roles in internal control; or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
- We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- CONFIRE has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which CONFIRE is contingently liable.
- We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, Accounting and Financial Reporting for Nonexchange Financial Guarantees, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.
- For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources

of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.

- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
- Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
- Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
- Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
- Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- CONFIRE has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- With respect to the required supplementary information in the financial statements described above:
- We acknowledge our responsibility for the presentation of the required supplementary information in accordance with accounting principles generally accepted in the United States of America.
- We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with applicable criteria.
- The methods of measurement of presentation have not changed from those used in prior periods.

Use of a Specialist

We agree with the findings of specialists (SBCERA) in evaluating our pension liability and related deferrals and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.



Nathan Cooke
Interim Director



Quang Leba
Interim Finance Director



CONSOLIDATED FIRE AGENCIES

**FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT**

JUNE 30, 2023



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

Table of Contents
June 30, 2023

	<u>Page</u>
Independent Auditor's Report	1
Financial Section:	
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	4
Statement of Activities	5
Fund Financial Statements	
Balance Sheet - Governmental Funds	6
Reconciliation of the Balance Sheet of the Governmental Fund to the Statement of Net Position	7
Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds	8
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities	9
Proprietary Funds	
Statement of Net Position	10
Statement of Revenues, Expenses and Changes in Fund Net Position	11
Statement of Cash Flows	12
Notes to the Basic Financial Statements	13
Required Supplementary Information	
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual:	
General Fund	34
CAD-to-CAD Special Revenue Fund	35
Schedule of Proportionate Share of the Net Pension Liability as of the Measurement Date	36
Schedule of Plan Contributions	37
Note to Required Supplementary Information	38
Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	39



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Independent Auditor's Report

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Jenny W. Liu, CPA, MST
Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Brenda L. Odle, CPA, MST (Partner Emeritus)

Board of Directors
Consolidated Fire Agencies (CONFIRE)
Rialto, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, and each major fund, of Consolidated Fire Agencies (the Agency), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund, of the Agency as of June 30, 2023, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

MANAGERS / STAFF

Seong-Hyea Lee, CPA, MBA
Evelyn Morentin-Barcena, CPA
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Responsibilities of Management for the Financial Statements

The Agency's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information and schedules as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 6, 2024, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
February 6, 2024

**Statement of Net Position
June 30, 2023**

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current assets:			
Cash and investments	\$ 14,827,417	\$ 1,120,574	\$ 15,947,991
Due from other governments	296,359	-	296,359
Interest receivable	121,743	3,591	125,334
Prepaid expenses	667,379	-	667,379
Total current assets	<u>15,912,898</u>	<u>1,124,165</u>	<u>17,037,063</u>
Non-current assets:			
Capital assets, net of accumulated depreciation	<u>2,209,757</u>	-	<u>2,209,757</u>
Total non-current assets	<u>2,209,757</u>	-	<u>2,209,757</u>
Total assets	<u>18,122,655</u>	<u>1,124,165</u>	<u>19,246,820</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension related	<u>3,231,297</u>	-	<u>3,231,297</u>
LIABILITIES			
Current liabilities:			
Accounts payable	193,116	-	193,116
Accrued liabilities	356,940	-	356,940
Due to other governments	39,207	-	39,207
Total current liabilities	<u>589,263</u>	-	<u>589,263</u>
Non-current liabilities:			
Compensated absences	467,427	-	467,427
Net pension liability	3,821,071	-	3,821,071
Total non-current liabilities	<u>4,288,498</u>	-	<u>4,288,498</u>
Total liabilities	<u>4,877,761</u>	-	<u>4,877,761</u>
DEFERRED INFLOWS OF RESOURCES			
Pension related	<u>947,715</u>	-	<u>947,715</u>
NET POSITION			
Net investment in capital assets	2,209,757	-	2,209,757
Unrestricted	13,318,719	1,124,165	14,442,884
Total net position	<u>\$ 15,528,476</u>	<u>\$ 1,124,165</u>	<u>\$ 16,652,641</u>

The accompanying notes are an integral part of the financial statements.

**Statement of Activities
For the Year Ended June 30, 2023**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental activities:							
Public safety	\$ 12,509,467	\$ -	\$ 13,724,505	\$ 666,963	\$ 1,882,001	\$ -	\$ 1,882,001
Total governmental activities	12,509,467	-	13,724,505	666,963	1,882,001	-	1,882,001
Business-type activities:							
Emergency medical services	-	124,192	-	-	-	124,192	124,192
Total business-type activities	-	124,192	-	-	-	124,192	124,192
Total primary government	\$ 12,509,467	\$ 124,192	\$ 13,724,505	\$ 666,963	1,882,001	124,192	2,006,193
General revenues:							
Investment income (loss)					240,187	(27)	240,160
Transfers in/(out):					(1,000,000)	1,000,000	-
Total general revenues and transfers					(759,813)	999,973	240,160
Change in Net Position					1,122,188	1,124,165	2,246,353
Net Position, Beginning					14,406,288	-	14,406,288
Net Position, Ending					\$ 15,528,476	\$ 1,124,165	\$ 16,652,641

The accompanying notes are an integral part of the financial statements.

**Balance Sheet
Governmental Funds
June 30, 2023**

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total Governmental Funds</u>
ASSETS			
Cash and investments	\$ 14,591,893	\$ 235,524	\$ 14,827,417
Due from other governments	224,987	71,372	296,359
Interest receivable	119,608	2,135	121,743
Prepaid expenses	660,625	6,754	667,379
	<u>660,625</u>	<u>6,754</u>	<u>667,379</u>
Total assets	<u>\$ 15,597,113</u>	<u>\$ 315,785</u>	<u>\$ 15,912,898</u>
LIABILITIES			
Accounts payable	\$ 193,116	\$ -	\$ 193,116
Accrued liabilities	356,940	-	356,940
Due to other governments	39,207	-	39,207
	<u>39,207</u>	<u>-</u>	<u>39,207</u>
Total liabilities	<u>589,263</u>	<u>-</u>	<u>589,263</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	191,103	48,702	239,805
	<u>191,103</u>	<u>48,702</u>	<u>239,805</u>
Total deferred inflows of resources	<u>191,103</u>	<u>48,702</u>	<u>239,805</u>
FUND BALANCE			
Nonspendable	660,625	-	660,625
Committed			
CAD to CAD System	-	267,083	267,083
Benefits reserve	1,854,273	-	1,854,273
Assigned			
Equipment replacement	2,329,317	-	2,329,317
Unassigned	9,972,532	-	9,972,532
	<u>9,972,532</u>	<u>-</u>	<u>9,972,532</u>
Total fund balance	<u>14,816,747</u>	<u>267,083</u>	<u>15,083,830</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 15,597,113</u>	<u>\$ 315,785</u>	<u>\$ 15,912,898</u>

The accompanying notes are an integral part of the financial statements.

**Reconciliation of the Balance Sheet of the Governmental Fund
to the Statement of Net Position
June 30, 2023**

Fund balance of the governmental funds	\$ 15,083,830
Net capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds	2,209,757
Deferred outflows and inflows of resources related to pensions have not been included in the governmental fund activity:	
Deferred outflows of resources	3,231,297
Deferred inflows of resources	(947,715)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:	
Compensated absences	(467,427)
Net pension liability	(3,821,071)
Revenues reported as unavailable revenue in the governmental funds are recognized in the Statement of Activities. These are classified as operating grants and contributions in the government-wide financial statements.	<u>239,805</u>
Net position of the governmental activities	<u><u>\$ 15,528,476</u></u>

The accompanying notes are an integral part of the financial statements.

**Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
For the Year Ended June 30, 2023**

	General Fund	Special Revenue Fund	Total Governmental Funds
REVENUES			
Contributions from agencies	\$ 13,663,817	\$ 60,688	\$ 13,724,505
Investment income	235,319	4,868	240,187
Intergovernmental - federal and state	401,740	560,400	962,140
Total revenues	<u>14,300,876</u>	<u>625,956</u>	<u>14,926,832</u>
EXPENDITURES			
Salaries and benefits	7,452,124	-	7,452,124
Services and supplies	4,343,351	256,676	4,600,027
Capital outlay	364,256	-	364,256
Total expenditures	<u>12,159,731</u>	<u>256,676</u>	<u>12,416,407</u>
OTHER FINANCING SOURCES (USES)			
Transfers out	<u>(500,000)</u>	<u>(500,000)</u>	<u>(1,000,000)</u>
Total other financing sources (uses)	<u>(500,000)</u>	<u>(500,000)</u>	<u>(1,000,000)</u>
Net change in fund balance	1,641,145	(130,720)	1,510,425
FUND BALANCE, BEGINNING OF YEAR	<u>13,175,602</u>	<u>397,803</u>	<u>13,573,405</u>
FUND BALANCE, END OF YEAR	<u><u>\$ 14,816,747</u></u>	<u><u>\$ 267,083</u></u>	<u><u>\$ 15,083,830</u></u>

The accompanying notes are an integral part of the financial statements.

**Reconciliation of the Statement of Revenues, Expenditures and
Changes in Fund Balance to the Statement of Activities
For the Year Ended June 30, 2023**

Net change in fund balances - total governmental funds \$ 1,510,425

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The capital assets activity is reconciled as follows:

Capital additions	364,256
Depreciation expense	(758,696)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.

Change in compensated absences	79,235
Net pension related adjustments	222,145

Revenues reported as unavailable revenue in the governmental funds are recognized in the Statement of Activities. These are classified as operating grants and contributions in the government-wide financial statements.

	(295,177)
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Change in net position	\$ 1,122,188
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Statement of Net Position
Proprietary Funds
June 30, 2023

	<u>Emergency Medical Services</u>
ASSETS	
Current assets:	
Cash and investments	\$ 1,120,574
Receivables:	
Interest	3,591
Total current assets	<u>1,124,165</u>
NET POSITION	
Unrestricted	<u>1,124,165</u>
Total net position	<u><u>\$ 1,124,165</u></u>

The accompanying notes are an integral part of the financial statements.

**Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
For the Fiscal Year Ended June 30, 2023**

	<u>Emergency Medical Services</u>
OPERATING REVENUES	
Contributions from agencies	\$ 124,192
Non operating investment income (loss)	<u>(27)</u>
Total operating revenues	<u>124,165</u>
Operating income	<u>124,165</u>
TRANSFERS	
Transfers in	<u>1,000,000</u>
Change in net position	1,124,165
NET POSITION	
Net position, beginning	<u>-</u>
Net position, ending	<u><u>\$ 1,124,165</u></u>

The accompanying notes are an integral part of the financial statements.

Statement of Cash Flows
Proprietary Funds
For the Fiscal Year Ended June 30, 2023

	<u>Emergency Medical Services</u>
Cash flows from operating activities	
Cash received from customers and users	<u>\$ 124,192</u>
Net cash provided by operating activities	<u>124,192</u>
Cash flows from noncapital financing activities	
Transfer from other funds	<u>1,000,000</u>
Net cash provided for noncapital financing activities	<u>1,000,000</u>
Cash flows from investing activities:	
Investment income received	<u>(3,618)</u>
Net cash used for investing activities	<u>(3,618)</u>
Net increase in cash and cash equivalents	1,120,574
Cash and cash equivalents, beginning of year	<u>-</u>
Cash and cash equivalents, end of year	<u><u>\$ 1,120,574</u></u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	<u>\$ 124,192</u>
Net cash provided by operating activities	<u><u>\$ 124,192</u></u>

The accompanying notes are an integral part of the financial statements.

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. General

The Consolidated Fire Agencies (CONFIRE) (the Agency) was established pursuant to a Joint Powers Agreement dated August 20, 1990. The Agency is a cooperative association voluntarily established by its members pursuant to the Joint Exercise of Powers Act of Title 1, Division 7, Chapter 5 of the Government Code of the State of California. Its purpose is to provide hardware, software, services, and other items necessary and appropriate for the establishment, operation, and maintenance of a joint centralized public safety communications system and a cooperative program of fire-related functions for the mutual benefit of the members of the Agency; to provide such services on a contract basis to other governmental units; and to provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding public safety communications and related matters within member agencies.

The Agency has a Board of Directors, which consists of a representative of the governing body of each member city and district.

The activities of the Agency are financed by a cost-sharing formula, which requires a prorating among the participating members and contracted agencies based on the demand percentage on the system by the members to be determined by the Administrative Committee and approved by the Board of Directors.

B. Financial Statement Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB). The GASB determined that fund accounting is essential in helping governments to achieve fiscal accountability and that government-wide financial statements are needed to allow users of financial reports to assess a government's operational accountability.

Government-Wide Financial Statements

The statement of net position and the statement of activities are the government-wide financial statements and report information on the governmental activities of the Agency.

The balance sheet and statement of revenues, expenditures and changes in fund balance report information on the governmental funds of the Agency.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to the Agency's members who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Major individual governmental funds are reported as separate columns in the fund financial statements.

Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements (continued)

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Accordingly, all of the Agency's assets and liabilities, including capital assets and long-term debt, are included in the accompanying statement of net position. The statement of activities presents changes in net position. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash receipts and disbursements.

Governmental Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the balance sheet. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Agency considers revenues to be available if they are collected within 60 days after year-end. Expenditures are recorded when a liability is incurred.

The Agency reports the following major governmental funds:

- The General Fund, which is the Agency's primary operating fund. It accounts for all financial resources of the general government.
- The CAD-to-CAD Special Revenue Fund accounts for the financial resources and uses related to the implementation of the regional computer aided dispatch CAD-to-CAD system.

Proprietary Fund Financial Statements

Proprietary fund financial statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows for the proprietary fund.

Proprietary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenues) and decreases (expenses) in total Net Position.

Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

Proprietary Fund Financial Statements (continued)

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as non-operating expenses.

The Agency reports the following major proprietary funds:

- The Emergency Medical Services Fund, accounts for all expenses related to the County of San Bernardino Ground Ambulance Contract.

D. Budgetary Practice

The Agency’s Administrative Committee meetings are currently scheduled for the 4th Tuesday of every month. The Agency’s tentative budget for the following fiscal year shall be submitted by the Communications Director to the Administrative Committee by the Administrative Committee meeting in March. The Administrative Committee shall adopt a tentative budget on or before the Administrative Committee meeting in April and forward the same to the Board of Directors for review. The Board of Directors shall adopt the annual budget for the Agency by mid-May of each year.

E. Capital Assets

Capital assets are reported in the government-wide statement of net position but are not reported in the fund financial statements.

Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed and updated for additions and retirements during the year. The Agency has a capitalization threshold of \$5,000. Donated capital assets are recorded at acquisition value. Improvements that add to the value of the asset or materially extend the asset's life are capitalized. The costs of normal maintenance and repairs are expensed.

The cost of capital assets is depreciated over the estimated useful lives of the related assets using the straight-line method. The useful lives of capital assets for purposes of computing depreciation are as follows:

Buildings and leasehold improvements	25 years
Vehicles	5 years
Computer equipment and software	4 years
Radio consoles	10 years

Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Investments

Generally accepted accounting principles requires governmental entities to report certain investments at fair value in the balance sheet and recognize the corresponding change in the fair value of investments in the year in which the change occurred. Investments are included within the financial statement classifications of "cash and investments" and are stated at fair value.

G. Fund Balance/Net Position

Government-Wide Financial Statements

Net Investment in Capital Assets - This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that attributed to the acquisition, construction, or improvement of the assets.

Restricted Net Position - This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.

Unrestricted Net Position - This amount is all other Net Position that does not meet the definition of "net investment in capital assets" or "restricted net position."

Fund Financial Statements

Generally accepted accounting principles establishes criteria for classification of fund balances into specifically-defined classifications and clarifies definitions for other governmental fund types. The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. Amounts that are restricted for specific purposes by external resource providers or by law through constitutional or enabling legislation are reported as restricted fund balance. Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority are reported as committed fund balance. The assigned fund balance consists of amounts that the government intends to use for specific purposes, but are neither restricted nor committed. The unassigned fund balance is the residual classification for the General Fund.

The Agency's Board of Directors is the body authorized to establish commitments through a formal action.

Amounts the Board of Directors intends to use for a specific purpose are considered assigned.

For the classification of fund balances, the Agency considers restricted amounts to have been spent before unrestricted if the expenditure meets the criteria for use of restricted funds. Unrestricted funds are used in the following order: committed, assigned, and unassigned funds.

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

H. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position and governmental funds balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Agency has one item that qualifies for reporting in this category. It is the deferred pension related items, which is reported in the government-wide statement of net position.

In addition to liabilities, the statement of net position and governmental funds balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has two types of items, which arise only under a modified accrual basis of accounting that qualify for reporting in this category. Unavailable revenue is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from the grant reimbursements. These amounts are recognized as an inflow of resources in the period that the amounts become available. The other item is the deferred pension related items, which is reported in the governmentwide statement of net position.

I. Program Revenues

Program revenues consist of three categories: (1) charges for services, (2) operating grants and contributions, and (3) capital grants and contributions.

Charges for services include revenues from customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function. Operating grants and contributions include revenues restricted to meeting the requirements of a particular operating function and may include state-shared revenues and grants. Capital grants and contributions include revenues restricted to meeting the requirements of a particular capital function and may include grants or other contributions. Other items not classified as program revenues are reported as general revenues.

Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Deferred Compensation Plan

The Agency offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The Plan, available to all Agency employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

Management believes that the Agency has no fiduciary role under the revised Plan, and Plan funds are not available to the Agency's general creditors. Accordingly, the Agency has not reported Plan assets in the accompanying financial statements.

K. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

L. Pension Plan

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the San Bernardino County Employees' Retirement Association (SBCERA) and additions to/deductions from SBCERA's fiduciary net position have been determined on the same basis as they are reported by SBCERA. For this purpose, employer and employee contributions are recognized in the period the related salaries are earned and become measurable pursuant to formal commitments, statutory or contractual requirements, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms, and investments are reported at fair value.

SBCERA's audited financial statements are publicly available reports that can be obtained at SBCERA's website at www.sbcera.org.

Generally accepted accounting principles requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date (VD)	June 30, 2022
Measurement Date (MD)	June 30, 2022
Measurement Period (MP)	July 1, 2021 to June 30, 2022

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 2 – CASH AND INVESTMENTS (continued)

The San Bernardino County Treasurer's Investment Pool is a governmental investment pool managed and directed by the elected San Bernardino County Treasurer. The County Pool is not registered with the Securities and Exchange Commission. An oversight committee comprised of local government officials and various participants provide oversight to the management of the fund. The daily operations and responsibilities of the pool fall under the auspices of the County Treasurer's office. The Agency is a voluntary participant in the investment pool.

The Agency is authorized under the California Government Code to make direct investments; however, the Agency has not adopted an investment policy and thus does not maintain policies for exposure to interest rate risk, credit risk, and concentration of credit risk. Investment policies and related credit, custodial credit, concentration of credit, interest rate, and foreign currency risks applicable to the Agency are those of the County and are disclosed in the County's basic financial statements. As of June 30, 2023, the cash and investments with the County Treasury were allocated as follows:

<u>Investment Type</u>	<u>Fair Value</u>
Asset-Backed Security	\$ 1,081,257
U.S. Treasury Bill	28,706
Certificates of Deposit	582,093
Commercial Paper	1,294,957
Corporate Note	910,616
Federal Agency Bond/Note	4,546,699
Federal Agency Discount Note	194,562
Federal Agency Commercial Mortgage-Backed Security	1,538,957
Joint Powers Authority	717,648
Money Market Mutual Fund	735,191
Federal Agency Mortgage-Backed Security	127,582
Supra-National Agency Bond/Note	192,968
Repurchase Agreement	116,419
U.S. Treasury Bond/Note	3,763,667
Cash Balance	<u>116,419</u>
 Total cash and investments with county treasury pool	 <u>\$ 15,947,741</u>

See the County of San Bernardino's Annual Comprehensive Financial Report (ACFR) for details of their investment policy and disclosures related to investment types, credit risk, concentration of credit risk, interest rate risk and custodial credit risk. The County pool is rated AAA by Fitch.

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 2 – CASH AND INVESTMENTS (continued)

The Agency categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The County Pool values participant shares on an amortized cost basis during the year and adjusts to fair value at year-end. The Agency’s money market funds are valued at amortized cost. The Agency has no investments subject to the fair value hierarchy established by generally accepted accounting principles.

NOTE 3 – CAPITAL ASSETS

Changes in the capital assets during the year ended June 30, 2023 were as follows:

	Balance as of June 30, 2022	Additions	Deletions	Balance as of June 30, 2023
Capital assets, being depreciated				
Building	\$ 460,476	\$ -	\$ -	\$ 460,476
Leasehold improvements	84,680	-	-	84,680
Vehicles	179,731	-	-	179,731
Computer equipment and software	7,597,273	364,256	-	7,961,529
Total capital assets being depreciated	<u>8,322,160</u>	<u>364,256</u>	<u>-</u>	<u>8,686,416</u>
Accumulated depreciation				
Building	(336,148)	(18,419)	-	(354,567)
Leasehold improvements	(37,398)	(8,468)	-	(45,866)
Vehicles	(50,816)	(14,191)	-	(65,007)
Computer equipment and software	(5,293,601)	(717,618)	-	(6,011,219)
Total accumulated depreciation	<u>(5,717,963)</u>	<u>(758,696)</u>	<u>-</u>	<u>(6,476,659)</u>
Total capital assets, being depreciated, net	<u>2,604,197</u>	<u>(394,440)</u>	<u>-</u>	<u>2,209,757</u>
Total capital assets, net	<u>\$ 2,604,197</u>	<u>\$ (394,440)</u>	<u>\$ -</u>	<u>\$ 2,209,757</u>

For the fiscal year ended June 30, 2023, depreciation expense of \$758,696 was charged to Public Safety.

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 4 – RISK MANAGEMENT

A. Liability

The Agency is insured with Alliant Insurance Services, a private insurance company for commercial general liability, damages to rental properties, personal liability injuries, automobile liability, public officials and employment practices and Cyber Security Insurance.

Commercial General Liability coverage is \$5,000,000 per each occurrence, \$1,000,000 for damage to rented properties, \$5,000,000 for personal injuries claims. The Agency is insured for \$5,000,000 combined single limit per accident, for any owned automobiles.

The Agency has a zero-dollar deductible for General Liability damages to rental properties, personal liability injuries, and non-owned hired auto liability. The deductible for all owned auto and Public Officials Errors and Omissions insurance coverage is \$5,000,000 for each occurrence and \$2,000,000 for each occurrence on Employment Practices insurance. Public Officials and Employment Practices insurance covers disappearance, destruction and dishonesty covering The Agency monies and securities. The Agency's deductible for Employment practices liability is \$10,000.

The Agency's Cyber Liability coverage has a \$10,000 Security & Privacy/Regulatory Action Self Insured Retention (SIR), \$10,000 Media Content Self Insured Retention (SIR), \$10,000 Event Management Self Insured Retention (SIR), \$10,000 in the case of an 18 Hour Waiting Period Network Interruption Sublimit and \$10,000 Cyber Extortion Self Insured Retention (SIR).

B. Worker's Compensation

The Agency is a member of the California Intragovernmental Risk Authority (CIRA), a joint powers insurance authority providing Workers' Compensation coverage. The Agency's self-insured retentions are \$5,000 for workers' compensation and employer's liability coverages. Coverage is provided up to California statutory requirements for workers' compensation.

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 5 – DEFINED BENEFIT PENSION PLAN

A. General Information about the Pension Plan

Plan Description

The Agency participates in the San Bernardino County Employees' Retirement Association (SBCERA) pension plan – a cost-sharing multiple employer defined benefit retirement plan (the Plan). SBCERA administers the Plan which provides benefits for two membership classifications, General and Safety, and those benefits are tiered based upon date of SBCERA membership. Safety membership is extended to those involved in active law enforcement and fire suppression. All other members are classified as General members. Generally, those who become members prior to January 1, 2013 are Tier 1 members. All other members are Tier 2. An employee who is appointed to a regular position, whose service is greater than fifty percent of the full standard of hours required are members of SBCERA and are provided with pension benefits pursuant to Plan requirements.

The Plan operates under the provisions of the California County Employees' Retirement Law of 1937 (CERL) and the California Public Employees' Pension Reform Act of 2013 (PEPRA), and the regulations, procedures and policies adopted by SBCERA's Board of Retirement (Board). The Plan's authority to establish and amend the benefit terms are set by the CERL and PEPRA and may be amended by the California state legislature and in some cases require approval by the County of San Bernardino Board of Supervisors and/or the SBCERA Board. SBCERA is a tax qualified plan under Section 401(a) of the Internal Revenue Code.

SBCERA is a legally separate entity from the Agency, not a component unit, and there is no financial interdependency with the County of San Bernardino. For these reasons, the Agency's financial statements exclude the SBCERA pension plan as of June 30, 2023. SBCERA publishes its own annual comprehensive financial report that includes its financial statements and required supplementary information, that can be obtained by writing SBCERA at, 348 W. Hospitality Lane, Third Floor, San Bernardino, CA 92415-0014 or visiting the website at: www.sbcera.org.

Benefits Provided

SBCERA provides retirement, disability, death and survivor benefits. The CERL and PEPRA establish benefit terms. Retirement benefits are calculated on the basis of age, average final compensation and service credit as follows:

Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023

NOTE 5 – DEFINED BENEFIT PENSION PLAN (continued)

A. General Information about the Pension Plan (continued)

	General - Tier 1	General - Tier 2
Final average compensation	Highest 12 months	Highest 36 months
Normal retirement age	Age 55	Age 55
Early Retirement: Years of service required and/or age eligible for	Age 70 any years 10 years age 50 30 years any age	Age 70 any years 5 years age 52 N/A
Benefit percent per year of service for normal retirement age	2% per year of final average compensation for every year of service credit	2.5% per year of final average compensation for every year of service credit
Benefit adjustments	Reduced before age 55, increased after 55, up to age 65	Reduced before age 67
Final average compensation limitation	Internal Revenue Code section 401(a)(17)	Government Code section 7522.10

An automatic cost of living adjustment is provided to benefit recipients based on changes in the local region Consumer Price Index (CPI) up to a maximum of 2% per year. Any increase greater than 2% is banked and may be used in years where the CPI is less than 2%. There is a one-time 7% increase at retirement for members hired before August 19, 1975. The Plan also provides disability and death benefits to eligible members and their beneficiaries, respectively. For retired members, the death benefit is determined by the retirement benefit option chosen. For all other members, the beneficiary is entitled to benefits based on the number of years of service or if the death was caused by employment. General members are also eligible for survivor benefits which are payable upon a member’s death.

Contributions

Participating employers and active members are required by statute to contribute a percentage of covered salary to the Plan. This requirement is pursuant to Government Code sections 31453.5 and 31454, for participating employers and Government Code sections 31621.6, 31639.25 and 7522.30 for active members. The contribution requirements are established and may be amended by the SBCERA Board pursuant to Article 1 of the CERL, which is consistent with the Plan’s actuarial funding policy. The contribution rates are adopted yearly, based on an annual actuarial valuation, conducted by an independent actuary, that requires actuarial assumptions with regard to mortality, expected future service (including age at entry into the Plan, if applicable and tier), and compensation increases of the members and beneficiaries. The combined active member and employer contribution rates are expected to finance the costs of benefits for employees that are allocated during the year, with an additional amount to finance any unfunded accrued liability. Participating employers may pay a portion of the active members’ contributions through negotiations and bargaining agreements.

Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023

NOTE 5 – DEFINED BENEFIT PENSION PLAN (continued)

A. General Information about the Pension Plan (continued)

Employee contribution rates for the fiscal year ended June 30, 2023 ranged between 9.54% and 15.19% for Tier 1 General members and between 9.08% and 9.09% for Tier 2 General members. The required employer contributions and the amount paid to SBCERA by the Agency for the year ended June 30, 2023 was \$1,152,486.

B. Net Pension Liability

At June 30, 2023, the Agency reported a net pension liability of \$3,821,071 for its proportionate share of SBCERA’s net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2022. The Agency’s reported liability at June 30, 2023, increased by \$2,118,639 from the Agency’s prior year liability of \$1,702,432 because of changes in the SBCERA net pension liability and the Agency’s proportionate share of that liability. The SBCERA’s publicly available financial report provides details on the change in the net pension liability.

The Agency’s proportion of the net pension liability at June 30, 2023 was based on the Agency’s contributions received by SBCERA during the measurement period for employer payroll paid from dates July 1, 2021 through June 30, 2022, relative to the total contributions received from all of SBCERA’s participating employers. At measurement date June 30, 2022, the Agency’s proportionate share of total employer contributions was 0.20%, which was a increase of 0.04% from its proportion measured as of measurement date June 30, 2021. A summary of principal assumptions and methods used to determine the net pension liability is as follows.

Actuarial Methods and Assumptions Used to Determine Net Pension Liability

The significant actuarial assumptions and methods used to measure the net pension liability as of June 30, 2023 are as follows:

Table with 2 columns: Assumption/Method and Value. Rows include Valuation Date (VD), Measurement Date (MD), Actuarial Cost Method, Amortization Method, Remaining Amortization Period, Asset Valuation Method, and Actuarial assumptions (Discount Rate, Inflation, Salary Increases, Cost-of-Living-Adjustments, Administrative expenses).

1 Includes inflation, real “across the board” salary increases of 0.50%, plus merit and promotional increases. Amounts vary by service.

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 5 – DEFINED BENEFIT PENSION PLAN (continued)

B. Net Pension Liability (continued)

Mortality rates used in the June 30, 2022 and 2021 actuarial valuations are based on the Pub-2010 Amount-Weighted Above-Median Mortality Table projected generationally with the two-dimensional MP-2019 projection scale. For healthy General members, the General Healthy Retiree rates increased by 10% were used. For healthy Safety members, the Safety Healthy Retiree rates were used. For disabled General members, the Non-Safety Disabled Retiree rates were used. For disabled Safety members, the Safety Disabled Retiree rates were used. For beneficiaries, the General Contingent Survivor rates increased by 10% were used.

The actuarial assumptions used to determine the Net Pension Liability as of June 30, 2022 and 2021, were based on the results of an experience study for the period from July 1, 2016 through June 30, 2019. They are the same assumptions used in the June 30, 2022 and 2021 actuarial valuations. Key assumptions used in the actuarial valuations are presented on the next page.

The long-term expected rate of return on Plan investments was determined using a building block method in which expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation, and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before deducting investment expenses, are shown in the table below. This information was used in the derivation of the long-term expected investment rate of return assumptions in the June 30, 2022, actuarial valuation. This information will change every three years based on the actuarial experience study.

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**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 5 – DEFINED BENEFIT PENSION PLAN (continued)

B. Net Pension Liability (continued)

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

**SBCERA'S Long-Term Expected Real Rate of Return
As of June 30, 2022 (MD)**

Asset Class	Investment Classification	Target Allocation⁽¹⁾	Long-Term Expected Real Rate of Return (Arithmetic)
Large Cap U.S. Equity	Domestic Common and Preferred Stock	11.00%	5.42%
Small Cap U.S. Equity	Domestic Common and Preferred Stock	2.00%	6.21%
Developed International Equity	Foreign Common and Preferred Stock	9.00%	6.50%
Emerging Market Equity	Foreign Common and Preferred Stock	6.00%	8.80%
U.S. Core Fixed Income	U.S. Government and Municipals/ Domestic Bonds	2.00%	1.13%
High Yield/Credit Strategies	Domestic Bonds/Foreign Bonds	13.00%	3.40%
Global Core Fixed Income	Foreign Bonds	1.00%	-0.04%
Emerging Market Debt	Emerging Market Debt	8.00%	3.44%
Real Estate	Real Estate	3.50%	4.57%
Value Added Real Estate	Real Estate	3.50%	6.50%
International Credit	Foreign Alternatives	11.00%	5.89%
Absolute Return	Domestic Alternative/Foreign Alternatives	7.00%	3.69%
Real Assets	Domestic Alternative/Foreign Alternatives	5.00%	10.64%
Private Equity	Domestic Alternative/Foreign Alternatives	16.00%	10.70%
Cash & Equivalents	Short-Term Cash Investment Funds	2.00%	-0.03%
Total		<u>100.00%</u>	

(1) For actuarial purposes, target allocations only change once every three years based on the triennial actuarial experience study.

Change in Assumptions

There were no changes in assumptions.

Discount Rate

The ended rate used to measure the total pension liability was 7.25% for the measurement period ended June 30, 2022. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers and active members are made at the actuarially determined contribution rates. For this purpose, only employer and member contributions that are intended to fund benefits of current member and their beneficiaries are included.

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 5 – DEFINED BENEFIT PENSION PLAN (continued)

B. Net Pension Liability (continued)

Based on those assumptions, the Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return on Plan investments of 7.25% was applied to all periods of projected benefit payments to determine the total pension liability as of measurement date June 30, 2022.

Sensitivity of the Agency's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following table presents the Agency's proportionate share of the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 7.25%, as well as what the Agency's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25%) or 1- percentage-point higher (8.25%) than the current rate:

	Discount Rate - 1% (6.25%)	Current Discount Rate (7.25%)	Discount Rate + 1% (8.25%)
Agency's proportionate share of the County's net pension liability	\$ 8,198,064	\$ 3,821,071	\$ 241,036

Pension Plan Fiduciary Net Position

Detailed information about the SBCERA's fiduciary net position is available in a separately issued SBCERA annual comprehensive financial report. That report may be obtained on the Internet at www.sbcera.org; by writing to SBCERA at 348 W. Hospitality Lane, Third Floor, San Bernardino, CA 92415; or by calling (909) 885-7980 or (877) 722-3721.

C. Proportionate Share of Net Pension Liability

The following table shows the Plans proportionate share of the net pension liability over the measurement period.

	Total Pension Liability	Plan Fiduciary Net Position	Plan Net Pension Liability
Balance at 6/30/2021 (MD)	\$ 19,318,470	\$ 17,616,038	\$ 1,702,432
Balance at 6/30/2022 (MD)	25,691,366	21,870,295	3,821,071
Net change	<u>\$ 6,372,896</u>	<u>\$ 4,254,257</u>	<u>\$ 2,118,639</u>

Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023

NOTE 5 – DEFINED BENEFIT PENSION PLAN (continued)

C. Proportionate Share of Net Pension Liability (continued)

The Agency’s net pension liability for the Plan is measured as the proportionate share of the net pension liability. The Agency’s proportion of the net pension liability was based on a projection of the Agency’s long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The Agency’s proportionate share of the net pension liability for the Plan as of June 30, 2023 was as follows:

Proportionate share at June 30, 2023 (measurement date June 30, 2022)	0.20%
Proportionate share at June 30, 2022 (measurement date June 30, 2021)	<u>0.16%</u>
Change – Increase (Decrease)	<u>0.04%</u>

Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

Recognition of Gains and Losses

Under generally accepted accounting principles, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss:

Difference between projected and actual earnings	5 year straight-line amortization
All other amounts	Straight-line amortization over the average expected remaining service lives of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period

The expected average remaining service lifetime (EARSL) of all employees that are provided with pensions through SBCERA is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the Plan. The EARSL for the Plan as of July 1, 2021 (the beginning of the measurement period ended June 30, 2022) is 5.30 years.

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 5 – DEFINED BENEFIT PENSION PLAN (continued)

D. Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

For the year ended June 30, 2023, the Agency recognized pension expense of \$930,342 and reported its proportionate share of deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 95,290	\$ (86,061)
Changes in assumptions	264,440	-
Net difference between projected and actual earnings on pension plan investments	-	(69,833)
Changes in proportion and differences between employer contributions and proportionate share of contributions	1,719,081	(791,821)
Employer contributions paid by Agency subsequent to the measurement date	<u>1,152,486</u>	<u>-</u>
Total	<u>\$ 3,231,297</u>	<u>\$ (947,715)</u>

The amounts above are net of outflows and inflows recognized in the 2021-2022 measurement period expense. Deferred outflows of resources related to contributions subsequent to the measurement date of \$1,152,486 will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

<u>Fiscal Year Ending June 30,</u>	<u>Deferred Outflows/(Inflows) of Resources</u>
2024	\$ 413,652
2025	218,309
2026	(209,199)
2027	625,594
2028	82,740
Thereafter	<u>-</u>
Total	<u>\$ 1,131,096</u>

E. Payable to the Pension Plan

The Agency reported a payable of \$-0- for the outstanding amount of contributions to the pension plan required for the years ended June 30, 2023.

Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023

NOTE 6 – SHORT-TERM LEASES

The Agency entered into a month-to-month lease and year-to-year leases that are cancelable by either the lessee or the lessor, which results in a noncancelable period less than one year and are considered short-term leases in accordance with Governmental Accounting Standards Board (GASB) Statement No. 87, Leases.

The Agency entered into a ten-year lease commencing on September 1, 2010, with the County of San Bernardino for a building in Rialto for \$1 per year. The lease agreement was amended beginning November 1, 2018, increasing the rent from \$1 to \$52,034 per year. The space is used to house the administrative, technology, and dispatch personnel for the Agency. Upon expiration of the initial term of the lease, the Agency is granted two consecutive five-year lease renewal options. The option must be exercised by the Agency, giving the landlord notice before the expiration of the initial term, or any option period, of its intention to exercise the option. In May 2021, the first option was executed for lease term beginning September 1, 2020. The lease expense for the year ended June 30, 2023, was \$59,387. The future minimum payments on the lease are as follows:

Fiscal Year Ending	Lease Payments
6/30/2024	\$ 61,465
6/30/2025	63,615
6/30/2026	10,663
Total	<u>\$ 135,743</u>

The Agency entered into a three-year lease commencing April 2020 with Konica Minolta Business Solutions for three copiers. The lease expense for the year ended June 30, 2023 was \$5,796. The lease expired in March 2023.

The Agency entered into a five-year lease agreement commencing on February 1, 2017, with ModSpace for the lease of modular office space. The lease expense for the year ended June 30, 2023 was \$5,884. The future minimum payments on the lease are as follows:

Fiscal Year Ending	Lease Payments
6/30/2024	\$ 2,697
Total	<u>\$ 2,697</u>

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 6 – SHORT-TERM LEASES (continued)

The Agency entered into a five-year lease agreement commencing March 1, 2019 with the County of San Bernardino for the use of a portion of the County’s existing rack space within the County-owned equipment shelter located at 1743 W. Miro Way, Rialto, to install and operate electronic server system equipment. The lease expense for the year ended June 30, 2023 was \$35,924. The future minimum payments on the lease are as follows:

Fiscal Year Ending	Lease Payments
6/30/2024	\$ 37,184
6/30/2025	25,360
Total	<u>\$ 62,544</u>

The Agency entered into a ten-year operating lease commencing on May 1, 2019, with the County of San Bernardino for a building in Hesperia for \$6,251 per month for the first year. The monthly lease payment is subject to an increase on each anniversary of the commencement date during the initial term of 3.5% over the monthly lease payment due immediately prior to each such anniversary date. Upon expiration of the initial term of the lease, the Agency is granted two consecutive five-year lease renewal options. The option must be exercised by the Agency, giving the landlord notice at least six (6) months prior to the expiration of the initial term, or any option period, of its intention to exercise the option.

The lease expense for the year ended June 30, 2023 was \$83,651. The future minimum payments on the lease are as follows:

Fiscal Year Ending	Lease Payments
6/30/2024	\$ 86,579
6/30/2025	89,610
6/30/2026	92,746
6/30/2027	95,992
6/30/2028	99,313
6/30/2029	85,002
Total	<u>\$ 549,242</u>

**Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2023**

NOTE 7 – COMPENSATED ABSENCES

The following table presents the compensated absences activity for the year ended June 30, 2023:

<u>Balance</u> <u>June 30, 2022</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>June 30, 2023</u>
<u>\$ 546,662</u>	<u>\$ 504,253</u>	<u>\$ (583,488)</u>	<u>\$ 467,427</u>

Vacation and sick leave benefits will be recorded as expenditures in the General Fund when the related expenditures are incurred.

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REQUIRED SUPPLEMENTARY INFORMATION

**Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual
General Fund
For the Year Ended June 30, 2023**

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES				
Contributions from agencies	\$ 14,137,705	\$ 13,945,452	\$ 13,663,817	\$ (281,635)
Investment income	-	-	235,319	235,319
Intergovernmental - federal and state	1,050,000	1,914,235	401,740	(1,512,495)
Total revenues	<u>15,187,705</u>	<u>15,859,687</u>	<u>14,300,876</u>	<u>(1,558,811)</u>
EXPENDITURES				
Salaries and benefits	9,776,341	9,844,752	7,452,124	2,392,628
Services and supplies	4,832,466	5,712,953	4,343,351	1,369,602
Capital outlay	578,898	628,898	364,256	264,642
Total expenditures	<u>15,187,705</u>	<u>16,186,603</u>	<u>12,159,731</u>	<u>4,026,872</u>
OTHER FINANCING SOURCES (USES)				
Transfers out	(22,125)	(22,125)	(500,000)	(477,875)
Total other financing sources (uses)	<u>(22,125)</u>	<u>(22,125)</u>	<u>(500,000)</u>	<u>(477,875)</u>
Net change in fund balance	(22,125)	(349,041)	1,641,145	1,990,186
FUND BALANCE, BEGINNING OF YEAR	<u>13,175,602</u>	<u>13,175,602</u>	<u>13,175,602</u>	-
FUND BALANCE, END OF YEAR	<u>\$ 13,153,477</u>	<u>\$ 12,826,561</u>	<u>\$ 14,816,747</u>	<u>\$ 1,990,186</u>

See accompanying note to required supplementary information.

**Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual
CAD-to-CAD Special Revenue Fund
For the Year Ended June 30, 2023**

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES				
Contributions from agencies	\$ 117,088	\$ 117,088	\$ 60,688	\$ (56,400)
Investment income	-	-	4,868	4,868
Intergovernmental - federal and state	740,000	740,000	560,400	(179,600)
Total revenues	<u>857,088</u>	<u>857,088</u>	<u>625,956</u>	<u>(231,132)</u>
EXPENDITURES				
Services and supplies	839,213	839,213	256,676	582,537
Capital outlay	40,000	40,000	-	40,000
Total expenditures	<u>879,213</u>	<u>879,213</u>	<u>256,676</u>	<u>622,537</u>
OTHER FINANCING SOURCES (USES)				
Transfers out	(22,125)	(22,125)	(500,000)	(477,875)
Total other financing sources (uses)	<u>(22,125)</u>	<u>(22,125)</u>	<u>(500,000)</u>	<u>(477,875)</u>
Net change in fund balance	(44,250)	(44,250)	(130,720)	(86,470)
FUND BALANCE, BEGINNING OF YEAR	<u>397,803</u>	<u>397,803</u>	<u>397,803</u>	<u>-</u>
FUND BALANCE, END OF YEAR	<u>\$ 353,553</u>	<u>\$ 353,553</u>	<u>\$ 267,083</u>	<u>\$ (86,470)</u>

See accompanying note to required supplementary information.

Schedule of Proportionate Share of the Net Pension Liability as of the Measurement Date Last 10 Fiscal Years*

Measurement Date	Agency's proportion of the net pension liability	Agency's proportionate share of the net pension liability	Covered payroll ⁽¹⁾ ₍₂₎	Agency's proportionate share of the net pension liability as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
6/30/2014	0.23%	\$ 3,308,618	\$ 3,100,081	106.73%	82.47%
6/30/2015	0.21%	3,488,800	3,042,104	114.68%	80.98%
6/30/2016	0.22%	4,591,583	3,105,759	147.84%	76.86%
6/30/2017	0.22%	4,752,847	3,201,531	148.46%	77.90%
6/30/2018	0.23%	4,754,567	3,605,489	131.87%	79.89%
6/30/2019	0.23%	5,040,151	3,586,448	140.53%	79.61%
6/30/2020	0.22%	7,379,866	3,610,773	204.38%	71.96%
6/30/2021	0.16%	1,702,432	3,804,094	44.75%	91.19%
6/30/2022	0.20%	3,821,071	3,803,552	100.46%	85.12%

Notes to Schedule:

In 2023, there was no changes of assumptions. Amounts reported in 2023 primarily reflect the -2.37 return on the market value of assets during 2021-2022 that was lower than the assumed return of 7.25%. Additionally, the results of the Board adopted Resolution 2020-5 in this valuation reflect the refunds of member contributions previously paid in conjunction with certain pay items for inclusion in compensation earnable, which increased the net pension liability by \$12.3 million.

In 2022, there was no changes of assumptions. Amounts reported in 2022 primarily reflect the 32.61% return on the market value of assets during 2020-2021 that was higher than the assumed return of 7.25% and the changes in benefit terms based on a decision in the Alameda County Deputy Sheriffs' Assn. et al. v. Alameda County Employees' Retirement Assn. litigation issued by the California Supreme Court on July 30, 2020. The Board of Retirement adopted Resolution 2020-5, which detailed the implementation of the Alameda decision including reclassifying certain pay items for inclusion in compensation earnable. The results in this valuation reflect the reclassification of those pay codes, which reduced the Plan's net pension liability by \$132.8 million.

In 2021, the actuarial assumptions used in the June 30, 2020 valuation were based on the results of the actuarial experience study for the period from July 1, 2016 through June 30, 2019. Amounts reported in 2021 primarily reflect a decrease of 0.25% inflation rate, an increase of 0.15% payroll for administrative expenses, and adjustments of projected salary increases and mortality rates to more closely reflect actual experience. Mortality rates were based on the Pub-2010 Amount-Weighted Above-Median Mortality Table projected generationally with the two-dimensional MP-2019 projection scale.

In 2019 and 2020, there were no changes of assumptions. In 2018, the actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study for the three year period of July 1, 2013 through June 30, 2016. Amounts reported in 2018 primarily reflect a decrease of 0.25% for both the investment rate of return and inflation rate, an increase of 0.1% of payroll for administrative expenses, and adjustments of projected salary increases and mortality rates to more closely reflect actual experience. Mortality rates used in the June 30, 2017 actuarial valuation were based on the Headcount-Weighted RP 2014 Healthy Annuitant Mortality Table rather than on the RP-2000 Combined Healthy Mortality Table, which was used to determine amounts reported prior to 2018.

* Historical information is required only for measurement dates for which GASB 68 is applicable. Future years' information will be displayed up to 10 years as information becomes available. Fiscal Year 2015 was the first year of implementation.

(1) This covered payroll total is the actual amount based on the queries generated from the EMACS and may not match to the covered payroll total projected by Segal Consulting on the GASB 68 Report.

(2) Covered payroll for the measurement period.

See accompanying note to required supplementary information.

**Schedule of Plan Contributions
Last 10 Fiscal Years***

<u>Fiscal Year</u>	<u>Contractually required contribution</u>	<u>Contributions in relation to the contractually required contribution</u>	<u>Contribution deficiency (excess)</u>	<u>Covered payroll ⁽¹⁾</u>	<u>Contributions as a percentage of covered payroll</u>
6/30/2015	\$ 596,791	\$ (817,404)	\$ (220,613)	\$ 3,042,104	26.87%
6/30/2016	621,004	(925,430)	(304,426)	3,105,759	29.80%
6/30/2017	705,250	(967,377)	(262,127)	3,201,531	30.22%
6/30/2018	787,889	(1,083,969)	(296,080)	3,605,489	30.06%
6/30/2019	906,488	(1,209,589)	(303,101)	3,586,448	33.73%
6/30/2020	874,979	(1,165,493)	(290,514)	3,610,773	32.28%
6/30/2021	940,816	(1,236,533)	(295,717)	3,804,094	32.51%
6/30/2022	1,014,893	(1,327,134)	(312,241)	3,803,552	34.89%
6/30/2023	1,024,568	(1,152,486)	(127,918)	4,021,717	28.66%

*Historical information is required only for measurement dates for which GASB 68 is applicable. Future years' information will be displayed up to 10 years as information becomes available. Fiscal Year 2015 was the first year of implementation.

⁽¹⁾ This covered payroll total is the actual amount based on the queries generated from the EMACS and may not match to the covered payroll total projected by Seegal Consulting on the GASB 68 Report.

See accompanying note to required supplementary information.

**Note to Required Supplementary Information
June 30, 2023**

BUDGET AND BUDGETARY ACCOUNTING

Consolidated Fire Agencies (Agency) prepares and legally adopts a final budget on or before June 30 of each fiscal year. The Agency's operation, commencing July 1, is governed by the proposed budget, which is adopted by the Agency's Board of Directors before June of the prior year. The legal level of budgetary control is at the fund level.

After the budget is approved, the appropriations can be added to, subtracted from, or changed only by resolution. All such changes must be within the revenues and reserves estimated as available in the final budget or within revised revenue estimates as approved by the Agency.

An operating budget is adopted each fiscal year on the modified accrual basis.

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OTHER REPORTS



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San Bernardino, CA 92408
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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

PARTNERS

Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradferd A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST
Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Brenda L. Odle, CPA, MST (Partner Emeritus)

Independent Auditor's Report

Board of Directors
Consolidated Fire Agencies (CONFIRE)
Rialto, California

MANAGERS / STAFF

Seong-Hyea Lee, CPA, MBA
Evelyn Morentin-Barcena, CPA
Veronica Hernandez, CPA
Laura Arvizu, CPA
John Maldonado, CPA, MSA
Julia Rodriguez Fuentes, CPA, MSA
Demi Hite, CPA
Jeffrey McKennan, CPA

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the General Fund of Consolidated Fire Agencies (the Agency), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated February 6, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

MEMBERS

American Institute of
Certified Public Accountants

*PCPS The AICPA Alliance
for CPA Firms*

*Governmental Audit
Quality Center*

California Society of
Certified Public Accountants

A *deficiency* in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.



Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
February 6, 2024

**CONFIRE****STAFF REPORT****DATE: February 28, 2024****FROM: Nathan Cooke
Interim Director****TO: Board of Directors**

SUBJECT: Additional CONFIRE Positions

Recommendation

It is recommended that the CONFIRE Board of Directors (BOD) approve the addition of the following full-time positions to CONFIRE:

- (1) Payroll Specialist
- (1) Human Resources Analyst-I

Background Information

On September 26, 2023, the CONFIRE Board of Directors approved an agreement between the County of San Bernardino and CONFIRE, which codified the services that are provided by the County to CONFIRE.

These services include Human Resources, Labor Negotiations, Classification and Compensation Studies, Equal Employment Opportunity, Employee Benefits, Employee Health and Wellness Services and Pre-Placement Physicals, Performance, Education and Resource Centers, Employee Management and Compensations System Processing and Development Team Services, County Auditor-Controller/Treasurer/Tax Collector Services, and County Purchasing Department Services.

Prior to the written agreement between our agencies, it was understood that the County likely provided services to CONFIRE for decades that were not being charged for or were outside the standard scope of services. It was also understood that CONFIRE would likely not fully realize these impacts and the types and kinds of services, until the agreement was executed. As a result of executing the agreement, we have realized the impacts to our payroll program and our human resources services.

In order to effectively manage our payroll processing and related duties, we need to hire a full-time Payroll Specialist.

We also need to hire a full-time Human Resource Analyst-I to serve as the conduit and liaison to our Worker's Compensation/Risk Management provider (CIRA), retirement provider (SBCERA), and to serve as our Recruitment/Hiring/Promotion personnel officer. These services are not being provided or offered to CONFIRE by the County, through our current agreement.

Fiscal Impact

The (2) additional positions will cost approximately \$253,053, annually.

The following is the financial breakdown of each position:

Payroll Specialist- \$89,273 (fully encumbered)

Human Resource Analyst I- \$163,780 (fully encumbered)



Payroll Specialist

SALARY RANGE

(\$39,956.80-\$55,891.20 Annually)

Definition

Under general supervision, perform specialized clerical work related to the preparation and processing of payroll and payroll related documents. Assist employees with payroll and personnel related questions and problems; perform related duties as required.

Distinguishing Characteristics

This class is characterized by responsibility to collect, verify, and submit payroll and personnel action documents and advise and orient employees of applicable benefit provisions consistent with established guidelines. The class is distinguished from the Office Assistant and Fiscal Assistant classes by its responsibility to be familiar with a wide range of pay and benefit provisions, rules, policies and procedures as they relate to County employment.

Examples of Duties

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

1. Prepare, review, and verify documents relating to the computation, collection and submission of payroll and/or benefit transactions.
2. Explain applicable personnel and payroll rules and procedures to employees consistent with the County Personnel Rules, collective bargaining agreements, benefit plans, and other employment related guidelines.

3. Verify and adjust attendance records and time sheets. Reconcile payroll; perform research to determine if payroll errors occurred; prepare documents to correct payroll errors.
4. Calculate hourly rates, gross pay, overtime, differentials and other supplemental pay.
5. Orient new employees to departmental payroll procedures; provide required documents for completion of the hiring and enrollment process; arrange for pre-employment physicals, background checks, countywide orientation, and other processes required prior to hire.
6. Conduct research and prepare reports relating to employee payroll records as requested.
7. Keep records and files relating to employment transactions, calculations, and employment.
8. Operate computer and applicable software as well as a variety of other office equipment, to record, track, research, and prepare reports.
9. Identify potential payroll/personnel related problems and report to supervisory or management staff for further action.
10. Perform a variety of clerical support activities as required.
11. Provide vacation and temporary relief as required.

du/1-05

Representation Unit

Clerical

Salary Range

35

Minimum Requirements

Experience: Eighteen (18) months of full-time clerical experience where the primary duty involved performing **fiscal activities** including mathematical computations. **Experience should be clearly listed on the work experience section of your application.**

NOTE: Retail sales/cashiering or general clerical (e.g., typing, filing, data entry) experience is not considered qualifying.



CONFIRE

Human Resources Analyst-I

SALARY RANGE

(\$74,318.40-\$106,650.40 Annually)

Definition

Positions in this series assist in managing a major component of the County's Human Resources Program, and perform related duties as required.

Distinguishing Characteristics

Positions perform a variety of journey level work related to Classification, Employment, equal employment opportunity or other human resources programs as assigned.

Examples of Duties

Depending on area of assignment, duties may include, but are not limited to, the following:

1. Conducts job analyses for classification studies or recruitment purposes. Identifies critical tasks and responsibilities; determines the minimum requirements necessary to perform the job, including physical requirements; determines similarity with other internal or external positions. Conducts compensation surveys and assists in development of new compensation systems.
2. Prepares a variety of written materials such as class specifications, job announcements, correspondence and reports. Develops new or revised class concepts and career ladders/lattices. Prepares job announcements and recruitment plans. Develops recruitment plans for hard-to-fill jobs or where protected group members are underutilized. Writes employment advertisements and develops other promotional materials.

3. Designs, constructs, analyzes, and evaluates written, oral and performance tests and other selection procedures for assigned departments, ensuring job relatedness and content validity.
4. Represents the department before hearing bodies, the Civil Service Commission, the Equal Employment Opportunity Commission, Employee Orientation, employee groups, and other formal bodies. Makes presentations, explaining and eliciting support for the department program/ position. Prepares necessary written documentation and exhibits.
5. Confers with managers on issues and resolves problems. Answers a variety of questions regarding the human resources process. Communicates state, federal and county legislation, rules, regulations and policies. Maintains liaison with other Human Resources Department staff and provides assistance.
6. Evaluates applicants' qualifications to determine eligibility for participation in the selection process. Explains procedures and minimum requirements and seeks to resolve complaints. Provides career counseling as necessary.
7. Coordinates and organizes special events and projects. May administer a department program as assigned. Directs staff, assigning and reviewing work. Designs and publishes newsletters. May provide staff support to a commission/committee or a unit bargaining team.
8. Receives complaints. Conducts in-depth interviews and investigations, gathering and evaluating information. Prepares reports, determines facts, and makes recommendations as required. Advises affected parties of possible solutions. May testify in court or before other official bodies.
9. Develops training programs and prepares training materials. Conducts training courses in areas of expertise.
10. Develops and maintains contacts with a wide variety of community action groups and human relations representatives to become aware of community feelings and activity and to establish positive relationships.
11. Reviews Memoranda of Understanding, legislation, court decisions and County policies and procedures to ensure current interpretation and application.
12. Assists in the development of the department's Equal Employment Opportunity Plan. Compiles and analyzes statistical data to measure underutilization or test validity. Reviews and assists in the revision of all county equal employment opportunity plans and programs. Assists departments to establish affirmative goals to reach workforce diversity.
13. Performs vacation and temporary relief as required.

rev.: jkr/03-11-97

rev.: nrp/06-25-99

Representation Unit

Exempt

Salary Range

60D

Supplemental Information

Travel throughout the County is required. A valid California Class C driver license and proof of automobile liability insurance is required at the time of hire for the person providing the transportation.


CONFIRE

STAFF REPORT

DATE: February 28, 2024

FROM: Nathan Cooke, Interim Director

TO: CONFIRE Board of Directors

SUBJECT: FY23-24 Mid-Year Budget Adjustment, Personnel and Appropriations Requests

Recommendation

1. Approve the following position requests:
 - A. Add one (1) Human Resources Analyst position (\$27,297 for remainder of FY23/24)
 - B. Add one (1) Payroll Specialist position (\$14,879 for remainder of FY23/24)
2. Approve the mid-year budget adjustment as follows:
 - A. Fund 5008 – Operations Fund
 - i. Increase Salary and Benefits (100) by \$81,522
 - a. Transfer \$81,522 into Fund 5008 from Fund 5020
 - b. Move appropriation of \$759,591 from Salaries and Benefits (100) to Services and Supplies (200)
 - ii. Increase Services and Supplies (200) by \$759,591 (appropriation from Salaries and Benefits – 100)
 - c. Increase General Liability Insurance by \$8,400
 - d. Increase Temporary Help by \$183,367
 - e. Increase Auditing by \$11,475
 - f. Increase Other Professional Services by \$526,349
 - g. Increase Rents & Lease Structure by \$30,000
 - B. Fund 5011 – Term Benefits Fund
 - i. Increase Insurance (Worker's Comp) by \$351,000
 - C. Fund 5020 – Emergency Medical Service Fund
 - i. Increase Salaries & Benefits by \$168,296
 - ii. Increase Services & Supplies by \$960,182 (details in attachment)
 - iii. Increase Vehicles by \$300,000
 - iv. Transfer \$81,522 out to Fund 5008 – Operations
 - v. Increase Revenue by \$1,510,000
 - a. Appropriate \$500,000 from 5020 Fund Balance
 - b. Request \$1,000,000 from approved Ontario loan
 - c. Surge ambulance revenue – \$10,000

3. Authorize Interim Director to request an installment loan in the amount of \$1,000,000 with 4% interest rate from City of Ontario to fund the Emergency Medical Services Fund (5020).

Background Information

As the fiscal year progressed, CONFIRE continued to experience significant transition and growth through the County Clarification Project and the recently awarded San Bernardino County Ambulance Transportation Contract. These impacts will primarily be offset by using salaries and benefits savings from Fund 5008 – Operations, reserves from Fund 5011 – Term Benefit Reserve and Fund 2020 – Emergency Medical Service (EMS) Fund, and a loan from the City of Ontario.

New Positions

As a result of the Board approved, CONFIRE County Clarification Project, Contract #23-1008 was developed between the County of San Bernardino and CONFIRE. The contract outlines services performed by the County on behalf of CONFIRE. This agreement resulted in CONFIRE taking on additional responsibilities, duties, and workloads that were previously handled by the County prior to the agreements going into effect. The duties involve Human Resources and Payroll services that require diligent daily interaction with several County Departments (HR, ATC, EMACS) and other entities (worker's comp, SB CERA, State Disability etc.).

The addition of a Human Resources Analyst 1 and a Payroll Specialist will enable CONFIRE to better serve its employees and stakeholders with timely completion of required recruitment, on-boarding, and salary and benefit administration. The mid-year appropriation for these positions will be covered by existing operational fund balance and will be included in future budgets going forward. Anticipated hire dates for these positions are March/April 2024.

Fund 5008 Operations Fund

To remain competitive and ascertain that CONFIRE recruits highly qualified leadership executives, the CONFIRE Board of Directors previously approved an increase to the compensation package for two (2) existing classifications: Finance/Administration Director (\$72,425) and Communications Manager (\$9,097). Increases to Salaries and Benefits in the amount of \$81,522 will be covered by a transfer of funds from Fund 5020 – EMS Fund). Anticipated hire date for both positions is March/April 2024.

The increases to Services and Supplies (\$759,591) are primarily due to additional workload and responsibilities taken on by CONFIRE with the Ambulance Contract and County Clarification Project, requiring extended contracts with temporary help staff and Interim Administrators. The Interim Director position is being reallocated from Fund 5010 – General Reserves to Fund 5008 – Operations which allows for the budgeted salary for that position to cover much of the cost. Additional services from CONFIRE's auditors, Rogers, Anderson, Malody, & Scott LLP (RAMS) and a full year of lease payments to the City of Rialto contributed to the need for an adjustment to Fund 5008.

These adjustments will be covered by a reappropriation (transfer) of \$759,591 from Salary and Benefits (100) to Services and Support (200).

Fund 5011 Term Benefit Reserve

This use of 5011 Fund Balance will provide payment to the County of San Bernardino Worker's Compensation Department for tail claims, in the amount of \$351,000. This is a result of the County Clarification Project approved by the CONFIRE Board on May 30, 2023.

Fund 5020 Emergency Services Enterprise Fund

In a historic move, on December 5, 2023, the County of San Bernardino Board of Supervisors awarded CONFIRE the Ground Ambulance Services contract. This awarded contract allows CONFIRE to provide advance life support, basic life support, ground ambulance services, and interfacility and critical care transport services to certain exclusive operating areas in the County. The contract term is from October 1, 2024, to September 30, 2029, with an optional 5-year extension. To fulfill the obligations of the contract, an implementation team consisting of external and internal personnel and consultants will be used to recruit key personnel and purchase equipment and supplies to prepare for the initiation of services in October 2024.

Projected expenses for the remainder of FY23/24 related to this project include salary and benefit increases for the new or expanded roles for CONFIRE staff, including Executive Director, Clerk of the Board, Finance/Administration Director, and Communications Manager. These positions and salaries have been approved by the CONFIRE Board of Directors at its December 11, 2023 meeting. Recruitment for the Executive Director and Communications Manager is currently in progress.

Other EMS program related expenses include start-up costs for insurance, surge ambulance deployment, office space lease and set-up, staff vehicles (4), Executive recruitment services, advertising, and other legal and professional services (consultants). The details of these expenses are included in the attached spreadsheets.

These costs will be offset by a request of \$1,000,000 from the City of Ontario CONFIRE EMS Program Loan Agreement, a \$500,000 allocation from the Fund 5020 fund balance and by depositing surge ambulance transportation revenue (\$10,000) into Fund 5020 Emergency Medical Services Enterprise Fund. A transfer of \$81,522 from Fund 5020 to Fund 5008 will cover a portion of the salary and benefit increase requested in this recommendation.

Fiscal Impact

By utilizing existing fund balances and salary savings, these mid-year recommendations and adjustments will result in no immediate additional costs for CONFIRE agencies in the remainder of FY23/24. However, a portion of these costs will carry over to FY24/25 and will be factored into the pending budget process. The majority of those costs will be related to salary and benefits costs for reclassified and/or new employees. Much of

these increases will be directly attributable to the new Ground Ambulance Services program which will be funded by revenues associated with that service.

ATTACHMENT(S):

- FUND 5008 – OPERATIONS FUND FY23/24 Mid-Year Adjustments
- FUND 5011 – TERM BENEFITS FUND FY23/24 Mid-Year Adjustments
- FUND 5020 – EMERGENCY MEDICAL SERVICES FUND FY23/24 Mid-Year Adjustments

**CONFIRE Budget Adjustment - Proposed
Fund 5008: Operations
FY2023/24**

Revenue		Adopted Budget	Budget Adjustment	Budget Adjustment	Proposed Modified Budget
5008	Agency Revenue for Operating Fund	14,258,770	81,522	-	14,340,292
40809975	Operating Transfers In - Fund 5020		81,522		
TOTAL REVENUE		\$ 14,258,770	\$ 81,522	\$ 0	\$ 14,340,292
Expenditures		Adopted Budget	Budget Adjustment (APPR 100)	Budget Adjustment (APPR 200)	Proposed Modified Budget
51001010	SALARIES AND BENEFITS	9,474,779	81,522	(759,591)	8,796,710
	Finance / Administration Director		72,425		
	Communications Manager		9,097		
	Transfer to Appropriation 200			(759,591)	
APPROPRIATION 100 TOTAL		\$ 9,474,779	\$ 81,522	\$ (759,591)	\$ 8,796,710
52002027	STAFF UNIFORMS	21,780			21,780
52002031	PAYROLL SYSTEMS SERVICES (ISD/EMACS)	12,966			12,966
52002033	WAN & VPN ISD CONTRACT	73,908			73,908
52002035	COMMUNICATIONS - Wireless Devices	74,183			74,183
52002036	COMMUNICATIONS - Wireline Connections	289,281			289,281
52002037	COMNET ISD Dial Tone-Phones Landlines (ISF)	16,426			16,426
52002043	DATA SERVICES ISD Labor (ISF)	5,500			5,500
52002062	800 MHZ RADIO CHGS (ISF)	531,489			531,489
52002070	Food - Dispatch (Incident / Meeting Meals)	2,000			2,000
52002075	MEMBERSHIPS	10,012			10,012
52002110	FM REQUISITION CHARGES	4,000			4,000
52002115	COMPUTER SOFTWARE	2,379,133			2,379,133
52002116	COMPUTER HARDWARE (Misc Expenses)	15,250			15,250
52002120	SMALL TOOLS	5,500			5,500
52002130	NON INVENTORIAL EQUIP	7,000			7,000
52002180	UTILITIES	6,000			6,000
52002220	OTHER GENERAL LIABILITY (ISF)	148,422		8,400	156,822
52002305	GENERAL OFFICE EXPENSE	34,800			34,800
52002310	POSTAGE	1,000			1,000
52002323	COURIER & PRINTING (ISF)	1,750			1,750
52002335	TEMPORARY HELP - OUTSIDE SERVICES	-		183,367	183,367
	Staff Analyst I - D. Garcia-Ortiz			69,384	
	ISA III - R. Skaggs			61,183	
	ISA I - J. Henderson			52,800	
52002345	SUBSCRIPTIONS	3,040			3,040
52002400	PROFESSIONAL & SPECIALIZED SERVICES	500			500
52002405	AUDITING	20,700		11,475	32,175
52002415	AUDITOR / CONTROLLER - RECORDER	16,995			16,995
52002445	OTHER PROFESSIONAL SERVICES	477,081		526,349	1,003,430
	Communications Director - N. Cooke			401,349	
	Chief Finance Officer - Q. Leba			125,000	
52002460	GIMS CHARGES (ISD / GIS) AERIAL IMAGERY	3,500			3,500

**CONFIRE Budget Adjustment - Proposed
Fund 5008: Operations
FY2023/24**

52002540	LEGAL SERVICES	40,000			40,000
52002840	MEDICAL EXPENSES	7,500			7,500
52002855	GENERAL MAINTENANCE - EQUIPMENT	2,500			2,500
52002870	GENERAL MAINTENANCE - STRUCTURE	6,500			6,500
52002895	RENTS & LEASES - EQUIPMENT	49,750			49,750
52002905	RENTS & LEASE STRUCTURE	142,013		30,000	172,013
52002925	FLEET MANAGEMENT (Motor Pool Assigned)	40,232			40,232
APPROPRIATION 200 TOTAL		\$ 4,450,711	\$ 0	\$ 759,591	\$ 5,210,302
52942941	CONFERENCE/ TRAINING / SEMINAR FEES	63,700			63,700
52942942	HOTEL	12,500			12,500
52942943	MEALS	5,500			5,500
52942945	AIR TRAVEL	12,000			12,000
52942946	OTHER TRAVEL	1,300			1,300
APPROPRIATION 294 TOTAL		\$ 95,000	\$ 0	\$ 0	\$ 95,000
55305030	OPERATING TRANSFER OUT	29,689			29,689
APPROPRIATION 530 TOTAL		\$ 29,689	\$ 0	\$ 0	\$ 29,689
55405010	SALARIES AND BENEFITS TRANSFER OUT	208,591			208,591
APPROPRIATION 540 TOTAL		\$ 208,591	\$ 0	\$ 0	\$ 208,591
TOTAL EXPENDITURES		\$ 14,258,770	\$ 81,522	\$ 0	\$ 14,340,292

**CONFIRE Budget Adjustment - Proposed
Fund 5011: Term Benefit Reserve
FY2023/24**

Revenue		Adopted Budget	Budget Adjustment	Proposed Modified Budget
	REVENUE FUND BALANCE		351,000	351,000
40809970	OTHER REVENUE			
	Contract Agencies 5% Contribution	35,421		35,421
	Apple Valley 5th Year Installment	78,596		78,596
	Victorville 3rd Year Installment	114,505		114,505
TOTAL REVENUE		\$ 228,522	\$ 351,000	\$ 579,522
Expenditures		Adopted Budget	Budget Adjustment	Proposed Modified Budget
51001010	SALARIES AND BENEFITS			
	Admin / Worker's Comp (SIR) / COVID Leave Cash Out	128,522		128,522
	Possible Retirement Cash Out	100,000		100,000
52002200	INSURANCE			
	Risk Management - Worker's Comp		351,100	351,100
TOTAL EXPENDITURES		\$ 228,522	\$ 351,100	\$ 579,622

CONFIRE Budget Adjustment - Proposed
Fund 5020: Emergency Medical Services Enterprise
FY2023/24

Revenue		Adopted Budget	Budget Adjustment	Proposed Modified Budget
5020	EMSFund			
	Reserve Fund Balance	58,000	500,000	558,000
40809970	OTHER REVENUE		1,010,000	1,010,000
	City of Ontario Loan		1,000,000	
	SBC Surge Ambulance Agreement		10,000	
TOTAL REVENUE		58,000	1,510,000	1,568,000
Expenditures		Adopted Budget	Budget Adjustment	Proposed Modified Budget
51001010	SALARIES AND BENEFITS		-	-
	Executive Director		134,750	
	Clerk of The Board		33,546	
52002135	Special Dept Exp - Ambulance Implementation		98,683	98,683
52002200	INSURANCE		8,225	8,225
52002304	OFFICE EXPENSE - OUTSIDE VENDOR		50,000	50,000
52002355	ADVERTISING		50,000	50,000
52002405	AUDITING	8,000.00		8,000
52002445	OTHER PROF SERVICES	50,000.00	442,857	492,857
	Cardo Consulting		186,160	
	PPGMT-IGT Fee		10,000	
	Chief Smith		108,198	
	AP Triton Contract Plans		73,499	
	AP Triton SME		15,000	
	Executive Director Recruitment		50,000	
52002540	LEGAL SERVICES		300,000	300,000
52002905	RENTS & LEASE STRUCTURE		10,417	10,417
54504050	VEHICLES		300,000	300,000
55305030	TRANSFERS OUT		81,522	81,522
TOTAL EXPENDITURES		\$ 58,000	1,341,704	\$ 1,399,704

**CONFIRE****STAFF REPORT****DATE: February 28, 2024****FROM: Nathan Cooke
Interim Director****TO: Board of Directors**

SUBJECT: Director Spending Authority- Temporary Change

Recommendation

It is recommended that the CONFIRE Board of Directors (BOD) temporarily (until January 1, 2025) increase the spending authority for the Director to \$500,000, for expenditures related to the County Ground Ambulance Contract, which was previously approved by the BOD.

Background Information

Per CONFIRE Board Policy 4.003 which was last update on 04/29/21, “the Director of CONFIRE has signature authority up to \$50,000 except for Public Works Contracts whereas his/her signature authority will be \$75,000 in accordance to the Uniform Public Construction Cost Accounting Act (CUPCCAA)”.

On December 5, 2023, the County of San Bernardino awarded the Ground Ambulance Contract to CONFIRE. The contract clearly stipulates benchmarks and requirements that must be met and performed prior to the implementation date of October 1, 2024. These benchmarks and requirements will require a significant number of purchases and expenditures, that will exceed the Director’s signature authority of \$50,000.

Currently, when CONFIRE needs to purchase services or goods that exceed \$50,000, the Director is required to seek prior approval from the Administrative Committee, which only meets once a month. This process will limit our ability to make purchases in a timely manner, which could result in us missing out on timelines and benchmarks set forth in the contract, thereby jeopardizing the contract requirements altogether.

By temporarily increasing the Director’s signature authority to \$500,000, this will streamline purchases related to the start-up and implementation of the ambulance contract, keeping us in compliance with the timelines and benchmarks set forth.

Fiscal Impact

There will be no fiscal impact. All other current purchasing and procurement guidelines/policies will remain intact and adhered to by CONFIRE staff.

**CONSOLIDATED FIRE AGENCIES
POLICIES OF THE BOARD OF DIRECTORS**

POLICY: **BP 4.003**

TITLE: **Contracts, Loans, Checks and Deposits**

ADOPTED: **[4.29.2021]**

REVISED: **[]**

1. The Board of Directors may authorize any officer or officers, agency or agents, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of CONFIRE, and such authority may be general or confined to specific instances.

2. The Board authorizes:
 - a. The Director of CONFIRE has signature authority up to \$50,000 except for Public Works Contracts whereas his/her signature authority will be \$75,000 in accordance to the Uniform Public Construction Cost Accounting Act (CUPCCA). The Director will have full discretion on designating below his/her authority.

 - b. If purchases are \$25,000 or below the MIS Manager or Business Management/Analyst has signature authority.

3. No loans shall be contracted on behalf of CONFIRE and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

4. All checks, drafts or other orders for the payment of monies, notes or other evidences of indebtedness issued in the name of CONFIRE shall be signed by such officer or officers, agent or agents, of CONFIRE and in such manner as shall from time to time be determined by the Board of Directors. Such agents include: Director or Administrative Manager.



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JANUARY 23, 2024 – 1:30 PM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Dan Harker/Chair, Loma Linda Fire Department

Chief Rich Sessler/Vice-Chair, Redlands Fire Department

Chief Buddy Peratt, Apple Valley Fire Protection District

Chief Jeremy Ault, Chino Valley Fire District

Chief Tim McHargue, Colton Fire Department

B. C. Rick Snawder, Rancho Cucamonga Fire Department – *Chief McCliman arrived @2:05*

Chief Brian Park, Rialto Fire Department – *Arrived @ 1:47 p.m.*

Chief Bertral Washington, San Bernardino County Fire

Chief Willie Racowski, Victorville Fire Department

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

No conflicts were announced.

CONSENT ITEMS

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

1. Approve Administrative Committee Minutes of November 28, 2023
2. Approve Special Administrative Committee Minutes of November 30, 2023
3. Approve Special Administrative Committee Minutes of December 11, 2023

4. Approve Special Administrative Committee Minutes of January 9, 2024
5. CONFIRE Operation Statement as of December 31, 2023
6. Fund Balance Report as of December 31, 2023
7. 2023 YTD Call Summary
8. YTD Answering Times
9. Billable Incidents 2023
10. Call Processing Time Analysis – December 2023
11. EMD-ECNS Performance Standards – December 2023

Motion to accept all items on Consent

Motion by: Chief Buddy Peratt

Second by: Chief Rich Sessler

Yes - 11

No - 0

Abstain – 0

Absent – 1, Chief Brian Park

DIRECTOR REPORT

- a. Dispatch Standards Working Group
- b. Surge Ambulance Update/ICEMA Agreement
- c. Implementation Team Update
- d. Staffing Update
- e. Re-Org Staffing Update
- f. Search Committee Update
- g. CONFIRE Foundation (non-profit)
- h. Branding/Logo Update

COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates - Blessing Ugbo
 - *CONFIRE Environment Freeze – Removed on January 15th*
 - *CAD Maintenance – 1/23/24*
 - *Next-Gen Firewall – MIS continues to work on isolating CAD to its own sub-network*
 - *Discussion on email security*
- b. Ops Chief Committee Report – Chief Henry Perez
 - *Yearly calendar solidified*
 - *ECNS response plan discussion*
 - *Chief Gayk and Chief Smith gave implementation team update*

c. CAD to CAD – Mike Bell

- Ontario FD is moving forward with their CDC project
- 2/15/24 meeting in Chino to demo the solution to Law Agencies
- CST credits applied to this year's annual subscriptions
- Submitted packet for HSGP 2023 award, also applied for 2024
- AMR and Murrieta doing testing this week
- CST/Irwin working on an interface (CONFIRE inspired effort)
- LA Area Fire Chiefs looking for hub type capability, Unify demoed
- Ventura/Santa Barbara County talking, potential IE PSOP engagement

OLD BUSINESS**NEW BUSINESS**

12. Independent Contractor Agreement between CONFIRE and Cardo Consulting Inc. -

ACTION ITEM

The CONFIRE EMS Division Subsidiary Committee recommends the Administrative Committee adopt the agreement between CONFIRE and Cardo Consulting, an independent contractor.

Motion to execute the agreement between CONFIRE and Cardo Consulting as presented.

Motion by: Chief Tim McHargue

Second by: Chief Bertral Washington

Yes - 12

No - 0

Abstain - 0

Absent - 0

13. Billable Incidents - **ACTION ITEM**

After discussion the Administrative Committee agreed to move this item to the February 28th Administrative Committee Meeting.

14. EMS Sub-Committee Policy - **ACTION ITEM**

After thorough discussion the Administrative Committee tabled this item. Current Policy 6.002 revised 7.25.23 will remain intact.

ROUND TABLE

None

CLOSED SESSION

- 15. Review and update anticipated Litigation – Significant exposure to litigation to Government Code section 4596.9(b): County Ambulance RFP
- 16. Conference with Labor Negotiator – Government Code section 54957.6 CONFIRE Negotiator – Nathan Cooke, Employee Organization(s) – Teamsters

No reportable action taken during closed session.

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

The meeting adjourned at 3:58 p.m.

Upcoming Meetings:

Next Regular Meeting: February 28, 2024, at 1:30 p.m.

 /s/ Liz Berry
Liz Berry
Administrative Secretary I



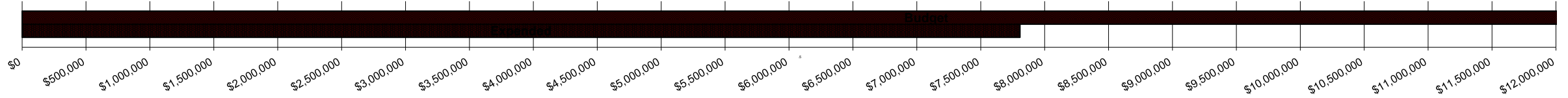
OPERATIONS FUND 5008
Audited MONTHLY SUMMARY FY 2023-24

Transactions thru January 31, 2024

Item 19.

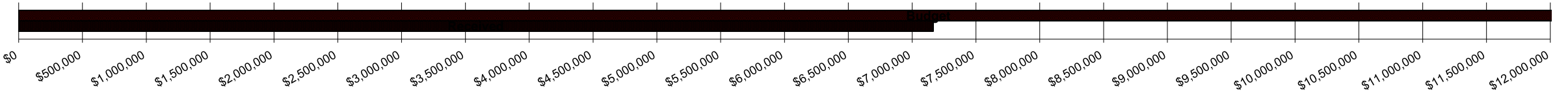
Expenditures	3 PP											3 PP June	Total YTD Expended	2023/24 Budget	Bud - Exp Difference	% Used
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May					
Salary/Benefits	603,081	499,711	578,886	653,923	856,459	595,259	569,706	-	-	-	-	-	4,357,026	9,316,661	\$4,959,635	46.8%
Overtime/Call Back	32,907	27,470	29,306	29,115	41,389	29,258	28,476	-	-	-	-	-	217,921	46,000	-\$171,921	473.7%
Phone/Circuits/Internet	16,340	31,491	40,356	35,047	34,404	35,143	41,955	-	-	-	-	-	234,735	450,337	\$215,602	52.1%
County IS/Data Services/Counsel	12,596	(3,443)	3,407	4,008	1,603	1,218	2,054	-	-	-	-	-	21,443	61,926	\$40,483	34.6%
Radio/Pager, Console Maint	-	46,538	41,673	41,701	41,701	42,357	43,108	-	-	-	-	-	257,078	534,989	\$277,911	48.1%
Computer Software	53,355	1,193,865	44,997	21,357	8,484	398,062	417,700	-	-	-	-	-	2,137,820	2,379,133	\$241,313	89.9%
Computer Hardware	-	96	744	8,547	186	(8,553)	119	-	-	-	-	-	1,138	15,250	\$14,112	7.5%
Office Exp/Copier Lease	3,126	7,624	2,338	4,347	6,451	4,801	7,164	-	-	-	-	-	35,851	111,795	\$75,944	32.1%
Insurance/Auditing	128,891	12,535	-	27,864	12,000	2,163	8,792	-	-	-	-	-	192,245	169,122	(\$23,123)	113.7%
Payroll/HR/Medical Director	4,917	72,091	46,583	31,657	23,585	18,939	36,357	-	-	-	-	-	234,129	688,514	\$454,385	34.0%
Travel/Training	3,549	(1,158)	3,446	684	845	2,697	1,204	-	-	-	-	-	11,267	95,000	\$83,733	11.9%
Auto/Structure/Fuel	-	1,388	1,582	1,555	1,474	1,872	1,776	-	-	-	-	-	9,647	59,232	\$49,585	16.3%
Other/HDGC Rent/Equip Trans	15,510	8,620	14,134	14,523	27,646	1,864	14,547	-	-	-	-	-	96,844	221,035	\$124,191	43.8%
Total	874,271	1,896,828	807,452	874,329	1,056,227	1,125,080	1,172,956	-	-	-	-	-	7,807,143	14,148,994	\$6,341,851	55.2%

% Fiscal Year Passed 58.3%



Revenue												Received	Budget	Difference	% Rcvd	
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May					June
Services	-	3,466,357	-	-	3,503,537	-	26	-	-	-	-	-	6,969,921	14,255,214	\$7,285,293	49%
Interest	37,546	(37,546)	-	38,217	-	-	39,707	-	-	-	-	-	77,924	-	(\$77,924)	
Other	-	103,433	-	14,179	-	-	-	-	-	-	-	-	117,611	-	(\$117,611)	
Total	37,546	3,532,244	-	52,396	3,503,537	-	39,733	-	-	-	-	-	7,165,456	14,255,214	\$7,089,758	50%

% Fiscal Year Passed 58.3%





FY 2023-2024
Audited Fund Balance Report
as of January 31, 2024

Operations Fund (5008)

Unaudited Fund Balance 7/1/23		\$	3,906,214
Revenue	7,165,456		
Expenditures	(7,807,143)		
Net			(641,687)
Net Transfers In/Out			-
Total Fund Balance		\$	<u>3,264,527</u>

**FY 2023-24 Operating costs 10% is \$1,425,877 Per Board Policy*

Equipment Reserve Fund (5009)

Unaudited Fund Balance 7/1/23		\$	2,329,317
Revenue	388,415		
Expenditures	(504,353)		
Net			(115,938)
Total Fund Balance		\$	<u>2,213,379</u>

General Reserve Fund (5010)

Unaudited Fund Balance 7/1/23		\$	6,450,620
Revenue	507,017		
Expenditures	(608,839)		
Grant Funds Due to CAD to CAD	-		
Net			(101,822)
Total Fund Balance		\$	<u>6,348,798.03</u>

Restricted Fund Balance

Reserve for CIP	3,000,000		
EMD Optimization (ECNS) Project	-		
Net Committed			3,000,000
Available Fund Balance		\$	<u>3,348,798</u>

**FY 2023-24 Operating costs 25% is \$3,564,692*

Term Benefits Reserve Fund (5011)

Unaudited Fund Balance 7/1/23		\$	1,854,273
Revenue	287,499		
Expenditures	(47,515)		
Net			239,984
Net Transfers In/Out			-
Total Fund Balance		\$	<u>2,094,257</u>




FY 2023-2024
Audited Fund Balance Report
as of January 31, 2024

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

Unaudited Fund Balance 7/1/23		\$	315,785
Revenue			11,579
Expenditures			(9,262)
	Net		2,317
	Net Transfers In/Out		-
Total Fund Balance		\$	318,102

Emergency Medical Service Division Enterprise Fund (5020)

Unaudited Fund Balance 7/1/23		\$	1,124,165
Revenue			24,050
Expenditures			(45,015)
	Net		(20,965)
	Net Transfers In/Out		-
Available Fund Balance		\$	1,103,200



Call Summary

CONFIRE/Comm Center

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

Year: 2024

From: 1/1/2024

To: 1/31/2024

Period: Month

Group:

Call Type: All

Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-24	18354	22	18376	0.12%	11742	359	12101	14670	5227	83	19980	50457	121.2
2024 Totals	18354	22	18376	0.12%	11742	359	12101	14670	5227	83	19980	50457	121.2
2023 Totals	17428	41	17469	0.23%	11753	374	12127	14651	4522	104	19277	48873	101.8



PSAP Answer Time

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

Month - Year: 1/1/2024 - 1/31/2024
 Agency Affiliation: Fire

From: 1/1/2024
 To: 1/31/2024
 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 2024 Total	17,259	487	188	319	75	45	3	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
Year to Date 2024 Total	17,259	487	188	319	75	45	3	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
Year to Date 2023 Total	16,325	465	252	329	71	27	0	17,469
% answer time ≤ 10 seconds	93.45%	2.66%	1.44%	1.88%	0.41%	0.15%	0.00%	100.00%
% answer time ≤ 15 seconds	96.11%							
% answer time ≤ 40 seconds	99.44%							

CONFIRE Billable Incidents

Period: 01/01/2024 thru 01/31/2024

Jurisdiction	# of Incidents	% of Total
San Bernardino County	11,243	53.10%
VictorvilleFD	1,902	8.98%
RanchoCucamonga	1,562	7.38%
ChinoValleyFD	1,190	5.62%
AppleValley	1,081	5.11%
Rialto	1,005	4.75%
Redlands	978	4.62%
Colton	643	3.04%
MontclairFD	425	2.01%
Big Bear Fire	423	2.00%
Loma Linda	385	1.82%
San Manuel FD	199	0.94%
Baker Ambulance	74	0.35%
Running Springs	33	0.16%
Road Department	32	0.15%
Total	21,175	100%
BDC Division	# of Incidents	% of Total
East Valley	3,924	34.90%
Fontana	1,861	16.55%
Valley	1,586	14.11%
Hesperia	1,051	9.35%
North Desert	994	8.84%
South Desert	982	8.73%
Adelanto	430	3.82%
Mountain	399	3.55%
Hazmat	16	0.14%
Total	11,243	100%

CONFIRE 911 Call Processing Time Analysis

January 2024



January 2024

Contents

Call Answering Time from Primary PSAP 2

Emergency Call Processing..... 3

EMS Call Processing 4

Fire/Rescue Related Calls..... 8

Figures

Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center. 2

Figure 2: CONFIRE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System. 3

Figure 3: EMS Call Pickup to First Unit Assigned. Includes all Emergency Call Types, and Calls With and Without Determinant Codes. 4

Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes. 5

Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes. 6

Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code..... 7

Figure 7: Fire/Rescue Call Pickup to First Unit Assigned..... 8

Figure 8: Fire/Rescue Call Pickup to Queue. 9

Figure 9: Fire/Rescue Queue to First Unit Assigned.....10

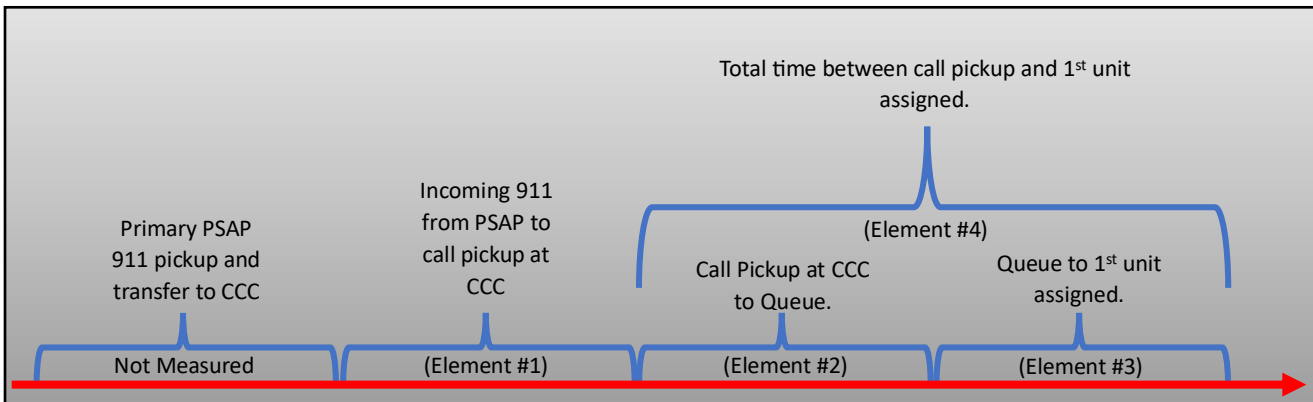
CONFIRE Emergency Call Processing Times.

January 2024

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

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

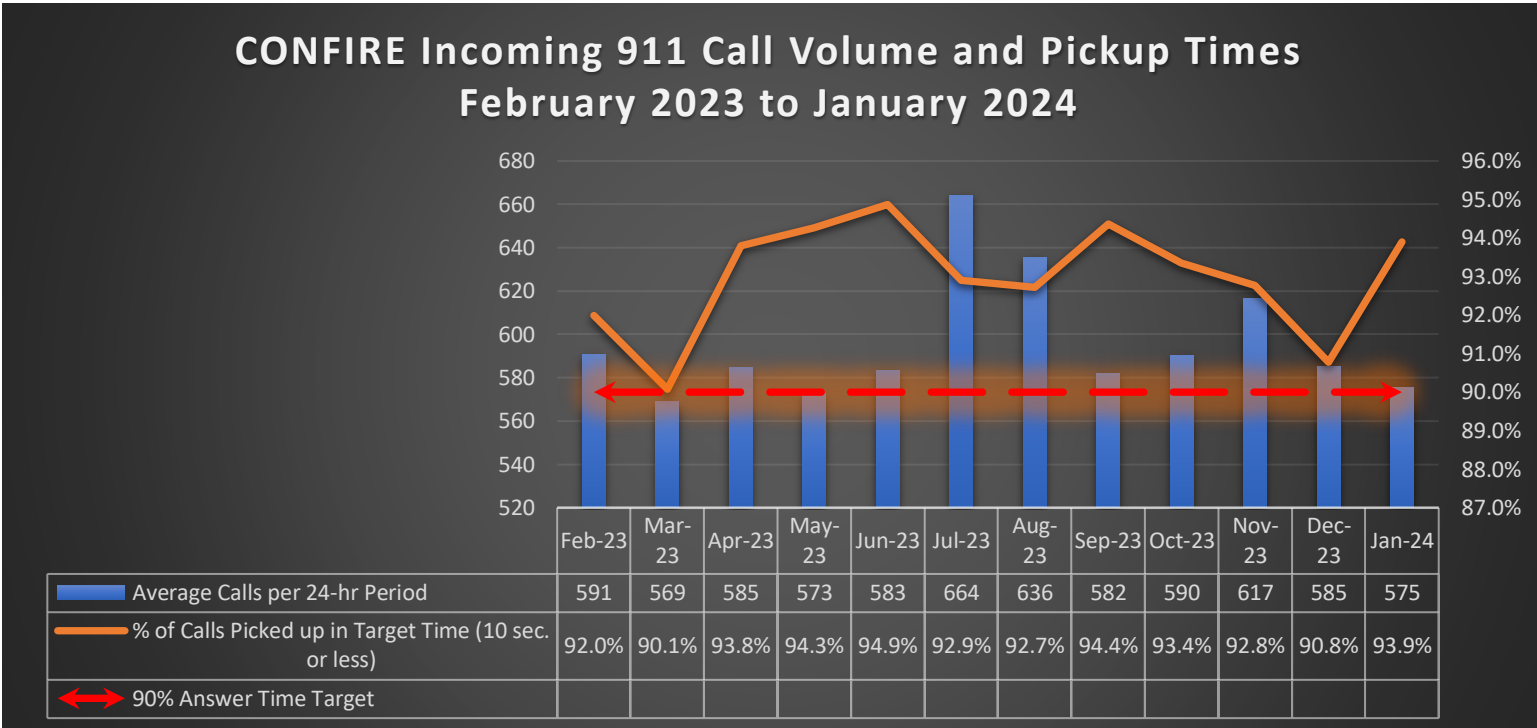
Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.



Call Answering Time from Primary PSAP

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

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



Emergency Call Processing

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

EMS Call Processing

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

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

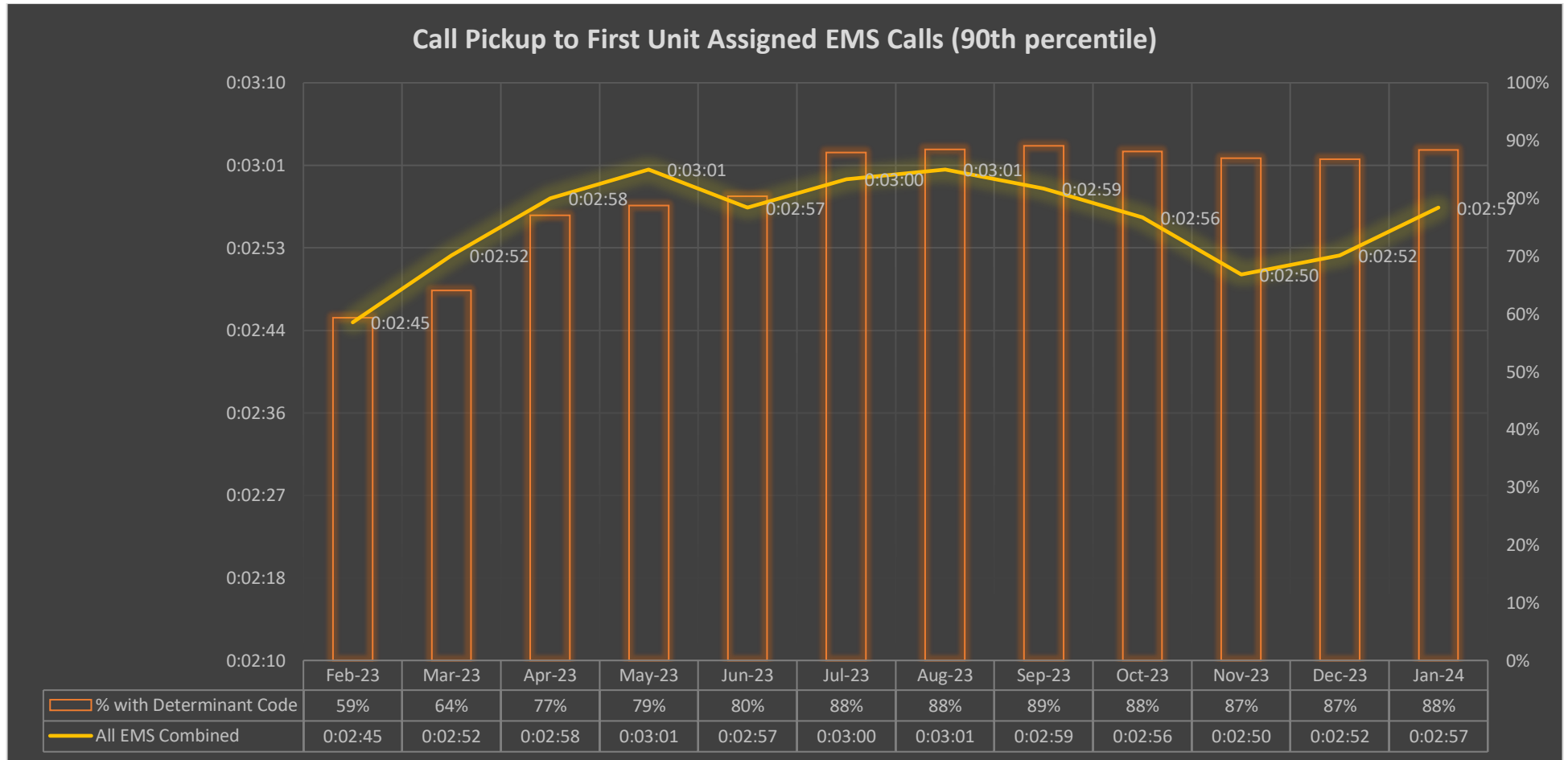


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

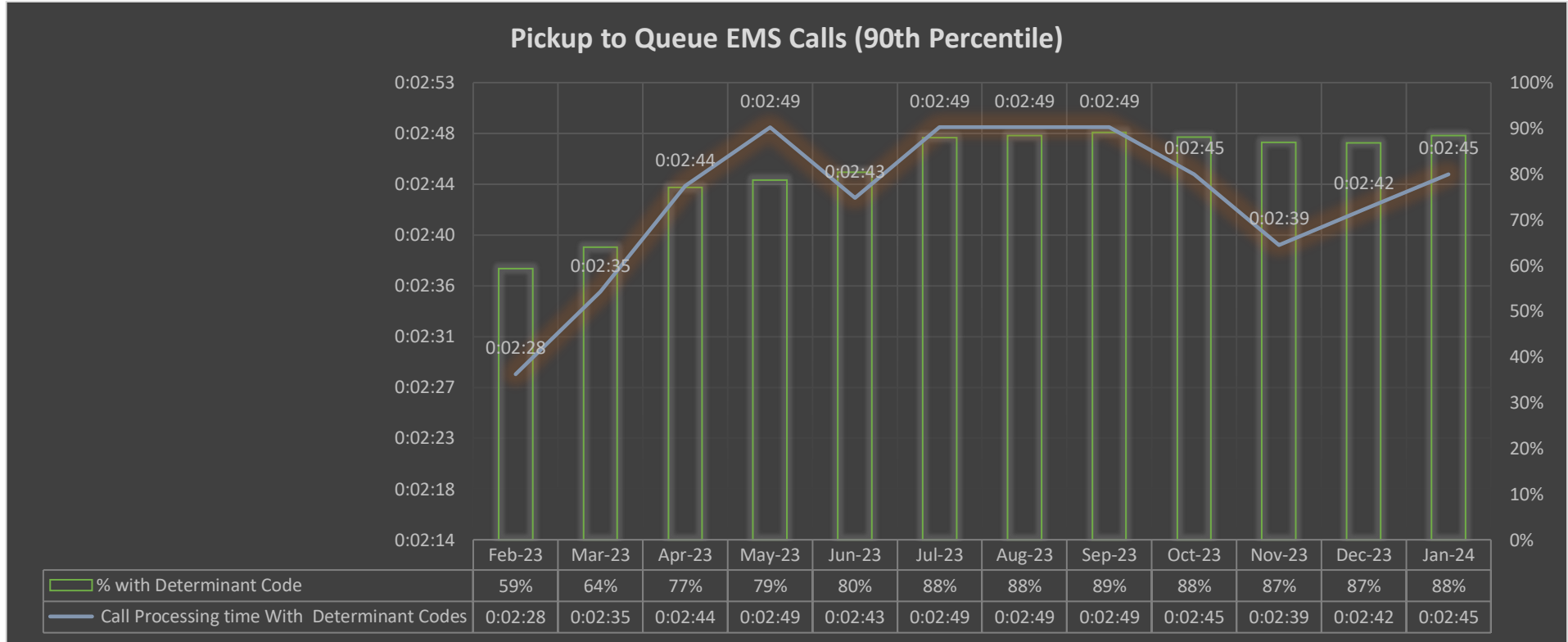


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

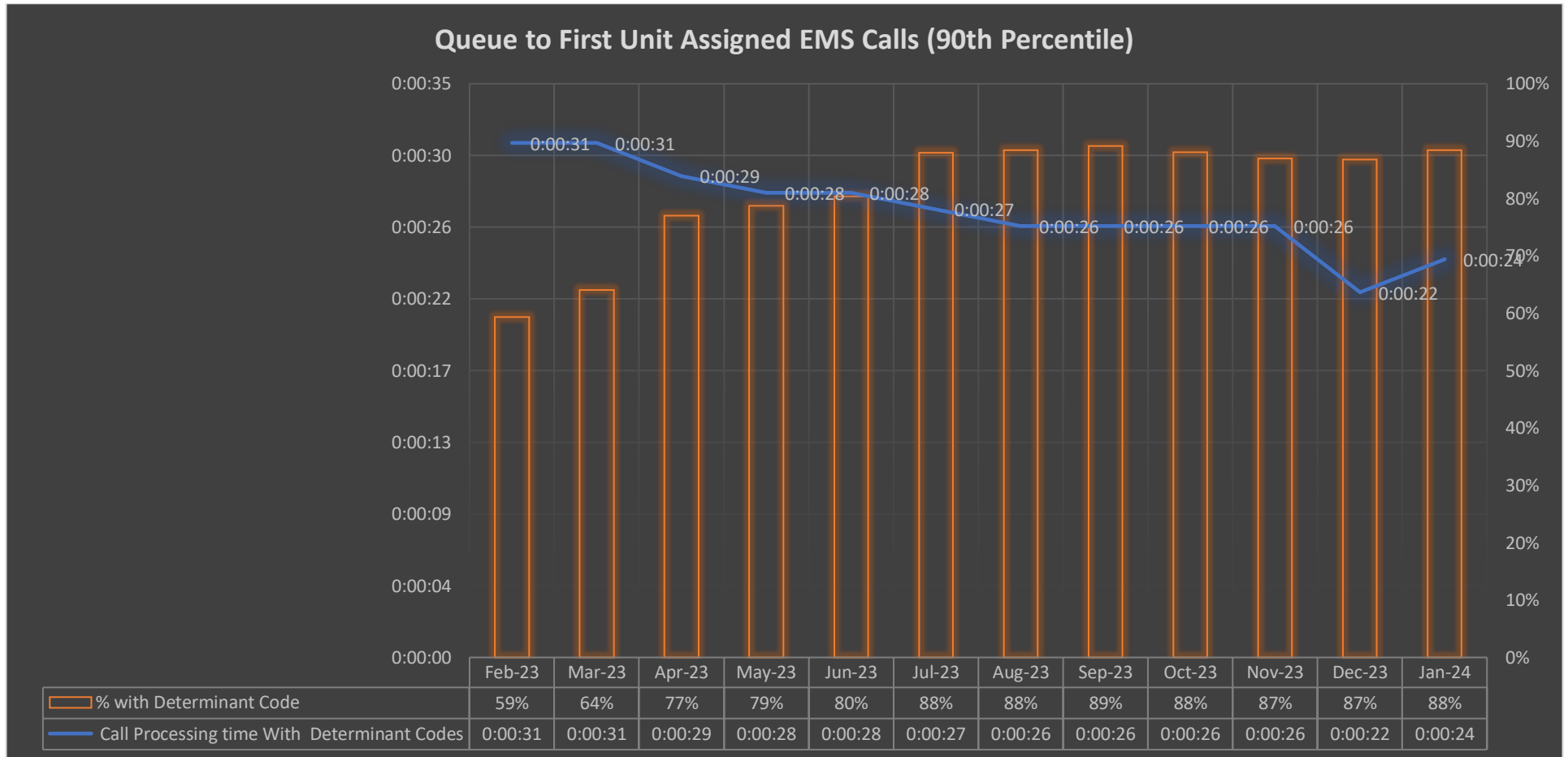
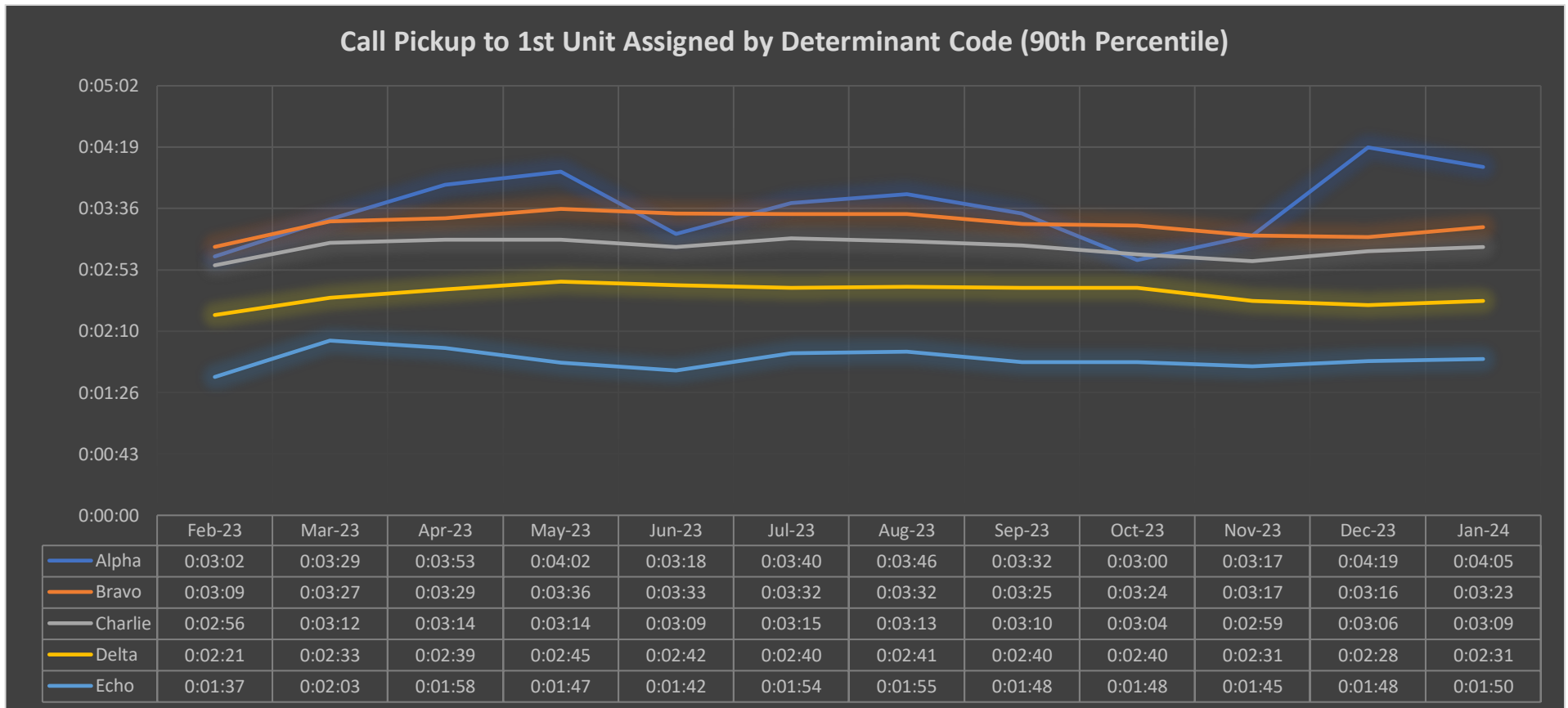


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



Fire/Rescue Related Calls

Fire/Rescue related calls include all CAD problem codes that reference specific fire types as well as technical rescue and Haz-mat calls. The count of both emergency and non-emergency (per NFPA recommendations) fire related calls are included. However, the call processing times only include emergency call types.

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

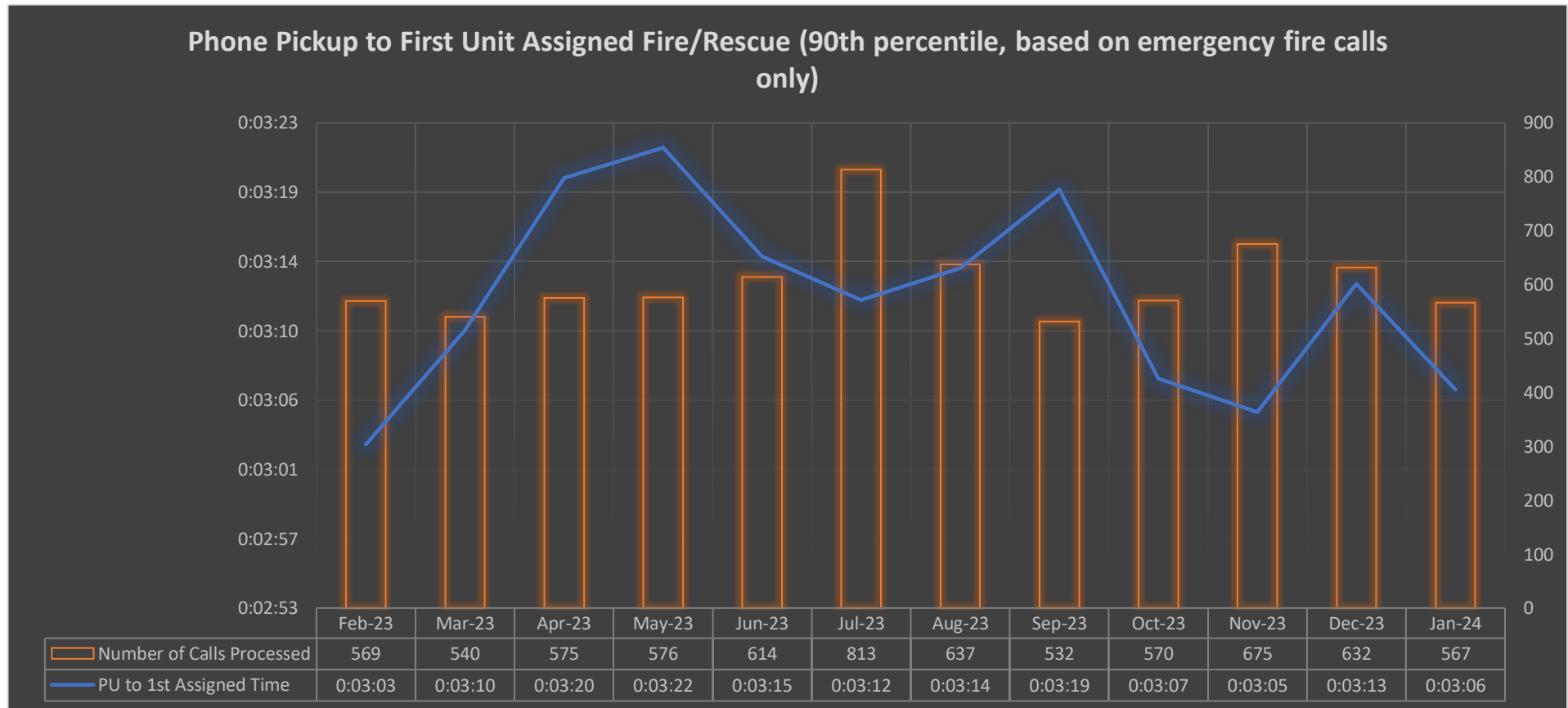


Figure 8: Fire/Rescue Call Pickup to Queue.

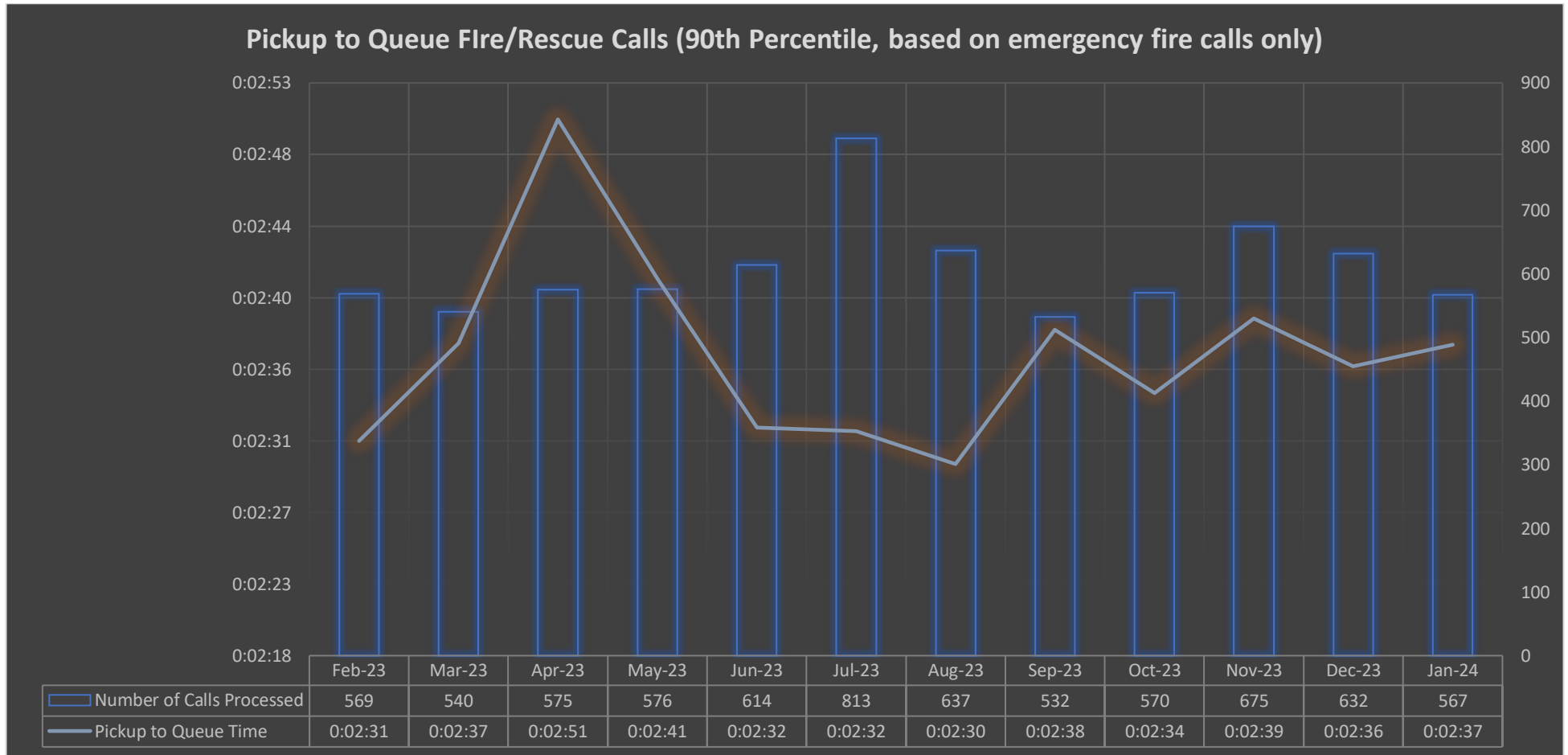


Figure 9: Fire/Rescue Queue to First Unit Assigned.

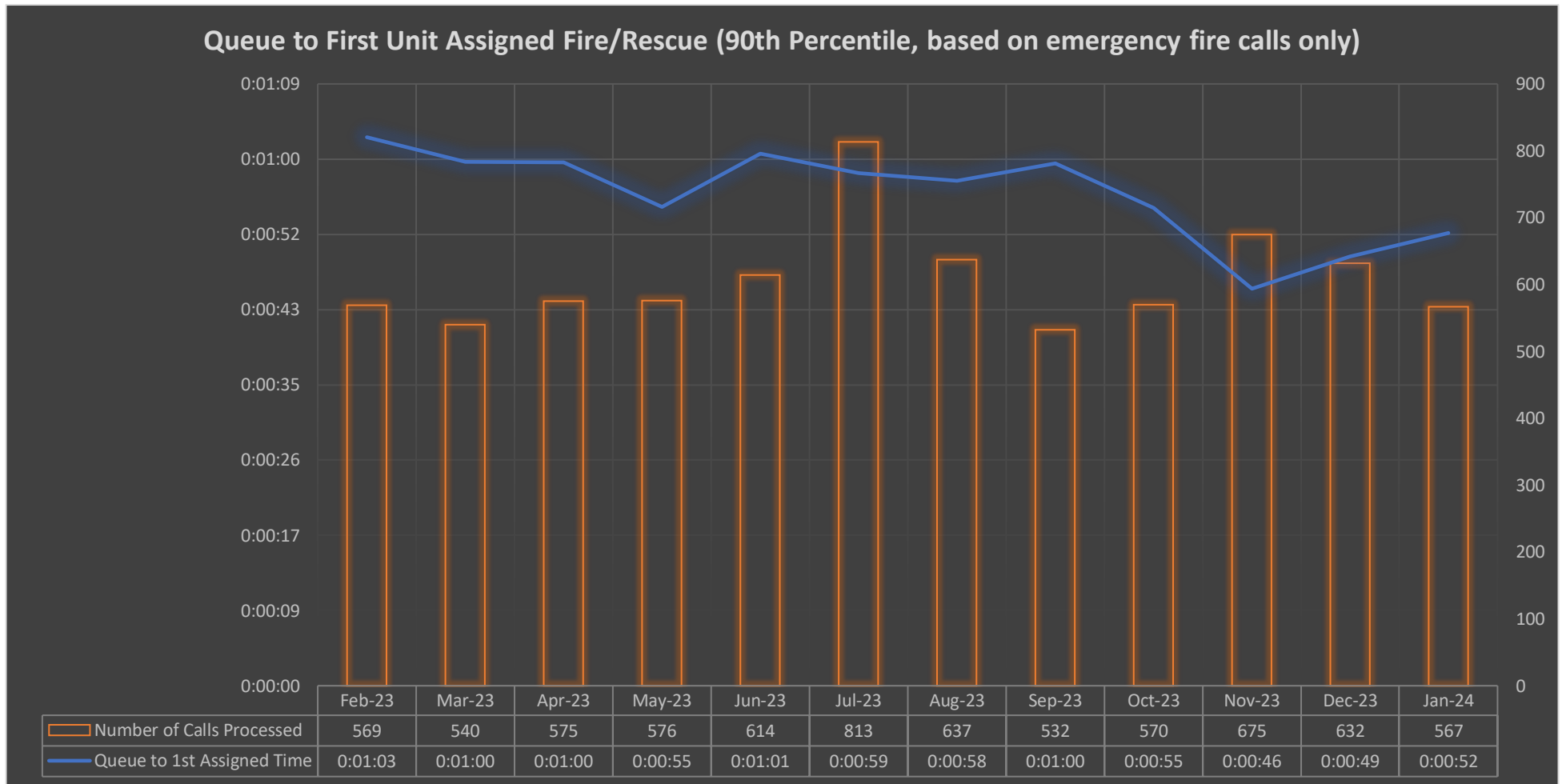


Table 1: EMS 911 calls for service and EMD completion for January 2024

Total Emergency EMS Calls Processed	17,278
Total EMS Calls with Determinant Code	12,791

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

Total Calls Eligible for ECNS:	1,268
% of Eligible EMS Calls Transferred to ECNS	32.3%


CONFIRE

STAFF REPORT

DATE: February 28, 2024

FROM: Nathan Cooke, Interim Director

BY: Mike Bell, IE PSOP Project Coordinator

TO: Administrative Committee

SUBJECT: Revised CAD to CAD Agency Agreements

RECOMMENDATION

Approve revised Inland Empire Public Safety Operations Platform (IE PSOP) agency agreements and authorize the CONFIRE Director to execute said agreements with non-substantial modifications.

BACKGROUND

CONFIRE acts as the Administrative Agency for the Inland Empire Public Safety Operations Platform (IE PSOP). This is a regional effort to connect disparate public safety computer-aided dispatch (CAD) systems of emergency communications centers (ECC) in San Bernadino and Riverside County. The project was initially funded through UASI grants and has been operational since 2021. Currently five agencies are live on the system (CONFIRE, San Manuel Department of Public Safety, Chino PD, Riverside County Fire, AMR – San Bernardino) with another four in various stages on integration projects (Murrieta FD, Ontario FD, CAL Fire San Bernardino, AMR – Riverside). Known as CAD to CAD systems, this technology enables ECC's to connect their CAD systems in order to share incident information and resources in a more timely manner than the tradition series of phone calls previously required. Regional situational awareness and response times are measurably improved with this capability.

Recently the Executive Committee of the IE PSOP gave CONFIRE direction to take advantage of the product's vendor, Central Square Technologies migration to an annual subscription pricing model. This model substantially reduces the annual costs for the program for existing participating agencies, in most cases between \$5,000-7,000 per year. This change requires CONFIRE to revise existing agreements with participating agencies to update the pricing and cost recovery component. CONFIRE has completed the draft agreements with input from legal counsel. Upon approval staff will work with the various agencies to obtain mutual approval and execute the agreements.

FISCAL IMPACTS

These agreements assist CONFIRE in recovering program management costs related to the administration of this program. There is no cost to CONFIRE for executing these agreements.

Attachments:

CONFIRE - Agency IE PSOP Agreement - Draft Riverside County FD - 2.28.24

CONFIRE - Agency IE PSOP Agreement - Draft Ontario FD - 2.28.24

CONFIRE - Agency IE PSOP Agreement - Draft Murrieta FD - 2.28.24

CONFIRE - Agency IE PSOP Agreement - Draft Chino PD - 2.28.24

CONFIRE - Agency IE PSOP Agreement - Draft AMR – San Bernardino - 2.28.24

CONFIRE - Agency IE PSOP Agreement - Draft CAL Fire – San Bernardino - 2.28.24

CONSOLIDATED FIRE AGENCIES
INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM AGENCY (IE PSOP)
AGREEMENT
(County of Riverside)

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the County of Riverside (“Agency”), a political subdivision of the State of California, as a Member Agency, on behalf of the Riverside County Fire Department. CONFIRE and Agency may be individually referred to as a “Party” and collectively as “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: Independent Contractor Agreement for Special Services

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

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

4. COMPENSATION

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

5. EFFECTIVE DATE AND TERM

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

6. GENERAL TERMS AND CONDITIONS

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

7. NOTICE

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

To CONFIRE:

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

To Agency:

County of Riverside
Attn: [Insert Name], [Insert Title]
[Insert Address]
[Insert City, State]

8. DEFINED TERMS

Except as may be expressly set forth in this Agreement to the contrary, all capitalized terms used in this Agreement shall have the meanings ascribed to them in that certain Inland Empire Regional Interoperability Project (former name) Memorandum of Understanding dated August 18, 2020 (“IE PSOP MOU”).

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

Consolidated Fire Agencies

County of Riverside

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Chair, Board of Supervisors

Print Name: _____

Its: _____

EXHIBIT A
to AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to Agency on behalf of the Inland Empire Regional Interoperability Project (“Services”):
 - a. Administrative and fiscal oversight of the Inland Empire Public Safety Operations Platform (“IE PSOP”) CAD to CAD solution “Unify” (Central Square Technologies, Inc, hereinafter referred to as “Vendor”) in accordance with the current agreement between CONFIRE and Vendor and in accordance with the current version of the IE PSOP Memorandum of Understanding. By way of illustration and not limitation, such oversight shall include:
 - (1) Billing and collection of fees associated with the operation of the IE PSOP CAD to CAD solution.
 - (2) Coordination of on-boarding process for new agencies to become users of the IE PSOP CAD to CAD Solution.
 - b. Coordination of IE PSOP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE PSOP MOU.
 - c. Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE PSOP CAD to CAD solution.
 - d. Provision of dedicated staff to act as System Administrator for the IE PSOP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, such services shall include:
 - (1) Initial level of support based on Vendor Maintenance and Support process as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”
 - e. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
2. In receiving the Services, the Contracting Agency shall do the following:
 - a. Procure, install and maintain any application interface (API) required to enable the CAD to CAD hub to communicate with the Agency CAD system.
 - b. Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational and technical staff with decision-making authority regarding this Agreement and the IE PSOP MOU.

- c. For Member Agencies, appoint an authorized representative for IE PSOP Member Agency Committees, as necessary.
 - (1) Executive Committee
 - (2) Operations Committee
- d. Abide by the IE PSOP MOU currently in effect. (On file, available for review)
- e. Abide by the Maintenance and Support process for the CAD to CAD solution as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”

EXHIBIT B
to AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. Costs are based on the Central Square CAD to CAD “Unify” product utilizing the annual subscription model per detailed in Exhibit B -Compensation to the “Agreement For Services” between the IE PSOP Administrative agency (CONFIRE) and the Vendor (Exhibit E - Independent Contractor Agreement for Special Services).
2. The initial annual subscription costs based on the current agreement between the IE PSOP (CONFIRE) and the vendor was \$14,950.
3. Based on this agreement costs can be expected to increase up to 5% each year beginning in 2024.
4. The annual fees will be paid by CONFIRE to the IE PSOP Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs.
5. Payment shall be made to CONFIRE within thirty (30) days of the issuance of the invoice.

B. ADMINISTRATIVE FEE:

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

C. ADDITIONAL FEES:

1. In the event that CONFIRE agrees to provide Agency with Additional Services, Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
2. In the event that CONFIRE incurs additional costs or expenses as a result of Agency’s delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE’s additional costs or expenses so resulting. CONFIRE will provide prior notice (15 days) before assessment of costs to the agency for failing to abide by the terms of the Agreement.

**EXHIBIT C
to AGENCY AGREEMENT**

EFFECTIVE DATE AND TERM

This Agreement is effective upon signature by both parties (“Effective Date”) and shall continue for a term of three (3) years , and shall automatically renew for one-year terms thereafter until such time as the Parties agree to amend this Agreement or terminate the IE PSOP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

EXHIBIT D
to AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Agency warrants that he/she is authorized to execute the Agreement on behalf of Agency and that Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. A facsimile signature shall be as valid as an original. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

13. **INDEMNIFICATION.**

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

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO “occurrence” form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

CONSOLIDATED FIRE AGENCIES
INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM AGENCY (IE PSOP)
AGREEMENT
(City of Ontario)

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 Ontario (“Agency”), a municipal corporation duly authorized and existing under Government Code § 34000 et seq., as a Member Agency. CONFIRE and Agency may be individually referred to as a “Party” and collectively as the “Parties.”

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: Independent Contractor Agreement for Special Services

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

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

4. COMPENSATION

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

5. EFFECTIVE DATE AND TERM

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

6. GENERAL TERMS AND CONDITIONS

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

7. NOTICE

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

To CONFIRE:

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

To Agency:

City of Ontario
Attn: [Insert Name], [Insert Title]
[Insert Address]
[Insert City, State]

8. DEFINED TERMS

Except as may be expressly set forth in this Agreement to the contrary, all capitalized terms used in this Agreement shall have the meanings ascribed to them in that certain Inland Empire Public Safety Operations Platform Memorandum of Understanding (“IE PSOP MOU”), dated August 18, 2020 (revised September 13, 2021).

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

Consolidated Fire Agencies

City of Ontario

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____
City Manager

Print Name: _____

Its: _____

EXHIBIT A
to AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Agency on behalf of the Inland Empire Public Safety Operations Platform (“Services”):
 - a. Administrative and fiscal oversight of the Inland Empire Public Safety Operations Platform (“IE PSOP”) CAD to CAD solution “Unify” (Central Square Technologies, Inc, hereinafter referred to as “Vendor”) in accordance with the current agreement between CONFIRE and Vendor and in accordance with the current version of the IE PSOP Memorandum of Understanding. By way of illustration and not limitation, such oversight shall include:
 - (1) Billing and collection of fees associated with the operation of the IE PSOP CAD to CAD solution.
 - (2) Coordination of on-boarding process for new agencies to become users of the IE PSOP CAD to CAD Solution.
 - b. Coordination of IE PSOP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE PSOP MOU.
 - c. Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE PSOP CAD to CAD solution.
 - d. Provision of dedicated staff to act as System Administrator for the IE PSOP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, such services shall include:
 - (1) Initial level of support based on Vendor Maintenance and Support process as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”
 - e. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
2. In receiving the Services, the Contracting Agency shall do the following:
 - a. Procure, install and maintain any application interface (API) required to enable the CAD to CAD hub to communicate with the Agency CAD system.
 - b. Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational and technical staff with decision-making authority regarding this Agreement and the IE PSOP MOU.

- c. For IE PSOP Member Agencies, appoint an authorized representative for IE PSOP Member Agency Committees, as necessary. These reps should be appropriate executive, operational and/or technical staff.
 - (1) Executive Committee
 - (2) Operations Committee
- d. Abide by the IE PSOP MOU currently in effect. (On file, available for review)
- e. Abide by the Maintenance and Support process for the CAD to CAD solution as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”

EXHIBIT B
to AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. Costs are based on the Central Square CAD to CAD “Unify” product utilizing the annual subscription model per detailed in Exhibit B -Compensation to the “Agreement For Services” between the IE PSOP Administrative agency (CONFIRE) and the Vendor (Exhibit E - Independent Contractor Agreement for Special Services).
2. The initial annual subscription costs based on the current agreement between the IE PSOP (CONFIRE) and the vendor was \$14,950.
3. Based on this agreement costs can be expected to increase up to 5% each year beginning in 2024.
4. The annual fees will be paid by CONFIRE to the IE PSOP Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs.
5. Payment shall be made to CONFIRE within thirty (30) days of the issuance of the invoice.

B. ADMINISTRATIVE FEE:

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

C. ADDITIONAL FEES:

1. In the event that CONFIRE agrees to provide Agency with Additional Services, Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
2. In the event that CONFIRE incurs additional costs or expenses as a result of Agency’s delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE’s additional costs or expenses so resulting. CONFIRE will provide prior notice (15 days) before assessment of costs to the agency for failing to abide by the terms of the Agreement.

EXHIBIT C
to AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

This Agreement is effective upon signature by both parties (“Effective Date”) and shall continue for a term of three (3) years , and shall automatically renew for one-year terms thereafter until such time as the Parties agree to amend this Agreement or terminate the IE PSOP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

EXHIBIT D
to AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Agency warrants that he/she is authorized to execute the Agreement on behalf of Agency and that Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. A facsimile signature shall be as valid as an original. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

13. **INDEMNIFICATION.**

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

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO “occurrence” form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

CONSOLIDATED FIRE AGENCIES
IE PSOP PROJECT AGENCY AGREEMENT
(City of MURRIETA)

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 MURRIETA (“Agency”), a municipal corporation duly authorized and existing under Government Code § 34000 et seq., as a Member Agency. CONFIRE and Agency may be individually referred to as a “Party” and collectively as the “Parties.”

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: Independent Contractor Agreement for Special Services

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

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

4. COMPENSATION

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

5. EFFECTIVE DATE AND TERM

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

6. GENERAL TERMS AND CONDITIONS

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

7. NOTICE

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

To CONFIRE:

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

To Agency:

City of MURRIETA
Attn: [Insert Name], [Insert Title]
[Insert Address]
[Insert City, State]

8. DEFINED TERMS

Except as may be expressly set forth in this Agreement to the contrary, all capitalized terms used in this Agreement shall have the meanings ascribed to them in that certain Inland Empire Public Safety Operation Platform Memorandum of Understanding (“IE PSOP MOU”) dated August 18, 2020 (revised September 13, 2021).

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

Consolidated Fire Agencies

City of MURRIETA

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

**EXHIBIT A
to AGENCY AGREEMENT**

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to Agency on behalf of the Inland Empire Public Safety Operations Platform (“Services”):
 - a. Administrative and fiscal oversight of the Inland Empire Public Safety Operations Platform (“IE PSOP”) CAD to CAD solution “Unify” (Central Square Technologies, Inc, hereinafter referred to as “Vendor”) in accordance with the current agreement between CONFIRE and Vendor and in accordance with the current version of the IE PSOP Memorandum of Understanding. By way of illustration and not limitation, such oversight shall include:
 - (1) Billing and collection of fees associated with the operation of the IE PSOP CAD to CAD solution.
 - (2) Coordination of on-boarding process for new agencies to become users of the IE PSOP CAD to CAD Solution.
 - b. Coordination of IE PSOP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE PSOP MOU.
 - c. Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE PSOP CAD to CAD solution.
 - d. Provision of dedicated staff to act as System Administrator for the IE PSOP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, such services shall include:
 - (1) Initial level of support based on Vendor Maintenance and Support process as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”
 - e. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
2. In receiving the Services, the Contracting Agency shall do the following:
 - a. Procure, install and maintain any application interface (API) required to enable the CAD to CAD hub to communicate with the Agency CAD system.

- b. Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational and technical staff with decision-making authority regarding this Agreement and the IE PSOP MOU.
- c. For Member Agencies, appoint an authorized representative for IE PSOP Member Agency Committees, as necessary.
 - (1) Executive Committee
 - (2) Operations Committee
- d. Abide by the IE PSOP MOU currently in effect. (On file, available for review)
- e. Abide by the Maintenance and Support process for the CAD to CAD solution as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”

**EXHIBIT B
to AGENCY AGREEMENT**

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. Costs are based on the Central Square CAD to CAD “Unify” product utilizing the annual subscription model per detailed in Exhibit B -Compensation to the “Agreement For Services” between the IE PSOP Administrative agency (CONFIRE) and the Vendor (Exhibit E - Independent Contractor Agreement for Special Services).
2. The initial annual subscription costs based on the current agreement between the IE PSOP (CONFIRE) and the vendor was \$14,950.
3. Based on this agreement costs can be expected to increase up to 5% each year beginning in 2024.
4. The annual fees will be paid by CONFIRE to the IE PSOP Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs.
5. Payment shall be made to CONFIRE within thirty (30) days of the issuance of the invoice.

B. ADMINISTRATIVE FEE

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

C. ADDITIONAL FEES:

1. In the event that CONFIRE agrees to provide Agency with Additional Services, Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
2. In the event that CONFIRE incurs additional costs or expenses as a result of Agency’s delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE’s additional costs or expenses so resulting. CONFIRE will provide prior notice (15 days) before assessment of costs to the agency for failing to abide by the terms of the Agreement.

EXHIBIT C
to AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

This Agreement is effective upon signature by both parties (“Effective Date”) and shall continue for a term of three (3) years , and shall automatically renew for one-year terms thereafter until such time as the Parties agree to amend this Agreement or terminate the IE PSOP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

EXHIBIT D
to AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Agency warrants that he/she is authorized to execute the Agreement on behalf of Agency and that Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

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

13. **INDEMNIFICATION.**

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

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO “occurrence” form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

CONSOLIDATED FIRE AGENCIES
INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM (IE PSOP)
AGENCY AGREEMENT
(City of Chino)

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 Chino (“Agency”), a municipal corporation duly authorized and existing under Government Code § 34000 et seq., as a Member Agency. CONFIRE and Agency may be individually referred to as a “Party” and collectively as the “Parties.”

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: Independent Contractor Agreement for Special Services

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

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

4. COMPENSATION

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

5. EFFECTIVE DATE AND TERM

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

6. GENERAL TERMS AND CONDITIONS

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

7. NOTICE

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

To CONFIRE:

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

To Agency:

City of Chino
Attn: [Insert Name], [Insert Title]
[Insert Address]
[Insert City, State]

8. DEFINED TERMS

Except as may be expressly set forth in this Agreement to the contrary, all capitalized terms used in this Agreement shall have the meanings ascribed to them in that certain Inland Empire Public Safety Operations Platform Memorandum of Understanding (“IE PSOP MOU”), dated August 18, 2020 (revised September 13, 2021).

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

Consolidated Fire Agencies

City of Chino

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

EXHIBIT A
to AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Agency on behalf of the Inland Empire Public Safety Operations Platform (“Services”):
 - a. Administrative and fiscal oversight of the Inland Empire Public Safety Operations Platform (“IE PSOP”) CAD to CAD solution “Unify” (Central Square Technologies, Inc, hereinafter referred to as “Vendor”) in accordance with the current agreement between CONFIRE and Vendor and in accordance with the current version of the IE PSOP Memorandum of Understanding. By way of illustration and not limitation, such oversight shall include:
 - (1) Billing and collection of fees associated with the operation of the IE PSOP CAD to CAD solution.
 - (2) Coordination of on-boarding process for new agencies to become users of the IE PSOP CAD to CAD Solution.
 - b. Coordination of IE PSOP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE PSOP MOU.
 - c. Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE PSOP CAD to CAD solution.
 - d. Provision of dedicated staff to act as System Administrator for the IE PSOP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, such services shall include:
 - (1) Initial level of support based on Vendor Maintenance and Support process as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”
 - e. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
2. In receiving the Services, the Contracting Agency shall do the following:
 - a. Procure, install and maintain any application interface (API) required to enable the Agency CAD system to communicate with the CAD to CAD hub.

- b. Provide CONFIRE current contact information for Agency representatives including administrative, operational, and technical staff with decision-making authority regarding this Agreement and the IE PSOP MOU.
- c. For IE PSOP Member Agencies, appoint an authorized representative for IE PSOP Member Agency Committees, as necessary. These reps should be appropriate executive, operational and/or technical staff.
 - (1) Executive Committee
 - (2) Operations Committee
- d. Abide by the IE PSOP MOU currently in effect. (On file, available for review)
- e. Abide by the Maintenance and Support process for the CAD to CAD solution as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”

EXHIBIT B
to AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. Costs are based on the Central Square CAD to CAD “Unify” product utilizing the annual subscription model per detailed in Exhibit B -Compensation to the “Agreement For Services” between the IE PSOP Administrative agency (CONFIRE) and the Vendor (Exhibit E - Independent Contractor Agreement for Special Services).
2. The initial annual subscription costs based on the current agreement between the IE PSOP (CONFIRE) and the vendor was \$14,950.
3. Based on this agreement costs can be expected to increase up to 5% each year beginning in 2024.
4. The annual fees will be paid by CONFIRE to the IE PSOP Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs.
5. Payment shall be made to CONFIRE within thirty (30) days of the issuance of the invoice.

B. ADMINISTRATIVE FEE

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

C. ADDITIONAL FEES:

1. In the event that CONFIRE agrees to provide Agency with Additional Services, Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
2. In the event that CONFIRE incurs additional costs or expenses as a result of Agency’s delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE’s additional costs or expenses so resulting. CONFIRE will provide prior notice (15 days) before assessment of costs to the agency for failing to abide by the terms of the Agreement.

EXHIBIT C
to AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

This Agreement is effective upon signature by both parties (“Effective Date”) and shall continue for a term of three (3) years , and shall automatically renew for one-year terms thereafter until such time as the Parties agree to amend this Agreement or terminate the IE PSOP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

EXHIBIT D
to AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Agency warrants that he/she is authorized to execute the Agreement on behalf of Agency and that Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

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

13. **INDEMNIFICATION.**

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

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO “occurrence” form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

CONSOLIDATED FIRE AGENCIES
INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM (IE PSOP)
AGENCY AGREEMENT
(Global Medical Response)

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 Global Medical Response (“Agency”), a private corporation, as a Member Agency. CONFIRE and Agency may be individually referred to as a “Party” and collectively as the “Parties.”

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: Independent Contractor Agreement for Special Services

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

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

4. COMPENSATION

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

5. EFFECTIVE DATE AND TERM

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

6. GENERAL TERMS AND CONDITIONS

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

7. NOTICE

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

To CONFIRE:

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

To Agency:

Global Medical Response
Attn: [Insert Name], [Insert Title]
[Insert Address]
[Insert City, State]

8. DEFINED TERMS

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

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

Consolidated Fire Agencies

Global Medical Response

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

EXHIBIT A
to AGENCY AGREEMENT

SCOPE OF SERVICES

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

- b. Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational and technical staff with decision-making authority regarding this Agreement and the IE PSOP MOU.
- c. For Member Agencies, appoint an authorized representative for IE PSOP Member Agency Committees, as necessary.
 - (1) Executive Committee
 - (2) Operations Committee
- d. Abide by the IE PSOP MOU currently in effect. (On file, available for review)
- e. Abide by the Maintenance and Support process for the CAD to CAD solution as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”

EXHIBIT B
to AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. Costs are based on the Central Square CAD to CAD “Unify” product utilizing the annual subscription model per detailed in Exhibit B -Compensation to the “Agreement For Services” between the IE PSOP Administrative agency (CONFIRE) and the Vendor (Exhibit E - Independent Contractor Agreement for Special Services).
2. The initial annual subscription costs based on the current agreement between the IE PSOP (CONFIRE) and the vendor was \$14,950.
3. Based on this agreement costs can be expected to increase up to 5% each year beginning in 2024.
4. The annual fees will be paid by CONFIRE to the IE PSOP Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs.
5. Payment shall be made to CONFIRE within thirty (30) days of the issuance of the invoice.

B. ADMINISTRATIVE FEE

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

C. ADDITIONAL FEES:

1. In the event that CONFIRE agrees to provide Agency with Additional Services, Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
2. In the event that CONFIRE incurs additional costs or expenses as a result of Agency’s delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE’s additional costs or expenses so resulting. CONFIRE will provide prior notice (15 days) before assessment of costs to the agency for failing to abide by the terms of the Agreement.

**EXHIBIT C
to AGENCY AGREEMENT**

EFFECTIVE DATE AND TERM

This Agreement is effective upon signature by both parties (“Effective Date”) and shall automatically renew for one-year terms thereafter until such time as the Parties agree to amend this Agreement or terminate the IE PSOP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

EXHIBIT D
to AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Agency warrants that he/she is authorized to execute the Agreement on behalf of Agency and that Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

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

13. **INDEMNIFICATION.**

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

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO “occurrence” form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

CONSOLIDATED FIRE AGENCIES
INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM (IE PSOP)
AGENCY AGREEMENT
(CAL FIRE San Bernardino)

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a Joint Powers Authority (“JPA”) duly authorized and existing under Government Code, § 6500 et seq., and the CAL FIRE San Bernardino Unit (“Agency”), a political subdivision of the State of California, as an Allied Agency, on behalf of CAL FIRE San Bernardino Unit. CONFIRE and Agency may be individually referred to as a “Party” and collectively as “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: Information Technology General Terms and Conditions
- Exhibit E: General Terms and Conditions
- Exhibit F: Special Terms and Conditions
- Exhibit G: Independent Contractor Agreement for Special Services

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

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

4. COMPENSATION

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

5. EFFECTIVE DATE AND TERM

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

6. INFORMATION TECHNOLOGY GENERAL TERMS AND CONDITIONS

The Information Technology Terms and Conditions are set forth in Exhibit D.

7. GENERAL TERMS AND CONDITIONS

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

8. SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions are set forth in Exhibit F.

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
Nathan Cooke, Interim Communications
Director
1743 Miro Way
Rialto, CA 92376

To Agency:

CAL FIRE San Bernardino
Attn:
3800 N. Sierra Way
San Bernardino, CA 92405

10. DEFINED TERMS

Except as may be expressly set forth in this Agreement to the contrary, all capitalized terms used in this Agreement shall have the meanings ascribed to them in that certain Inland Empire Public Safety Operation Platform Memorandum of Understanding (“IE PSOP MOU”) dated August 18, 2020 (revised September 13, 2021).

The term of this Agreement will be for three (3) years upon the date both parties receive mutual authorization with the option to renew 2 additional one (1) year terms.

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

Consolidated Fire Agencies

CAL FIRE San Bernardino

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Its: _____

EXHIBIT A
to AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to Agency on behalf of the Inland Empire Regional Interoperability Project (“Services”):
 - a. Administrative and fiscal oversight of the Inland Empire Public Safety Operations Platform (“IE PSOP”) CAD to CAD solution “Unify” (Central Square Technologies, Inc, hereinafter referred to as “Vendor”) in accordance with the current agreement between CONFIRE and Vendor and in accordance with the current version of the IE PSOP Memorandum of Understanding. By way of illustration and not limitation, such oversight shall include:
 - (1) Billing and collection of fees associated with the operation of the IE PSOP CAD to CAD solution.
 - (2) Coordination of on-boarding process for new agencies to become users of the IE PSOP CAD to CAD Solution.
 - b. Coordination of IE PSOP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE PSOP MOU.
 - c. Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE PSOP CAD to CAD solution.
 - d. Provision of dedicated staff to act as System Administrator for the IE PSOP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, such services shall include:
 - (1) Initial level of support based on Vendor Maintenance and Support process as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”
 - e. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
2. In receiving the services, the Contracting Agency shall do the following:
 - a. Procure, install and maintain any application interface (API) required to enable the CAD to CAD hub to communicate with the Agency CAD system.
 - b. Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational, and technical staff with decision-making authority regarding this Agreement and the IE PSOP MOU.

- c. Abide by the following terms of the current IE PSOP MOU:
- (1) Section 2.2, excluding language that requires Agency to be a signatory to the MOU (e.g. 2.2.1 and 2.2.2)
 - (2) Section 7 – CAD Interface Agreement
 - (3) Section 8 – IE PSOP Network Connectivity
 - (4) Section 17 – Fiscal Responsibility of Agencies, Addendums D & E
 - (5) Section 18 – Technical Service Level Support
- d. Abide by the Maintenance and Support process for the CAD to CAD solution as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”

EXHIBIT B
to AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. Costs are based on the Central Square CAD to CAD “Unify” product utilizing the annual subscription model per detailed in Exhibit B -Compensation to the “Agreement For Services” between the IE PSOP Administrative agency (CONFIRE) and the Vendor (Exhibit E - Independent Contractor Agreement for Special Services).
2. The initial annual subscription costs based on the current agreement between the IE PSOP (CONFIRE) and the vendor was \$14,950.
3. Based on this agreement costs can be expected to increase up to 5% each year beginning in 2024.
4. The annual fees will be paid by CONFIRE to the IE PSOP Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs.
5. Payment shall be made to CONFIRE within thirty (30) days of the issuance of the invoice.

B. ADMINISTRATIVE FEE:

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

C. ADDITIONAL FEES:

1. In the event that CONFIRE agrees to provide Agency with additional services, Agency shall pay CONFIRE for those additional services at the rate agreed by both Parties.
2. In the event that CONFIRE incurs additional costs, or expenses as a result of Agency’s delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE’s additional costs or expenses so resulting. CONFIRE will provide prior notice (15 days) before assessment of costs to the agency for failing to abide by the terms of the Agreement.

Payment will be made in arrears on completion of required services.

1. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate CONFIRE for actual expenditures incurred in accordance with the rates specified herein. Invoices will be submitted to the CAL FIRE project contact at the address specified.

CAL FIRE Project Contact:

Cesar Gomez
3800 N. Sierra Way
San Bernardino, CA 92405
Phone: (909) 522-1741
Cesar.gomez@fire.ca.gov

2. Invoices shall include the Purchase Order Number, Quantity, Unit Cost, Total Cost, Grand Total and shall be submitted by e-mail not more frequently than monthly in arrears by e-mail to **both** the contract administrator listed above, and the CAL FIRE Bill To listed below:

Department of Forestry and Fire Protection

Attention:
Monique Juarez
3800 N. Sierra Way
San Bernardino, CA 92405
Phone: (909) 881-6939
Monique.juarez@fire.ca.gov

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Upon receipt of a properly submitted, undisputed invoice, **State shall pay Contractor within forty-five (45) days** or automatically calculate and pay the appropriate late payment penalties as specified in Government Code, Chapter 4.5, Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE become subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period.

**EXHIBIT C
to AGENCY AGREEMENT**

EFFECTIVE DATE AND TERM

This Agreement is effective upon signature by both parties (“Effective Date”) and shall continue for a term of three (3) years , and shall automatically renew for one-year terms thereafter until such time as the Parties agree to amend this Agreement or terminate the IE PSOP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

EXHIBIT D
to AGENCY AGREEMENT

INFORMATION TECHNOLOGY GENERAL TERMS AND CONDITIONS

NOTE: Under the standard State contracting process “Exhibit D” is not included as a paper copy in the standard agreement package. As indicated on the Standard 65 face sheet, a copy of “Exhibit D” can be found on the Internet under web page address:

<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division>

EXHIBIT E
to AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Agency warrants that he/she is authorized to execute the Agreement on behalf of Agency and that Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. A facsimile signature shall be as valid as an original. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

13. **INDEMNIFICATION.**

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

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO “occurrence” form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

**EXHIBIT F
to AGENCY AGREEMENT**

SPECIAL TERMS AND CONDITIONS

The following terms and conditions apply to all California Department of Forestry and Fire Protection (CAL FIRE) contracts unless identified "if applicable":

A. CONTRACT PROVISIONS

1. Prompt Payment

Upon receipt of a properly submitted, undisputed invoice, State shall pay contractor within forty-five (45) days, or automatically calculate and pay the appropriate late payment penalties as specified in Government Code, Chapter 4.5, section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period.

2. Excise Tax

State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

3. Forced, Convict, or Indentured Labor – Excluding Public Works

For any contract in which a commodity is a significant factor, contractor/grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this agreement will be produced in whole or in part by forced, convict, or indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor/grantee agrees to comply with Public Contract Code section 6108. Any contractor/grantee who is contracting with the State and knew or should have known that foreign-made equipment, materials, or supplies furnished to the State were produced in whole or in part by forced, convict, or indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor when entering into a contract pursuant to the above may be, subject to PCC section 6108 (c) have any or all of the following sanctions imposed: (1) State may void contract; (2) State may assess penalties of \$1,000 or 20 percent of the value of the equipment, materials, or supplies, whichever is greater, that State demonstrates were produced by such labor; (3) State may remove contractor from bidder's lists for a period not to exceed 360 days.

4. Asbestos

In the event the contractor who is providing services under a service contract discovers asbestos, contractor shall stop all work immediately and notify the State contract coordinator, construction supervisor and/or project manager. After State has assessed site conditions and extent of asbestos-related work, State shall prepare and award a separate contract to a contractor who is registered and certified for asbestos abatement work. Under both State statute and State regulations found in the California Code of Regulations, a contractor must be certified by State Contractor's License Board and registered with the State Department of Industrial Relations, CAL-OSHA, in order to perform asbestos-related work. Contractor shall resume work under this contract only after the State gives notification to proceed.

5. DVBE Audits

If State determines contract is subject to disabled veteran-owned business enterprise requirements, contractor shall comply with Public Contract Code section 10115 et seq. and California Code of Regulations section 1896.60 et seq. Contractor shall make pertinent records available to State for review, shall permit State access to its premises upon reasonable notice during

normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of 3 years after final payment under the contract.

6. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve contractor of his responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of contractor's subcontractors and of persons, either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by contractor. The contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to contractor. As a result, State shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.

7. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

8. Priority Hiring Consideration – Contracts with a Value in Excess of \$200,000

If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

9. Contractor Certification - Copyright Laws for Computer Software - I.T. Agreements Only

Contractor certifies that the company has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

10. License and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Forestry and Fire Protection – Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

11. Progress Payments (Not Applicable see Exhibit A)

In accordance with the requirements set forth in the PCC, Section 10346, the State shall withhold from the invoiced payment amount to the Contractor an amount not less than ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily

completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

12. Insurance (Not applicable)

Liability insurance is required on new construction of buildings, major repairs or alterations defined as work in excess of \$50,000, on agreements of lesser amount with hazardous activities, and for excavation, drilling, demolition, and soil preparation fumigation.

Contractor shall furnish to the State a Certificate of insurance stating that contractor has general liability insurance, including bodily injury and property damage coverage presently in effect, with a combined single limit (CSL) of not less than \$1,000,000.00 per occurrence for activities performed under this contract.

Under this minimum coverage, the certificate must show the following:

General liability covering bodily injury and property damage; and automobile liability insurance if motor vehicles are used. Certificate of insurance will provide that: insurer will not cancel the insured's coverage without 30 days' prior written notice to State; and

State of California, its officers, agents, employees, and servants are included as additional insureds for purposes of this contract.

If any of these insurance coverages expire during this contract, contractor agrees to provide a new certificate of insurance at least 30 days prior to the insurance expiration. The new certificate of insurance must be for not less than the remainder of the contract or not less than on (1) year.

All insurance certificates are subject to approval by State of California Department of General Services. Contractor agrees to perform no work or services without approved insurance coverage. In the event contractor's insurance coverage ends, the State may, in addition to other remedies, terminate this contract.

NOTE: State will not be responsible for any premiums or assessment on any policy.

Employee Benefits – Contracts in force for 91 days or more (Not Applicable)

Contractor shall provide basic health care, dental, and vision services to employees in accordance with Government Code section 19134. Contractor's completion and signature of the Employee Benefits Certification Form shall reflect compliance with this requirement. (See Exhibit "E", Employee Benefits Certification Form.)

In order to be paid on the contract, contractor must submit to the contracting agency a monthly written report identifying each preceding months benefits paid (See Monthly Report of Employee Benefits).

**EXHIBIT G
to AGENCY AGREEMENT**

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

[ATTACHMENT]

**CONFIRE****STAFF REPORT****DATE: February 28, 2024****FROM: Nathan Cooke
Interim Director****TO: Administrative Committee**

**SUBJECT: Inland Counties Emergency Medical Agency Services for
Transport Services Agreement**

Recommendation

It is recommended that the CONFIRE Administrative Committee approve the agreement between the Inland Counties Emergency Medical Agency (ICEMA) and CONFIRE, which will authorize CONFIRE to become an approved ambulance transport provider, in the ICEMA region.

Background

The CONFIRE Administrative Committee approved an agreement between the San Bernardino County Fire Protection District (SBCFPD) on November 23, 2023, to provide a surge ambulance in their Exclusive Operating Area (EOA).

Prior to being authorized to provide this service to the SBCFPD, CONFIRE is required to enter into an agreement with ICMEA to become recognized as an authorized ambulance transport provider in the ICEMA region. This agreement will authorize CONFIRE to be able to provide ambulance transport services.

Fiscal Impact

There will be no cost for this agreement.

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



Contract Number

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	Daniel Muñoz
Telephone Number	(909) 388-5807
Contractor	Consolidated Fire Agencies (CONFIRE)
Contractor Representative	Nathan Cooke
Telephone Number	(909) 356-2377
Contract Term	Upon execution by both parties; and five years from commencement of County Contract NO. 23-1282.
Original Contract Amount	N/A
Amendment Amount	_____
Total Contract Amount	N/A
Cost Center	1110002686

IT IS HEREBY AGREED AS FOLLOWS:

This AGREEMENT is hereby entered into by and between the **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as "**ICEMA**"), and the **CONSOLIDATED FIRE AGENCIES (CONFIRE)** (hereinafter referred to as "**PROVIDER**") with respect to the provision of basic life support (BLS) or advanced life support (ALS) ambulance transport services, interfacility transport (IFT), and critical care transport (CCT) services within San Bernardino County. ICEMA and PROVIDER are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, as of February 27, 2024, PROVIDER plans to provide prehospital emergency medical services (EMS), including BLS transport, ALS transport, IFT, and CCT services when available, within San Bernardino County non-exclusive operating areas and under mutual aid agreements in EOAs with other EOA providers; and

WHEREAS, upon commencement of San Bernardino County Contract No. 23-1282, PROVIDER plans to provide uninterrupted prehospital emergency medical services (EMS), including BLS transport, ALS transport, IFT, and CCT services, within the exclusive operating areas (EOA) under County Contract NO. 23-1282 for a period of five years with one, five-year extension option; and

WHEREAS, ICEMA, a Joint Powers Authority, is the governing body for EMS programs within San Bernardino, Inyo, and Mono Counties and is the Local EMS Agency (LEMSA), pursuant to California Health and Safety Code section 1797.200; and

WHEREAS, California Health and Safety Code, Division 2.5, Section 1797.218, gives ICEMA, as the LEMSA, authority to authorize ALS, BLS, or limited advanced life support (LALS) programs which provide services utilizing advanced emergency medical technicians (AEMTs), emergency medical technicians (EMTs) or paramedics (EMT-Ps), for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transport (IFT), while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute hospital; and

WHEREAS, ICEMA is responsible for planning, implementing and evaluating EMS in accordance with California Health and Safety Code, Division 2.5, including the provision of EMS policies, procedures, and protocols within its region; and

WHEREAS, ICEMA is responsible for the accreditation and certification of EMS field personnel within its jurisdiction pursuant to California Health and Safety Code, Division 2.5, Section 1797.218; and

WHEREAS, ICEMA and PROVIDER desire to establish a cooperative relationship to facilitate the accreditation and certification by ICEMA of PROVIDER's EMS field personnel; and

WHEREAS, PROVIDER, intends to provide residents and visitors within San Bernardino County, and mutual aid responses when requested, with BLS, ALS, IFT, and CCT transport services, in accordance with ICEMA policies, procedures and protocols, and ICEMA recognizes PROVIDER is qualified to provide such service; and

WHEREAS, it is in the mutual interest of ICEMA and PROVIDER that such resources, certifications and accreditation be available to PROVIDER.

NOW, THEREFORE, the above Recitals are incorporated herein, and the Parties hereto agree as follows:

1. SCOPE

It is the intent of the Parties to authorize the provision of BLS transport, ALS transport, IFT, or CCT services. This AGREEMENT will authorize BLS transport, ALS transport, IFT, and CCT services and does not impose an obligation to respond or liability on either Party.

2. TERM OF AGREEMENT

This AGREEMENT regarding authorization to provide prehospital emergency medical services (EMS), including BLS transport, ALS transport, IFT and CCT, when available, within San Bernardino County non-exclusive operating areas and under mutual aid agreements in EOAs with other EOA providers shall commence upon execution by all parties.

This AGREEMENT regarding EMS authorization within the exclusive operating areas (EOA) under County Contract NO. 23-1282, is for five years from the contract commencement date of County Contract NO. 23-1282, with one, five-year extension option by mutual agreement of the Parties.

Notwithstanding the foregoing, either Party may terminate this AGREEMENT at any time, upon ninety (90) days written notice to the other Party.

In the event that PROVIDER is temporarily unable to meet the terms of this AGREEMENT, PROVIDER's Director, or designee, shall promptly notify ICEMA.

3. PROVIDER RESPONSIBILITIES

PROVIDER accepts and agrees to perform the following duties, obligations, and responsibilities:

- 3.01 Provide a map(s) outlining PROVIDER's defined geographic area of operation as a BLS, ALS, IFT, and CCT transport provider.
- 3.02 Notify ICEMA and other applicable governmental jurisdictional agencies within a reasonable time of any modification of geographical area(s) of services and provide ICEMA with updated map(s) reflecting such modifications.
- 3.03 Provide approved level of BLS transport, ALS transport, IFT, or CCT when available prior to County Contract 23-1282 commencement, in the stated geographical area.
- 3.04 Provide approved level of BLS transport, ALS transport, IFT, or CCT, 24 hours a day, 7 days a week, upon commencement of County Contract 23-1282, in the stated geographic area.
- 3.05 Provide service with a minimum of two (2) State certified emergency medical technicians (EMTs) per BLS unit, or one (1) ICEMA accredited emergency medical technician - paramedic (EMT-P) and one (1) State certified EMT when staffed as an ALS unit.
- 3.06 Utilize primarily the assigned base hospital(s) for coordination, medical direction and training.
- 3.07 Provide visible identification of accreditation\certification of EMS field personnel.
- 3.08 Comply with ICEMA requirements of participation in ICEMA's Electronic Patient Care Report (ePCR) and data collection system. Data received by virtue of this requirement will be made part of the ICEMA Continuous Quality Improvement ("CQI") Program and will be treated as confidential information to the extent permitted by law used for the purposes of evaluating and improving the overall EMS system.
- 3.09 Appoint an EMS Coordinator(s) to be the liaison with ICEMA, the assigned base hospital and receiving facilities.
- 3.10 Facilitate the scheduling of periodic meetings by the ICEMA staff with the PROVIDER's Medical Director or his/her designee to insure compliance with local policies and/or procedures related to this AGREEMENT and which fall within the purview of ICEMA.
- 3.11 Notify ICEMA of significant BLS, ALS, IFT, or CCT service problems or changes in a timely manner, including but not limited to:
 - A. Base hospital complaints.
 - B. Changes in status of certified/accredited personnel, i.e., termination, classification, etc.
 - C. Changes in station location(s).
 - D. Radio frequency interference which causes operational problems.

- 3.12 Maintain and inventory drugs and equipment as outlined by applicable ICEMA policies, procedures and protocols.
- 3.13 Notify and work with ICEMA when evaluating new EMS equipment and/or technology that can be used in the field for definitive medical care or intervention.
- 3.14 Comply with all ICEMA protocols, policies and procedures, as well as applicable State regulations relating to emergency medical care.
- 3.15 Provide EMS field personnel with educational updates to include written copies of any revisions in ICEMA protocols, policies, and procedures prior to the implementation date as stated by ICEMA.
- 3.16 Comply with EMS training guidelines as approved by ICEMA relating to emergency medical care.
- 3.17 Comply with ICEMA's annual application/update submittals including paying all applicable fees and cost recoveries as they now exist and may change from time-to-time.
- 3.18 Intern ALS trainees from approved training programs, when feasible.
- 3.19 Ensure that no vehicle shall be represented as an ALS unit unless it meets the current emergency medical care standards as established by ICEMA.
- 3.20 Ensure that no EMS field personnel shall actively function as or provide BLS and ALS services unless all approved equipment and supplies inventory is readily available at the site of a medical emergency.
- 3.21 Strive to ensure a positive, communicative, and effective working relationship with ICEMA.
- 3.22 Timely comply with inspection and records requests, including, but not limited to, EMS field personnel accreditations, certifications and authorizations, and photographs or video associated with medical services, treatment, or transport related to the incident being staffed by PROVIDER.

4. ICEMA RESPONSIBILITIES

ICEMA accepts and agrees to perform the following duties, obligations, and responsibilities:

- 4.01 Provide PROVIDER with all adopted protocols, policies, and procedures relating to emergency medical care.
- 4.02 Involve PROVIDER in ICEMA's CQI Program.
- 4.03 Provide PROVIDER annual data report (calendar year) of PROVIDER's EMS activities.
- 4.04 Communicate, as necessary with the PROVIDER's Medical Director, EMS Coordinator and/or Fire Chief.
- 4.05 Assign a Base Hospital to PROVIDER.

- 4.06 Schedule periodic meetings with the PROVIDER's Medical Director or designee to assist in assuring in the delivery of a quality EMS program in compliance with applicable laws, regulations and protocols related to emergency medical care.
- 4.07 Impose no duty, obligation, or burden upon PROVIDER as a BLS or ALS transport provider which is not uniformly applied to all other providers of BLS or ALS services.
- 4.08 Strive to ensure a positive, communicative, and effective working relationship with PROVIDER.
- 4.09 Continue to honor PROVIDER's responsibilities and rights in connection with the administration of PROVIDER's EMS program, including but not limited to placement/location of units, staffing, equipment and system delivery of BLS or ALS services as long as PROVIDER does not violate State and/or ICEMA's policies, procedures and protocols that relate to emergency medical care.
- 4.10 Offer PROVIDER EMS field personnel all training programs, certifications and accreditation made available to all other EMS providers, in accordance with ICEMA's standard fee schedule for such programs, certifications and accreditation services.
- 4.11 Maintain any data received by ICEMA from PROVIDER pursuant to this AGREEMENT solely for the purpose of evaluating and improving ICEMA's overall EMS system.

5. GENERAL AGREEMENT REQUIREMENTS

5.01 Legality and Severability

The Parties' actions under the AGREEMENT shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this AGREEMENT are specifically made severable. If a provision of the AGREEMENT is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

5.02 Representation of ICEMA

In the performance of this AGREEMENT, PROVIDER, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

5.03 Relationship of the Parties

Nothing contained in this AGREEMENT shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

5.04 Primary Point of Contact

PROVIDER will designate an individual to serve as the primary point of contact for the AGREEMENT. PROVIDER or designee must respond to ICEMA inquiries within two (2) business days. PROVIDER shall not change the primary contact without written acknowledgement to ICEMA. PROVIDER will also designate a back-up point of contact in the event the primary contact is not available.

5.05 Change of Address

PROVIDER shall notify ICEMA in writing, of any change in mailing address within ten (10) business days of the change.

5.06 Subcontracting

Except as permitted under County Contract NO. 23-1282, PROVIDER agrees not to enter into any subcontracting agreements for work contemplated under this AGREEMENT without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as PROVIDER. PROVIDER shall be fully responsible for the performance and payments of any subcontractor's contract.

5.07 Agreement Assignability

Without the prior written consent of ICEMA, the AGREEMENT is not assignable by PROVIDER either in whole or in part.

5.08 Agreement Modification

PROVIDER agrees any alterations, variations, modifications, or waivers of the provisions of the AGREEMENT, shall be valid only when reduced to writing, executed and attached to the original AGREEMENT and approved by the person(s) authorized to do so on behalf of PROVIDER and ICEMA.

5.09 Duration of Terms

This AGREEMENT, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties, provided no such assignment is in violation of the provisions of this AGREEMENT.

5.10 Time of the Essence

Time is of the essence in performance of this AGREEMENT and of each of its provisions.

5.11 Strict Performance

Failure by a Party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this AGREEMENT thereafter.

5.12 Mutual Covenants

The Parties to this AGREEMENT mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

5.13 **AGREEMENT Exclusivity**

This is not an exclusive AGREEMENT. ICEMA reserves the right to enter into an agreement with other providers for the same or similar services, except within PROVIDER'S EOAs. ICEMA does not guarantee or represent that the PROVIDER will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this AGREEMENT.

Upon commencement of County Contract 23-1282, nothing in this Agreement, modifies PROVIDER'S exclusivity provided under County Contract 23-1282 for BLS, ALS, IFT, and CCT service services provided in the Comprehensive Service Area.

5.14 **Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the AGREEMENT, the PROVIDER shall notify the ICEMA within one (1) working day, in writing and by telephone.

5.15 **Attorney's Fees and Costs**

If any legal action is instituted to enforce either Party's rights hereunder, each Party shall bear its own costs and attorney fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a Party hereto and payable under Indemnification and Insurance Requirements.

5.16 **Venue**

The Parties acknowledge and agree that this AGREEMENT was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue of any action or claim brought by any Party to this AGREEMENT will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow it to request or demand a change of venue. If any action or claim concerning this AGREEMENT is brought by any third party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

5.17 **Choice of Law**

This AGREEMENT shall be governed by and construed according to the laws of the State of California.

5.18 **Licenses, Permits and/or Certifications**

PROVIDER shall ensure that it has all necessary licenses, permits and/or certifications required by the laws Federal, State, County, and municipal laws, ordinances, rules and regulations. The PROVIDER shall maintain these licenses, permits and/or certifications in effect for the duration of this AGREEMENT. PROVIDER will notify ICEMA immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this AGREEMENT.

5.19 Conflict of Interest

PROVIDER shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA and/or the County of San Bernardino (“COUNTY”). PROVIDER shall make a reasonable effort to prevent employees, PROVIDER, or members of its governing body from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the AGREEMENT. This provision shall not be construed to prohibit employment of persons with whom PROVIDER’s officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

5.20 Improper Consideration

PROVIDER shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this AGREEMENT.

ICEMA, by written notice, may immediately terminate this AGREEMENT if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA. This prohibition shall apply to any amendment, extension or evaluation process once this AGREEMENT has been executed.

PROVIDER shall immediately report any attempt by an ICEMA employee or agent to solicit (either directly or through an intermediary) improper consideration from PROVIDER. The report shall be made to the supervisor or manager charged with supervision of the employee or ICEMA. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

5.21 Former County Administrative Officials

PROVIDER agrees to provide, or has already provided information on former ICEMA and/or County administrative officials (as defined below) who are employed by or represent PROVIDER. The information provided includes a list of former ICEMA and/ or County administrative officials who terminated ICEMA and/or County employment within the last five years and who are now officers, employees, consultants or agents of PROVIDER. For purposes of this provision, “ICEMA and/or County administrative officials” is defined as a member of the County Board of Supervisors or such officer’s staff, San Bernardino County Executive Officer or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

5.22 Improper Influence

PROVIDER shall make all reasonable efforts to ensure that no ICEMA officer or employee, whose position in ICEMA enables him/her to influence any award of this AGREEMENT or any competing

offer, shall have any direct or indirect financial interest resulting from the award of the AGREEMENT or shall have any relationship to the PROVIDER or officer or employee of the PROVIDER.

5.23 Material Misstatement/Misrepresentation

If during the course of the administration of this AGREEMENT, ICEMA determines that PROVIDER has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this AGREEMENT may be immediately terminated. If this AGREEMENT is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

5.24 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the AGREEMENT or PROVIDER's relationship with ICEMA may be made or used without prior written approval of ICEMA.

5.25 Debarment and Suspension

The PROVIDER certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

5.26 Informal Dispute Resolution

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this AGREEMENT or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

5.27 ICEMA Representative

The EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this AGREEMENT, including termination and assignment of this AGREEMENT, and shall be the final authority in all matters pertaining to the Services/Scope of Work by PROVIDER. ICEMA's Board of Directors must approve all amendments to this AGREEMENT.

5.28 Notice of Delays

Except as otherwise provided herein, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this AGREEMENT, that Party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other Party.

5.29 Confidentiality

The Parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this AGREEMENT or that become

effective during the term of this AGREEMENT, including, but not limited to, facility and professional licensing, and/or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d *et seq.*), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

5.30 Public Health Authority

ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512.

5.31 No Third-Party Beneficiaries

The Parties do not intend to confer and this AGREEMENT shall not be construed to confer any rights to any person, group, corporation or entity other than the Parties.

6. INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 Indemnification

The PROVIDER agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless ICEMA and/or the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this AGREEMENT from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by ICEMA and/or the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The PROVIDER indemnification obligation applies to the ICEMA and/or County's "active" as well as "passive" negligence but does not apply to ICEMA and/or the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

6.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming ICEMA and/or the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for ICEMA and/or the County to vicarious liability but shall allow coverage for ICEMA and/or the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

6.3 Waiver of Subrogation Rights

The PROVIDER shall require the carriers of required coverages to waive all rights of subrogation against ICEMA and/or the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the PROVIDER and PROVIDER's employees or agents from waiving the right of subrogation prior to a loss or claim. The PROVIDER hereby waives all rights of subrogation against ICEMA and/or the County.

6.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by ICEMA and/or the County.

6.5 Severability of Interests

The PROVIDER agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the PROVIDER, ICEMA and/or the County or between ICEMA and/or the County and any other insured or additional insured under the policy.

6.6 Proof of Coverage

The PROVIDER shall furnish Certificates of Insurance to ICEMA and/or the County Department administering the AGREEMENT evidencing the insurance coverage at the time the AGREEMENT is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ICEMA, and PROVIDER shall maintain such insurance from the time PROVIDER commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this AGREEMENT, the PROVIDER shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

6.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

6.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

6.9 Failure to Procure Coverage

In the event that any policy of insurance required under this AGREEMENT does not comply with the requirements, is not procured, or is canceled and not replaced, ICEMA and/or the County has the right but not the obligation or duty to cancel the AGREEMENT or obtain insurance if it deems necessary and any premiums paid by ICEMA and/or the County will be promptly reimbursed by the PROVIDER or ICEMA payments to the PROVIDER will be reduced to pay for ICEMA and/or County purchased insurance.

6.10 Insurance Review

Insurance requirements are subject to periodic review by ICEMA and/or the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of

ICEMA and/or the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against ICEMA and/or the County, inflation, or any other item reasonably related to ICEMA's and/or the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this AGREEMENT. PROVIDER agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of ICEMA and/or the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of ICEMA and/or the County.

- 6.11 The PROVIDER agrees to provide insurance set forth in accordance with the requirements herein. If the PROVIDER uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the PROVIDER agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the PROVIDER shall secure and maintain throughout the AGREEMENT term, and if PROVIDER is an authorized self-insured public entity, may use its program of self-insurance to satisfy the following types of insurance with limits as shown:

- A. Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the PROVIDER and all risks to such persons under this AGREEMENT.

If PROVIDER has no employees, it may certify or warrant to ICEMA and/or the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- B. Commercial/General Liability Insurance - The PROVIDER shall carry General Liability Insurance covering all operations performed by or on behalf of the PROVIDER providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- A. Premises operations and mobile equipment.
 - B. Products and completed operations.
 - C. Broad form property damage (including completed operations).
 - D. Explosion, collapse and underground hazards.
 - E. Personal injury.

- F. Contractual liability.
- G. \$2,000,000 general aggregate limit.

- C. Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the PROVIDER is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the PROVIDER owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- D. Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- E. Professional Liability - Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- F. Cyber Liability - PROVIDER, at its sole cost and expense, shall carry Cyber Liability Insurance, with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- G. Abuse/Molestation Insurance – PROVIDER shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

7. RIGHT TO MONITOR AND AUDIT

- 7.01 At any time during normal business hours, and as often as may reasonably be deemed necessary, ICEMA's representatives may observe PROVIDER's operations. PROVIDER shall make available to ICEMA for its examination, its records with respect to all matters covered by this AGREEMENT, and make excerpts or transcripts from such records, and may make audits of the

agreements, invoices, materials, inventory records, roster of all EMS licensed/certified and/or accredited personnel, daily logs, and other data related to all matters covered by this AGREEMENT. ICEMA representatives may, at any time, and without notification, directly observe PROVIDER's operation at any of PROVIDER's facilities including dispatch, maintenance, operations, unit station(s), posting location(s), etc. ICEMA representatives may ride as a "third person" on any of the PROVIDER's units at any time, provided that in exercising this right to inspection and observation, ICEMA representatives shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with PROVIDER's personnel in the performance of their duties.

- 7.02 The terms of Section 7.01, "Right to Monitor and Audit" of this AGREEMENT, shall not apply where ICEMA has a reasonable cause to believe that a significant and substantial violation of this AGREEMENT has occurred, or is imminent to occur, that may endanger the general public health or is necessary to preserve records that relate to the enforcement provisions of this AGREEMENT. Upon demand, ICEMA shall have immediate access to PROVIDER's operations, data, and records and monitoring and auditing access shall not be constrained solely to normal business hours.
- 7.03 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by ICEMA representatives for a period of three (3) years after final payment under this AGREEMENT or until all pending ICEMA, State and Federal audits are completed, whichever is later.

8. CORRECTION OF PERFORMANCE DEFICIENCIES

- 8.01 Failure by either Party to comply with any of the provisions, covenants, requirements or conditions of this AGREEMENT shall be a material breach of this AGREEMENT.
- 8.02 In the event of a non-cured breach, ICEMA may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this AGREEMENT:
- A. Afford PROVIDER thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of ICEMA; and/or
 - B. Suspend PROVIDER's BLS or ALS Authorization for and during the period in which PROVIDER is in breach.
 - C. Terminate this AGREEMENT for cause, by giving written notice specifying the reason and the effective date, which shall be not less than fifteen (15) days after the delivery of the written notice.

9. NOTICES

All written notices provided for in this AGREEMENT or which either Party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other Party as follows:

To ICEMA:

EMS Administrator
 ICEMA
 1425 South "D" Street
 San Bernardino, CA 92415-0060

To PROVIDER:

CONFIRE
1743 Miro Way
Rialto, CA 92376

Notice shall be deemed communicated two (2) working days from the time of mailing if mailed as provided in this paragraph.

10. ENTIRE AGREEMENT

This AGREEMENT, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the Parties. Any prior agreements, promises, negotiations or representations relating to the subject matter of this AGREEMENT not expressly set forth herein are of no force or effect. This AGREEMENT is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this AGREEMENT and signs the same of its own free will.

11. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, ICEMA and PROVIDER have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

►

Dawn Rowe, Chair, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Lynna Monell
Secretary of the Board of Directors

B
y _____
Deputy

CONFIRE
(Print or type name of corporation, company, contractor, etc.)

B
y ► [Signature]
(Authorized signature - sign in blue ink)

Name Nathan Cooke
(Print or type name of person signing contract)

Title Intrm Director
(Print or Type)

Dated: 02/14/24

Address 1743 Mico Way
Rialto CA 92576

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
John Tubbs II, County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Date _____

FACILITY USE AGREEMENT

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

ARTICLE 1. PREMISES

- 1.1 City agrees to permit CONFIRE to use approximately one thousand and twelve (1,012) square feet of office space within the Citrus Center located at 300 E. State Street, Suite 320, Redlands, California (the “Premises”) on the terms and conditions hereinafter set forth.

ARTICLE 2. TERM

- 2.1 The Initial Term of this Agreement shall commence on its Effective Date and be for a term of six (6) months. Provided CONFIRE is not in default or breach of this Agreement herein, City shall grant CONFIRE the option to renew the Agreement on a month-to-month basis for a term of six (6) months (Extended Term). CONFIRE shall provide City with two (2) weeks prior written notice of Lessee’s intention to exercise the Extended Term option.
- 2.2 Either Party may terminate this Agreement, without cause, by providing thirty (30) days prior written notice to the other Party specifying the date for termination of this Agreement.

ARTICLE 3. RENTAL FEE

- 3.1 The monthly Base Rent shall be One Dollar (\$1.00) per month, payable on the first day of each month commencing on the Effective Date of this Agreement.

ARTICLE 4. USE OF PREMISES

- 4.1 The Premises shall be used for the exclusive purpose of providing office space for administrative work. CONFIRE shall not use or permit the Premises to be used for any other purpose without the prior written consent of City.
- 4.2 During the term of this Agreement, CONFIRE shall, unless prevented by conditions beyond its control, conduct business of the type and nature specified in Section 4.1 of this Agreement on the Premises in a safe and business-like manner. CONFIRE shall assume full responsibility for its personal property used at the Premises, and shall hold City harmless for any theft or damage relating to CONFIRE’s personal property.
- 4.3 CONFIRE shall maintain the Premises in a clean and litter-free manner.
- 4.4 CONFIRE shall not commit, or permit the commission of, any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. CONFIRE shall, at its own cost and

expense, maintain insurance for all personal property and improvements on the Premises.

- 4.5 CONFIRE shall not commit, or permit the commission by others, of any waste on the Premises. CONFIRE shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, and CONFIRE shall not use or permit the use of the Premises for any unlawful purpose.

ARTICLE 5. COMPLIANCE WITH LAWS

- 5.1 CONFIRE shall, at CONFIRE’s sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state and county or municipal, relating to CONFIRE’s use and occupancy of the Premises for CONFIRE’s operation of business whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by CONFIRE in a proceeding brought against CONFIRE by any government entity that CONFIRE has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and CONFIRE and shall constitute grounds for termination of this Agreement by City.

ARTICLE 6. INDEMNITY AND INSURANCE

- 6.1 CONFIRE shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents from and against any and all claims, causes of action, damages and liability resulting from CONFIRE’s negligent acts or omissions, and the willful misconduct of CONFIRE, and that of CONFIRE’s agents, employees and invitees, related to CONFIRE’s occupation and use of the Premises during the term of this Agreement. This section shall survive any termination or expiration of this Agreement.
 - A. Comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be names as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. A certificate of insurance with endorsements evidencing such coverage shall be provided to City prior to AARP’s occupancy of the Premises.
 - B. Workers’ Compensation and Employer’s Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that CONFIRE is self-insured or exempt from the worker’s compensation laws of the State of California. CONFIRE shall provide City with Exhibit “A,” titled “Workers’ Compensation Insurance Certification,” which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.
 - C. CONFIRE shall defend, indemnify and hold harmless City, and its elected officials, officers, employees, agents, and volunteers, from any and all damages, costs, suits, claims, losses and liability for injury to persons including death, and damage to property, arising out of, or in connection with, any act or omission of CONFIRE or its officers, employees, agents or volunteers, in connection with operation of its business at the Premises.

ARTICLE 8. TAXES AND UTILITIES

7.1 City shall pay, and hold CONFIRE free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, solid waste disposal and other public utilities provided to the Premises during the term of this Agreement. CONFIRE shall pay, and hold City free and harmless from, all charges for telephone usage by CONFIRE at the Premises.

ARTICLE 8. ATTORNEYS' FEES

8.1 In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

ARTICLE 9. NOTICES

9.1 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonadlson@cityofredlands.org
(909) 798-7531

CONFIRE

Consolidated Fire Agencies
Attn: Nathan Cooke, Interim Director
1743 Miro Way
Rialto, CA 92376
ncooke@confire.org
(909) 356-2302

ARTICLE 10. MISCELLANEOUS

10.1 CONFIRE shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises. Any encumbrance, assignment, transfer or subletting by CONFIRE without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the City, result in immediate termination of this Agreement.

10.2 This Agreement constitutes the entire agreement between City and CONFIRE respecting CONFIRE's use of the Premises, and correctly sets forth the obligations of City and CONFIRE to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not expressly set forth in this Agreement are

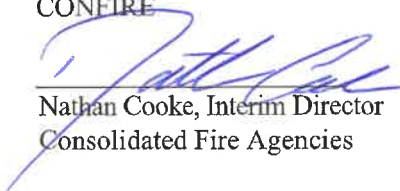
null and void.

- 10.3 In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing Party shall, in addition to any costs and other relief be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.
- 10.4 This Agreement may be terminated by either Party by giving thirty (30) days prior written notice to the other Party.

CITY OF REDLANDS

CONFIRE

Chris Boatman, Assistant City Manager



Nathan Cooke, Interim Director
Consolidated Fire Agencies

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "A"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE


I am aware of the provisions of Section 3700 of the Labor Code which requires 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 and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

CONFIRE

Date: 2/13/24

By: 
Nathan Cooke, Interim, Director
Consolidated Fire Agencies

**CONFIRE****STAFF REPORT****DATE: February 28, 2024****FROM: Nathan Cooke, Interim Director****BY: Quang Leba, Interim CFO
Rana Gilani, Staff Analyst II****TO: CONFIRE Administrative Committee**

**SUBJECT: Correction to Cisco Meraki Advance Security License Staff
Report of 10/24/23**

Recommendation

Approve correction to Cisco Meraki Advance Security License Staff Report of 10/16/23 for CONFIRE.

Background Information

CONFIRE MIS had requested \$110,900 to renew its licenses for a 5-year term. The price was \$115,923 and not \$110,900 as stated in the previous staff report.

CONFIRE had planned to seek reimbursement from BDC MIS in the amount of \$30,000 for the two years of license consumption. CONFIRE will not be requesting reimbursement for the two years of license consumption as Meraki completed a price adjustment after BDC pulled their devices off the CONFIRE tenant. The cost difference was evened out since we were on provisional licenses for about 8 months.

Fiscal Impact

There will be a correction to the fiscal impact requested previously. There will not be any budget adjustment to the 2023-2024 FY budget. The total cost for the Cisco Meraki license renewal is \$115,923. This amount will be funded through fund 5009. \$521,000 is designated for the NICE Vesta Motorola Implementation project in Fund 5009. \$115,923 of it will be used to cover the cost of Meraki Advance Security License.

**CONFIRE****STAFF REPORT****DATE: February 28, 2024****FROM: Nathan Cooke
Interim Director****TO: Administrative Committee**

SUBJECT: CVIFPD Agreement Extension for Interim Director Cooke

Recommendation

It is recommended that the CONFIRE Administrative Committee approve the 6-month extension in the agreement between the Chino Valley Independent Fire District (CVIFD) and CONFIRE, for Nathan Cooke to continue to serve as the Interim Director.

Background Information

The Administrative Committee previously approved the agreement between CVIFD and CONFIRE covering the initial term between 01/01/23 through 12/31/23. The agreement allows for a 6-month extension covering the term from 01/01/24 through 06/30/24, with approval from CVIFD and the Administrative Committee.

Fiscal Impact

The agreement extension between CVIFD and CONFIRE will cost \$200,674.50. This amount will be covered from the vacant Communications Director salary, and through salary savings in Fund 5008.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND CHINO
VALLEY INDEPENDENT FIRE DISTRICT**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Chino Valley Independent Fire District (“Contractor”), a fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800, et seq.) (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.
3. CONFIRE wishes to engage Contractor to provide the services described herein, on a limited term basis due to an unforeseen need, using Contractor’s existing employee.

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: Payment
- 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 the date immediately following approval by the CONFIRE Administrative Committee approval and approval by the Consultant’s designated representative (“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) 12/31/2023 ("Initial Term").
- c. This Agreement may be extended for an additional six months until 06/30/2024 with CONFIRE Administrative Committee approval and approval by the Contractor's designated representative.

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"). Services shall be provided by Nathan Cooke. Substitution by Contractor of another of its employees to provide Services will only occur with the concurrence of CONFIRE.

5. PAYMENT

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Payment"). In no event shall the total amount paid for the Services under this Agreement during the Initial Term of the Agreement exceed \$200,674.50, without the written approval of the Parties in advance. Periodic payment shall be made within 15 days of a monthly invoice.

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

To Contractor:

Chino Valley Independent Fire District
Attn: Dave Williams, Fire Chief
14011 City Center Drive
Chino Hills, CA 91709

10. LIMITATION OF LIABILITY

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

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

CONSOLIDATED FIRE AGENCIES

Date: 6-29, 2023

By: 

Print Name: Nathan Cooke

Its: Interim Director

CHINO VALLEY INDEPENDENT FIRE DISTRICT

Date: 6.29.23, 2023

By: 

Print Name: Dave Williams

Its: Fire Chief

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Contractor to provide services using its existing employee related to the following actions items and deliverables:

1. Perform interim role of the CONFIRE Director per CONFIRE Admin Chief's direction.
 - a. Work with CONFIRE Board of Directors and the CONFIRE Administrative Committee to ensure priorities are addressed. These include but are not limited to:
 - i. Oversight of CONFIRE
 1. Support Communications Manager, MIS Manager, and Chief Financial Officer
 2. Implementation of Strategic Plan Objective (Culture Enhancement)
 - ii. ECNS Program needs
 1. Recruitment of Nursing staff
 2. Work w/ consultants (Harris, Fratus)
 3. EMD accreditation improvements
 - iii. EMS Division effort
 - iv. Manage current HR matters
 1. Labor MOU
 2. Manage personnel issues
 3. Recruitments
 - v. Monitor Valley Communications Center progress
 - vi. Daily Ops
 1. Admin Chiefs Meetings
 2. Ops Committee
 3. Leadership Meeting
 4. County Executive Team Meeting

**EXHIBIT B
to AGREEMENT FOR SERVICES**

PAYMENT

A. Payment

Not to exceed the sum of \$200,674.50 for the Initial Term through December 31, 2023, or \$401,349 annually.

B. Payment

a. Schedule

- (1) To be billed in monthly installments
- (2) 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.
- (3) Billing will specifically exclude any time or costs associated with the Chino Valley Fire employee if he were to be assigned to active fire incidents locally or as part of an Incident Management Team (IMT).

b. Process

Payment shall be made 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 or Contractor.** CONFIRE and Contractor may, at any time, with or without reason, terminate this Agreement and CONFIRE shall compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE or Contractor shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or CONFIRE or no later than three (3) days after the day of mailing by the terminating party, whichever is sooner.
 - b. **With Cause by CONFIRE or Contractor.** CONFIRE or Contractor may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by either Party; or
 - (2) any act by Contractor or CONFIRE exposing the other party to liability to others for personal injury or property damage; or
 - (3) A party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of party's insolvency.
- Written notice by CONFIRE or Contractor shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor and CONFIRE shall compensate Contractor only for services satisfactorily rendered to the date of termination. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
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. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.
- 17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 18. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 19. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- 20. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 21. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- 22. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 23. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 24. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 25. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 26. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver

of a subsequent breach of the same or any other provision under this Agreement.

- 27. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 28. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- 29. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

**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 Chino Valley Independent Fire Agency ("Business Associate"), a fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800, 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: 6-29, 2023


By: 

Print Name: Nathan Cooke

Its: Interim Director

CHINO VALLEY INDEPENDENT FIRE DISTRICT

Date: 6-29-23, 2023

By: 

Print Name: Dave Williams

Its: Fire Chief

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-ITECH 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 BA.

**CONFIRE**

STAFF REPORT

DATE: February 28, 2024

FROM: Joe Barna, EMS Subsidiary Committee Chairperson

TO: Administrative Committee

SUBJECT: Agreement Between CONFIRE and CVFD for Dean Smith

RECOMMENDATION

Authorize the Interim Director to execute and enter into an agreement between CONFIRE and the Chino Valley Independent Fire District, to authorize Dean Smith to serve as the Deputy IC for the CONFIRE Ambulance Contract Implementation Team.

BACKGROUND

San Bernardino County Board of Supervisors awarded CONFIRE the bid for ambulance services in the Comprehensive Service Area on December 5, 2024. A collaborative effort, from many representatives, will be required to successfully implement this new public-private partnership. Priority Ambulance will be providing ambulance transportation services, but the team required for the implementation will necessitate coordinating stakeholders from many disciplines with a clear understanding of the requirements outlined by the County based on the awarded contract.

The comprehensive bid to provide services was developed by numerous parties, including Acting Deputy Chief Dean Smith. To organize the successful transition, San Bernardino County Fire Chiefs will use the incident command system to organize resources and have selected Chief Smith to serve as the Deputy Incident Commander for the CONFIRE EMS Division Implementation Team.

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

- a. Work with CONFIRE Staff and Implementation Team members to ensure all aspects of the County Ground Ambulance Contract are fulfilled prior to implementation on October 1, 2024.

- b. Coordinate and work with Priority Ambulance staff on all aspects of their obligations related to the requirements in the Contract, to ensure all obligations of agreement prior to October 1, 2024.
- c. Perform all duties and functions related to serving as the Deputy Incident Commander for the CONFIRE EMS Division Implementation Team.

On February 13, 2024, the EMS Subsidiary Committee approved that this recommendation be brought forth to the Administrative Committee for consideration and approval.

FISCAL IMPACTS

The agreement is not to exceed the sum of \$389,514 for the Initial Term through January 1, 2025. The funds will be paid out the EMS Division (5020) account.

EMPLOYEE LOANING AGREEMENT

This EMPLOYEE LOANING AGREEMENT (“Agreement”), approved as of _____, 2024 (the “Effective Date”), is made and entered into between Chino Valley Independent Fire District, a California fire protection district (“CVIFD”), and the Consolidated Fire Agencies Joint Powers Authority, a California Joint Powers Authority (“CONFIRE”). CVIFD and CONFIRE are each referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, CVIFD is a fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code § 13800, et seq.); and

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

WHEREAS, CVIFD and CONFIRE each employ individuals that are experienced, competent, and qualified to provide a variety of services to the other Party; and

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

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

WHEREAS CONFIRE will provide those contracted County Ambulance Services from October 1, 2024 through September 30, 2029, unless extended; and

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

WHEREAS, the purpose of this Agreement is to establish the terms under which CVIFD shall loan an employee to CONFIRE and to allocate the costs and potential liabilities of the Parties in carrying out this Agreement; and

WHEREAS, it is the intent of the Parties that, insofar as possible, CONFIRE shall bear

its fair share of the costs that are incurred by CVIFD for the maintenance of the personnel, materials, equipment, and other services and supplies to provide the loaned employee to CONFIRE, at the levels specified in this Agreement; and

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

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

1. **Loaned Employee; Services to be Performed.** CVIFD agrees to loan to CONFIRE certain employees on the following terms and conditions:

(a) **Identification of Loaned Employee.** The loaned employee to CONFIRE will be Dean Smith, who will service for a period of up to one (1) year from the Effective Date (“Loaned Employee”).

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

2. **CVIFD Responsibilities.**

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

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

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

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

(b) **Additional Responsibilities.** In addition, CVIFD shall be responsible for:

- (i) Notifying Loaned Employee of their assignment to provide services to CONFIRE and complying with any applicable provisions of any collective bargaining agreement or other employment agreements, policies or rules;
- (ii) Notifying CONFIRE immediately upon the release, termination or cessation of employment of Loaned Employee;
- (iii) Promulgating and administering employment and safety policies and ensuring safe working conditions in respect to CVIFD's premises, facility and equipment;
- (iv) Disciplining, replacing, and terminating the employment of the Loaned Employee and designating the date of separation from employment;
- (v) Rewarding, promoting, reassigning, and determining the wages, hours, terms, and conditions of employment of the Loaned Employee;
- (vi) Resolving and deciding grievances and disputes of the Loaned Employee;
- (vii) Managing workers' compensation claims, claim filings, and related procedures; and
- (viii) On a monthly basis calculating the direct costs of the Loaned Employee it loaned to CONFIRE and sending a bill to CONFIRE for those costs, pursuant to Section 4 of this Agreement.

3. **CONFIRE Responsibilities.** CONFIRE shall be responsible for:

- (a) Ensuring that it complies with all wage and hour laws, including the Fair Labor Standards Act, any regulations set forth by the Occupational Safety and Health Administration ("OSHA"), Cal OSHA, and any and all other laws and regulations applicable to workplace administration and safety with respect to the terms and conditions under which the Loaned Employee shall work. This includes, without limitation, compliance with meal and rest periods as required by applicable federal, state, and local labor laws and compliance with timecard reporting;
- (b) Providing the personnel necessary for effective communication with CVIFD;
- (c) Notifying CVIFD immediately if there are concerns with the performance of Loaned Employee of the duties specified in this Agreement;
- (d) Promulgating and administering employment and safety policies and ensuring safe working conditions in respect to CONFIRE's premises, facility and equipment;

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

(f) Providing payment to CVIFD pursuant to Section 4 of this Agreement.

4. **Terms of Payment.**

(a) As payment for Services described herein, CONFIRE agrees to cover the direct costs of the Loaned Employee including, without limitation, the costs of benefits, any employment taxes, and total gross wages paid to the Loaned Employee as part of the Loaned Employee's regular payroll. The fully burdened rate for Loaned Employee in his current position as an Acting Administrative Deputy Chief is \$187.27/hour; \$32,459.50/month. This rate may change based on a change in the actual direct costs of the Loaned Employee, including if Loaned Employee is no longer serving in his Acting capacity. CVIFD will provide advance notice of any rate changes.

(b) CVIFD shall bill the costs of employing its Loaned Employee to CONFIRE on a monthly basis. CONFIRE shall reimburse CVIFD for the costs of employing the Loaned Employee within thirty (30) days of receiving the bill.

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

5. **Employment Relationship.**

(a) Nothing in this Agreement shall confer upon any employee of CVIFD any rights or remedies, including any right to employment with CONFIRE. Each Party hereto intends that this Agreement does not benefit or create any right or cause of action in or on behalf of any party other than the Parties. Neither CVIFD nor any of CVIFD's employees shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.

(b) Loaned Employee shall be and remain employees of CVIFD and shall at all times be subject to the direction, supervision, and control of CVIFD.

(c) CONFIRE shall have no right to discharge Loaned Employee from employment with CVIFD. However, CONFIRE may, upon fifteen (15) days prior notice request that CVIFD

replace Loaned Employee with another CVIFD employee to provide the services provided in this Agreement. Furthermore, either Party may terminate this Agreement and therefore, all Loaned Employee Services by providing the notice required in Section 7 of this Agreement.

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

(a) **Indemnification.** CONFIRE agrees to defend, indemnify, and hold harmless CVIFD for liabilities to third parties incurred by CVIFD arising out of the Services provided by Loaned Employee to CONFIRE under this Agreement, to the extent not covered by any liability by the Parties pursuant to this Agreement or workers compensation insurance maintained by CVIFD.

(b) **Liability Insurance.** The Parties agree that CONFIRE's liability insurance shall be primary and CVIFD's liability insurance shall be secondary regarding claims or liabilities arising out of the Services provided by Loaned Employee loaned to CONFIRE by CVIFD. CONFIRE shall ensure that it has sufficient liability insurance to cover the Services of the Loaned Employee. Both Parties acknowledge that their liability insurance will cover the activities of Loaned Employee while they are performing duties pursuant to this Agreement. The Parties should contact their respective insurance companies to confirm this. However, as stated above, Loaned Employee remains an employee of CVIFD and any and all claims for Workers' Compensation coverage or benefits shall be covered by CVIFD's insurance.

7. **Term and Termination.** This Agreement shall begin on the Effective Date and shall continue for a maximum of one year or until terminated by either Party. Either Party may terminate this Agreement, by providing the other Party with at least thirty (30) days written notice.

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

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

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

11. **Governing Law.** The interpretation, validity, and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the conflicts of laws principles thereof. The Parties shall be responsible for complying

with all federal, state, and local laws whether or not said laws are expressly stated or referred to herein.

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

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

To CVFID:
Chino Valley Independent Fire District
Attn: Dave Williams, Fire Chief
14011 City Center Drive
Chino Hills, CA 91709

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

14. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Rainbow and Fallbrook.

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

**CONSOLIDATED FIRE AGENCIES JOINT
POWERS AUTHORITY**

By: _____
Name: _____
Title: _____

**CHINO VALLEY INDEPENDENT FIRE
DISTRICT**

By: _____
Name: _____
Title: _____

**CONFIRE****STAFF REPORT**

DATE: February 28, 2024

FROM: Nathan Cooke, Interim Director

TO: Administrative Committee

SUBJECT: Agreement Between CONFIRE and CVIFD for Leslie Parham

RECOMMENDATION

Authorize the Interim Director to execute and enter into an agreement between CONFIRE and the Chino Valley Independent Fire District, to authorize Leslie Parham to continue to serve as the Interim Emergency Communications Nurse System (ECNS) Nurse Manager for CONFIRE.

BACKGROUND

The CONFIRE Administrative Committee previously approved an agreement between CVIFD and CONFIRE for Lelsie Parham to serve as the Interim ECNS Nurse Manager. Leslie served in this capacity for the past 12-months. The agreement expired on February 8, 2024.

Lelsie has been doing a great job as the Interim Nurse Manager and is needed to stay in this position for at least another 6-months to finalize the goals that have been set for her and the position, up to and including finding her permanent replacement.

This agreement will commence on February 8, 2024, and be in effect until August 07, 2024, with an option to extend for another 6-months, until February 07, 2025.

FISCAL IMPACTS

The agreement is not to exceed the sum of \$127,709 for the initial term of the agreement for 6-months or \$255,418 for 12-months. The funding for this agreement will come out of the American Rescue Plan Act (ARPA) grant funding that has been allocated from the County of San Bernardino, to CONFIRE.

**AMENDMENT NO. 1 TO
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND CHINO
VALLEY INDEPENDENT FIRE DISTRICT**

1. Parties and Date.

This Amendment No. 1 to the Independent Contractor Agreement (“Amendment”) is made and entered into as of this 8th day of February, 2024, by and between the Consolidated Fire Agencies (“CONFIRE”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Chino Valley Independent Fire District (“Contractor”), a fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800, et seq.) (together, they are referred to as “Parties,” and individually, as a “Party”)

2. Recitals.

2.1 CONFIRE and Contractor entered into an Independent Contractor Agreement on February 2, 2023 (“Agreement”), based on CONFIRE’s need for temporary Emergency Communications Nurse Manager (ECNS) services.

2.2 Amendment Purpose. CONFIRE and Contractor now desire to amend the Agreement to extend the Agreement Term (“Amended Term”).

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 24 of Exhibit C of the Agreement, to be signed by both Parties.

3. Terms.

3.1 Amendment. Section 2 of the Agreement, EFFECTIVE DATE AND TERM, is hereby amended in its entirety to read as follows:

“2. EFFECTIVE DATE AND TERM

a. This Agreement is effective on the date immediately following approval by the CONFIRE Administrative Committee approval and approval by the Consultant’s designated representative (“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, 2024 (“Amended Term”).

3.2 Amendment. Section 5 of the Agreement, PAYMENT, is hereby amended in its entirety to read as follows:

“5. PAYMENT

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B (“Payment”). In no event shall the total amount paid for the Services under this Agreement during the Amended Term of the Agreement exceed \$122,877, without the written approval of the Parties in advance. Periodic payment shall be made within 15 days of a monthly invoice.”

3.3 Amendment. Exhibit B to Agreement for Services is hereby amended in its entirety to read as follows:

“PAYMENT

A. Payment

Not to exceed the sum of \$122,877 for the Amended Term through June 30, 2024, or \$245,754 annually.

B. Payment

a. Schedule:

- (1) To be billed in monthly installments; and
- (2) 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.

b. Process:

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

4. General Amendment Provisions.

4.1 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

4.2 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

4.3 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signature Page on Next Page]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND CHINO VALLEY INDEPENDENT FIRE DISTRICT

CONSOLIDATED FIRE AGENCIES

Date: _____, 20__

By: _____

Print Name: _____

Its: _____

CHINO VALLEY INDEPENDENT FIRE DISTRICT

Date: _____, 20__

By: _____

Print Name: Dave Williams

Its: Fire Chief

**CONFIRE****STAFF REPORT****DATE: February 28, 2024****FROM: Nathan Cooke
Interim Director****TO: Administrative Committee**

SUBJECT: AP Triton Services Agreement

Recommendation

It is recommended that the Administrative Committee authorize the Director to execute an agreement with AP Triton LLC, for services related to the development of a Multi-Hazard Disaster Plan and a Continuity of Operations Plan (COOP) for the Ground Ambulance contract, as well as provide consulting services to the Ambulance Contract Implementation Team.

Background Information

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

The ambulance contract requires that CONFIRE provide a comprehensive Multi-Hazard Disaster Plan and a Continuity of Operations Plan (COOP), prior to October 1, 2024.

CONFIRE recently used AP Triton LLC, as a consultant to assist with the development and response to the County Ambulance RFP. Their work and consultation were instrumental in CONFIRE being awarded the Ambulance contract. They were instrumental in providing the background and details of the proposal response.

AP Triton LLC has a robust team of subject matter experts that provide consultation on a range of public safety issues including risk assessment, crisis management, disaster response, and recovery planning. In addition, their services can be used in development and review of public safety policies and procedures to ensure compliance with local, state, and national regulatory bodies.

AP Triton LLC has agreed to develop the required plans and will also provide consultation services to our Implementation Team as needed, which will ensure full compliance with the ambulance contract.

This agreement was approved for recommendation to the CONFIRE Administrative Committee, by the EMS Subsidiary Committee, on February 13, 2024.

Fiscal Impact

The cost for the agreement with AP Triton LLC for the aforementioned services, are not to exceed \$152,000. The funding will be allocated from the EMS Fund (5020).



CONFIRE

NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: Admin	Date: 12/15/24
Supplier: AP Triton	
Description of item:	Department Emergency Operations Plan, Continuity of Operations Plan, and Technical Review/General Retainer for County Ambulance Contract
Total Cost: \$143,356	If Purchase is Over \$25,000 Per Vendor in a Fiscal Year: Department will complete form and attach it along with copies of all bid and quote information.

Justification (Select That Applies)

Product	Service	Other
<input type="checkbox"/> Equipment/System Compatibility <input type="checkbox"/> Functional Specifications <input type="checkbox"/> Manufacturer/Publisher-Direct <input type="checkbox"/> Only Authorized Dealer	<input checked="" type="checkbox"/> Existing Agreement <input type="checkbox"/> Reimbursement to Owner <input checked="" type="checkbox"/> Specialized Credentials/ Expertise/ Training	<input type="checkbox"/> Cooperative Purchase <input type="checkbox"/> Emergency/Life or Property <input type="checkbox"/> Theft Mitigation <input type="checkbox"/> Timing Constraint <input type="checkbox"/> Government Mandated/Legal Requirement <input type="checkbox"/> Proprietary <input type="checkbox"/> Sole Source/Single Source

Please provide a detailed explanation for the Justification selected above.

AP Triton assisted CONFIRE with the development, delivery, and negotiations of the County Ambulance Contract. They served as the primary subject matter experts to CONFIRE for the past 2-years on the County Ambulance Contract and because of their history with CONFIRE, they are the only vendor that has the background and expertise to assist CONFIRE with the development of the Department Emergency Operations Plan, Continuity of Operations Plan, and technical review, which are required by the County Ambulance Contract. They will also simultaneously provide general technical and expert advice during the implementation period.

	Signature	Print Name	Date
Submitted By:		Nathan Cole	02/15/24
Fiscal:		Quindog Leba	02/15/24
Director:		Nathan Cole	02/15/24
Admin Chair:			

1309 Coffeen Avenue, Suite 3178 • Sheridan, WY 82801 • 833.251.5824 • www.aptriton.com

August 31, 2023

CONFIRE Joint Powers Authority
Attn: Nathan Cooke, Interim Director
1743 Miro Way
Rialto, CA 92376

RE: Continuity of Operations Plans for Ambulance & Communication Center Services

Dear Director Cooke:

AP Triton is pleased to present our proposal for the development of comprehensive Continuity of Operations Plans (COOP) for both ambulance and communication center services within CONFIRE JPA. In today's increasingly complex and unpredictable operating environment, the need for robust and adaptive COOPs is more critical than ever. The comprehensive plans will aim to ensure that CONFIRE JPA can maintain its mission-essential functions in a wide range of emergencies.

At AP Triton, we don't believe in one-size-fits-all solutions. We understand the complexities of your organization and the crucial role it plays in public safety. To address this, our COOPs will be tailored to your unique needs, with a focus on ambulance and communication center services. They will be developed in alignment with FEMA guidelines and involve close collaboration with your team and any subcontractors.

We propose a timeline of 4–6 months for the successful completion of the project, starting from the date of receipt of all necessary data and approvals. While maintaining the quality of our work, we are committed to delivering the project as efficiently as possible.

Our team brings a wealth of expertise in public safety, emergency medical services, emergency management, and related fields. Our previous projects in Master Plans, Strategic Plans, Emergency Operations Plans, and various other studies make us well-suited for this undertaking.

We look forward to the opportunity to work with CONFIRE JPA in achieving its public safety goals. Please find the detailed proposal attached for your review.



1309 Coffeen Avenue, Suite 3178 • Sheridan, WY 82801 • 833.251.5824 • www.aptriton.com

Should you have any questions or require further clarifications, feel free to contact our Director of Project Operations, Melissa Vazquez Swank, directly at (503) 708-4282 or mswank@aptriton.com.

Thank you for considering AP Triton as your consulting partner. We are committed to delivering continuity of operations plans that ensure the long-term success and safety of your organization.

Sincerely,

A handwritten signature in blue ink, appearing to read "KPH", is written over a light blue horizontal line.

Kurt P. Henke
Principal/Managing Partner



CONFIRE JPA

California

Proposal for

COMMUNICATION CENTER & AMBULANCE SERVICES Continuity of Operations Plans



August 2023



AP TRITON
VISION • INNOVATION • SOLUTIONS

CONTENTS

Scope of Services: Ambulance Services COOP 2

Project Understanding 2

 Phase One—Project Implementation & Information Acquisition..... 3

 Phase Two—Continuity of Operations Plan Development 3

Ambulance Services COOP Project Timeline 6

Scope of Services: Communications Center COOP 7

Project Understanding 7

 Phase One—Project Implementation & Information Acquisition..... 8

 Phase Two—Continuity of Operations Plan Development 8

Communications Center COOP Project Timeline 11

Project Fee Proposal 12

About AP Triton 13

Project Team Qualifications 18

Projects & Experience 24

Client References 27

Client Testimonials 29

Triton Certificates of Insurance & Litigation 30

SCOPE OF SERVICES: AMBULANCE SERVICES COOP

PROJECT UNDERSTANDING

The primary objective of this project is to create a comprehensive Continuity of Operations Plan (COOP) that focuses on the continuity of ambulance services and encompasses an all-hazards approach. The project will result in a comprehensive COOP tailored to the unique needs of CONFIRE JPA consistent with the applicable FEMA guidelines, with a focus on the continuity of ambulance services. The plan will be developed in close collaboration with the client and the ambulance subcontractor, incorporating innovative solutions and forward-thinking strategies.

CONFIRE JPA will benefit from a strategic approach that prioritizes innovation, expertise, and long-term success. The comprehensive COOP will enhance the client's ability to respond to various emergency scenarios effectively, ensuring the uninterrupted provision of critical ambulance services.

Phases and Key Tasks

Project Implementation and Information Acquisition:

- **Project Initiation and Work Plan Development:** Understand the client's specific requirements and develop a detailed work plan.
- **Procurement of Information and Data:** Gather essential information and data from relevant agencies and stakeholders.

Continuity of Operations Plan Development:

- **Development and Review of the Draft COOP:** Create an electronic draft of the COOP for technical review, encompassing an introduction, concept of operations, responsibilities, activation, alternative operations, and associated attachments.
- **Publication of the Final COOP:** Finalize and provide the electronic version of the COOP following client approval.

PHASE ONE—PROJECT IMPLEMENTATION & INFORMATION ACQUISITION

Task 1-A: Project Initiation and Development of a Work Plan

AP Triton will initiate a series of discussions with the client's project team to develop a thorough understanding of the background, goals, and specific requirements for the Continuity of Operations Plan (COOP). Emphasis will be placed on ambulance services' continuity, with an all-hazards approach. Triton will then develop a detailed work plan that includes timelines, resources, and key milestones.

Task 1-B: Procurement of Information and Data

Triton will actively engage with relevant agencies and stakeholders to gather information and data essential to formulating the COOP. This includes emergency response statistics, existing protocols, regional risk assessments, and other critical documents. The plan will be developed in close collaboration with the client and the ambulance subcontractor.

PHASE TWO—CONTINUITY OF OPERATIONS PLAN DEVELOPMENT

Task 2-A: Hazard and Threat Vulnerability Analysis

A Continuity of Operations Plan (COOP) ensures the agency can continue to perform its mission-essential functions during a wide range of emergencies. COOP requires planning for any event—natural, human-caused, technological threats, and national security emergencies. Triton will conduct a Hazards Vulnerability Analysis of the agency's potential threats and hazards that could disrupt operations. The assessment will prioritize these risks and evaluate their impact on critical functions.

Task 2-B: Development of Essential Function Business Processes

In order to develop the COOP, Triton will create an Essential Business Function/Process Template and questionnaire to consider the critical functions and services of each department. These essential functions include:

- **Mission Essential Functions:** *Functions that enable an organization to provide vital services, exercise civil authority, maintain the safety of the public, and sustain the industrial/economic base.*
- **Essential Activities:** *Functions that an organization must continue during a continuity activation that enable Mission Essential Functions to be completed.*

Triton will also develop a workshop for CONFIRE supervisors to understand the identification process of essential functions. Training will include:

- Definition of the essential business processes.
- List critical functions and services that must be maintained during disruptions.
- Description of the importance of each function and its dependencies.
- Consider succession planning by department and cross-training needed.
- List critical equipment and systems and establish relevant redundancies.

Triton associates will follow-up with one-on-one discussions with supervisors after the workshop to complete the essential business function/process template and questionnaire.

Task 2-C: Development and Review of the Draft COOP

Triton will create a comprehensive electronic draft of the COOP, which will undergo technical review by the client. The draft COOP will encompass the following sections and more:

- **Section 1: Plan Introduction**

Triton will provide background information about the organization and its critical functions. These areas include, but are not limited to:

- Purpose
- Applicability and Scope
- Succession of Leadership
- Authorities and Legal Framework

- **Section 2: Concept of Operations**

- Objectives
- Planning Assumptions
- Integration with Existing Emergency Plans

- **Section 3: Delegation of Authority**

Triton will establish designation of individuals response for decision-making during emergencies and explain their roles and responsibilities.

- CONFIRE JPA Administrative Committee members
- CONFIRE JPA Board of Directors
- CONFIRE JPA Chief Officers and Supervisors
- Other Relevant Agencies

- **Section 4: Activation**

- Triggers and Thresholds
- Coordination Mechanisms
- Specific Event Categories
 - Fire Event
 - Hazardous Materials Event
 - Cybersecurity Event
 - Natural Disaster Event
 - Terrorism Event
 - Public Health Event
 - Other Significant Events

- **Section 5: Alternative Operations**

- Emergency response plan modifications
- Non-emergency response plan modifications
- Staffing modifications
- Communications modifications
- Logistical modifications
- Recovery and Restoration – Includes strategies for recovery and restoring operations to normalcy after the disruption and the criteria for determining when it's safe to resume regular operations.

- **Attachments:**

- Leadership Succession
- Staff Succession
- Emergency Contact List
- Memoranda of Understanding with External Agencies

Task 2-D: Publication of the Final COOP

Following client review and approval, Triton will finalize the COOP and provide an electronic version of the plan.

AMBULANCE SERVICES COOP PROJECT TIMELINE

Based on our extensive experience in developing similar plans, we propose a timeline of four to six months for the successful completion of the project.

It is essential to emphasize that **the timeline will only begin upon Triton's receipt of all the information and data necessary to conduct a thorough and accurate evaluation.**

While we propose a three-month timeline, Triton remains committed to completing the project in a timely manner and will make every effort to expedite our processes without compromising the quality of the analysis. Our experienced team is dedicated to delivering high-quality outputs that meet and exceed the project's objectives.

Estimated Time to Complete the Project: 4–6 months

SCOPE OF SERVICES: COMMUNICATIONS CENTER COOP

PROJECT UNDERSTANDING

The primary objective of this project is to create a comprehensive Continuity of Operations Plan (COOP) that focuses on the continuity of services and encompasses an all-hazards approach. The project will result in a comprehensive COOP tailored to the unique needs of CONFIRE JPA consistent with the applicable FEMA guidelines, with a focus on the continuity of services. The plan will be developed in close collaboration with the client, incorporating innovative solutions and forward-thinking strategies.

CONFIRE JPA will benefit from a strategic approach that prioritizes innovation, expertise, and long-term success. The comprehensive COOP will enhance the client's ability to respond to various emergency scenarios effectively, ensuring the uninterrupted provision of critical services.

Phases and Key Tasks

Project Implementation and Information Acquisition:

- **Project Initiation and Work Plan Development:** Understand the client's specific requirements and develop a detailed work plan.
- **Procurement of Information and Data:** Gather essential information and data from relevant agencies and stakeholders.

Continuity of Operations Plan Development:

- **Development and Review of the Draft COOP:** Create an electronic draft of the COOP for technical review, encompassing an introduction, concept of operations, responsibilities, activation, alternative operations, and associated attachments.
- **Publication of the Final COOP:** Finalize and provide the electronic version of the COOP following client approval.

PHASE ONE—PROJECT IMPLEMENTATION & INFORMATION ACQUISITION

Task 1-A: Project Initiation and Development of a Work Plan

AP Triton will initiate a series of discussions with the client's project team to develop a thorough understanding of the background, goals, and specific requirements for the Continuity of Operations Plan (COOP). Emphasis will be placed on Communications Center services' continuity, with an all-hazards approach. Triton will then develop a detailed work plan that includes timelines, resources, and key milestones.

Task 1-B: Procurement of Information and Data

Triton will actively engage with relevant agencies and stakeholders to gather information and data essential to formulating the COOP. This includes emergency response statistics, existing protocols, regional risk assessments, and other critical documents.

PHASE TWO—CONTINUITY OF OPERATIONS PLAN DEVELOPMENT

Task 2-A: Hazard and Threat Vulnerability Analysis

A Continuity of Operations Plan (COOP) ensures the agency can continue to perform its mission-essential functions during a wide range of emergencies. COOP requires planning for any event—natural, human-caused, technological threats, and national security emergencies. Triton will conduct a Hazards Vulnerability Analysis of the agency's potential threats and hazards that could disrupt operations. The assessment will prioritize these risks and evaluate their impact on critical functions.

Task 2-B: Development of Essential Function Business Processes

In order to develop the COOP, Triton will create an Essential Business Function/Process Template and questionnaire to consider the critical functions and services of each department. These essential functions include:

- **Mission Essential Functions:** *Functions that enable an organization to provide vital services, exercise civil authority, maintain the safety of the public, and sustain the industrial/economic base.*
- **Essential Activities:** *Functions that an organization must continue during a continuity activation that enable Mission Essential Functions to be completed.*

Triton will also develop a workshop for CONFIRE supervisors to understand the identification process of essential functions. Training will include:

- Definition of the essential business processes.
- List critical functions and services that must be maintained during disruptions.
- Description of the importance of each function and its dependencies.
- Consider succession planning by department and cross-training needed.
- List critical equipment and systems and establish relevant redundancies.

Triton associates will follow-up with one-on-one discussions with supervisors after the workshop to complete the essential business function/process template and questionnaire.

Task 2-C: Development and Review of the Draft COOP

Triton will create a comprehensive electronic draft of the COOP, which will undergo technical review by the client. The draft COOP will encompass the following sections and more:

- **Section 1: Plan Introduction**

Triton will provide background information about the organization and its critical functions. These areas include, but are not limited to:

- Purpose
- Applicability and Scope
- Succession of Leadership
- Authorities and Legal Framework

- **Section 2: Concept of Operations**

- Objectives
- Planning Assumptions
- Integration with Existing Emergency Plans

- **Section 3: Responsibility**

Triton will establish designation of each individual's response for decision-making during emergencies and explain their roles and responsibilities. These authorities include but are not limited to:

- CONFIRE JPA Administrative Committee members
- CONFIRE JPA Board of Directors
- CONFIRE JPA Chief Officers and Supervisors
- Other Relevant Agencies

- **Section 4: Activation**

- Triggers and Thresholds
- Coordination Mechanisms
- Specific Event Categories
 - Fire Event
 - Hazardous Materials Event
 - Cybersecurity Event
 - Natural Disaster Event
 - Terrorism Event
 - Public Health Event
 - Other Significant Events

- **Section 5: Alternative Operations**

- Emergency response plan modifications
- Non-emergency response plan modifications
- Staffing modifications
- Communications modifications
- Logistical modifications
- Recovery and Restoration – Includes strategies for recovery and restoring operations to normalcy after the disruption and the criteria for determining when it's safe to resume regular operations.

- **Attachments:**

- Leadership Succession
- Staff Succession
- Emergency Contact List
- Memoranda of Understanding with External Agencies

Task 2-D: Publication of the Final COOP

Following client review and approval, Triton will finalize the COOP and provide an electronic version of the plan.

COMMUNICATIONS CENTER COOP PROJECT TIMELINE

Based on our extensive experience in developing similar plans, we propose a timeline of four to six months for the successful completion of the project.

It is essential to emphasize that **the timeline will only begin upon Triton's receipt of all the information and data necessary to conduct a thorough and accurate evaluation.**

While we propose a three-month timeline, Triton remains committed to completing the project in a timely manner and will make every effort to expedite our processes without compromising the quality of the analysis. Our experienced team is dedicated to delivering high-quality outputs that meet and exceed the project's objectives.

Estimated Time to Complete the Project: 4–6 months

PROJECT FEE PROPOSAL

Project Fee Proposal

AP Triton, LLC presents the following formal cost proposals for the projects outlined in the Scopes of Work. The fee is inclusive of expenses:

Project	Fees & Expenses
Ambulance Services Continuity of Operations Plan	\$46,674
Communications Center Continuity of Operations Plan	\$42,558
Proposed Fee for Both Projects (will not exceed):	\$89,232

Payment Schedule & Invoicing

- **Initial Payment:** A deposit of 10% of the total project cost is due upon the signing of the contract, to initiate the work.
- **Progress Payments:** Monthly invoicing will be processed as work progresses, continuing until 95% of the project has been completed.
- **Final Payment:** The remaining 5% of the project cost is due upon successful completion and acceptance of the project.

Cost Quotation Information

- The bid quotation is valid for 90 days
- Triton Federal Employer Identification Number: 47-2170685

Additional Hours and Expenses

- **Project Manager Rate:** Extra hours for the Project Manager will be billed at \$200 per hour.
- **Consultants' Rate:** Additional hours for consultants will be billed at \$160 per hour.
- **Travel Expenses:** Any extra travel expenses will be billed separately, in addition to the hourly rate.

ABOUT AP TRITON

Contact Information

The headquarters of AP Triton, LLC is located in Sheridan, Wyoming. Consultants and other subject matter experts (SME) are located throughout the United States.



Address: 1309 Coffeen Avenue Suite 3178, Sheridan, WY 82801



Phone: 833.251.5824 (toll free)



E-Mail: info@aptriton.com



Website: www.aptriton.com

About AP Triton

Established in 2014, AP Triton is a leading provider in the public safety industry with a proven track record in fire service, emergency medical services, law enforcement, fire prevention, and life-safety programs. Our extensive experience spans a wide range of disciplines, enabling us to offer comprehensive solutions tailored to the unique needs of our clients.

Our team of consultants brings a wealth of expertise and has successfully executed numerous projects, including Continuity of Operations Plans, Emergency Operations Plans, Master Plans, Strategic Plans, Community Risk Assessments/Standards of Cover, Consolidation Feasibility Studies, EMS System Analyses, Staffing Studies, Agency Evaluations, Cost Recovery and Valuation Studies, and Fire Station Location Studies. We pride ourselves on our ability to deliver high-quality and actionable recommendations that drive positive change.

At AP Triton, we understand that traditional approaches to public safety may not always yield optimal results. That's why we prioritize innovative thinking and creative problem-solving. We believe that sustainable solutions require a forward-thinking mindset, and we bring our experience and expertise to help our clients overcome challenges and seize opportunities.

With our deep understanding of public safety departments of all sizes, AP Triton is uniquely positioned to address the specific needs of CONFIRE JPA. Our consultants have decades of experience working with diverse organizations, and we leverage this knowledge to provide customized, practical, and effective solutions. We take the time to listen to our clients, understand their local issues, and develop strategies that promote long-term success.

By choosing AP Triton as your consulting partner, you gain access to a dedicated team that is committed to delivering exceptional results. We prioritize your goals, remain responsive to your needs throughout the engagement, and provide ongoing support even after project completion. Our dedication to client satisfaction sets us apart and makes us the ideal choice for CONFIRE JPA's consulting needs.

When it comes to innovative solutions, unparalleled expertise, and a commitment to your success, AP Triton is the partner you can rely on. Let us help you transform your public safety operations and achieve your goals in the most efficient and sustainable way possible.

Conflict of Interest Statement

Triton has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation including, but not limited to, the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

Triton is not presently suspended or otherwise prohibited by any government from participating in this solicitation or any other contract to follow thereafter. Neither Triton nor anyone associated with Triton has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. If a conflict of interest is identified in the provision of services, Triton will immediately notify the client in writing.

Triton's Approach to Projects

Triton's approach to projects demonstrates our deep understanding of your expectations. With our extensive experience working with fire departments, fire districts, EMS organizations, and various emergency services agencies across diverse communities in the United States, we bring a wealth of knowledge and expertise to every engagement. Key elements of Triton's methodology include:

- **Thorough Understanding:** We ensure a complete understanding of the project background, goals, objectives, and the complex issues that need to be addressed. This allows us to develop tailored solutions that align with your specific needs.
- **Comprehensive Scope of Work:** We develop a well-designed and practical scope of work (SOW) and work plan that actively involve key stakeholders, leadership, and other relevant individuals. This collaborative approach ensures that all perspectives are considered and results in a robust project plan.
- **Advanced Tools and Technologies:** Triton leverages state-of-the-art GIS mapping, computer modeling, data analysis tools, and web-based communication technologies to enhance project outcomes. These sophisticated tools enable us to provide accurate analyses, insightful recommendations, and efficient collaboration.
- **Web-based Communication Platform:** To facilitate seamless communication and collaboration throughout the project, we utilize secure cloud-based data-sharing applications to create an online project site. This platform allows the client and project team members to collaborate effectively. Additionally, we employ virtual conferencing software for client communications and presentations.
- **Subject Matter Experts:** We engage experienced subject matter experts (SMEs) with in-depth knowledge of the fire service, EMS, and other related emergency services disciplines. Our team also includes experts in GIS and data analysis, ensuring comprehensive expertise is applied to your project.
- **Commitment to Timeliness:** We are committed to delivering projects and deliverables within the requested timeline while maintaining high standards of quality. Our dedicated team works diligently to meet or exceed your expectations, ensuring timely completion.
- **Clear and Accessible Reports:** We provide high-quality printed and bound reports that present clear contents and actionable recommendations. Our reports are designed to enable easy comprehension for clients, key stakeholders, and community members alike.

At Triton, we combine our extensive experience, advanced tools, collaborative approach, and commitment to excellence to deliver successful projects that meet your expectations.

Best Practices & National Standards

Based on the type of project and study requirements, Triton will refer to and utilize current industry best practices, along with relevant national standards promulgated by a wide variety of associations and organizations that develop consensus standards for the fire service, EMS, communications, and other related services. These may include the *National Fire Protection Association (NFPA)*, *Center for Public Safety Excellence (CPSE)*, *Commission on Accreditation of Ambulance Services (CAAS)*, and other organizations.

AP Triton utilizes a multi-faceted approach to providing recommendations for our clients. The following encompasses our best practices:

- **Understand client needs:** Triton begins by thoroughly understanding the specific needs and goals of your agency. This allows us to tailor our recommendations accordingly.
- **Develop a work plan:** Triton collaborates with the client to develop a work plan that outlines the goals, objectives, and action steps required to achieve desired outcomes of the project. This ensures the plan is realistic, measurable, and aligned with industry standards and best practices.
- **Engage stakeholders:** Triton involves key stakeholders, including elected officials, personnel, and management representatives, throughout the consulting process. Stakeholder input and buy-in are crucial for the successful implementation and sustainability of any recommended changes.
- **Conduct a comprehensive assessment:** Triton conducts a thorough assessment of the existing organization(s). We identify areas for improvement and prioritize them based on their impact and feasibility.
- **Enhance operational efficiency:** Triton identifies opportunities to optimize operational processes.
- **Focus on continuous training and education:** Triton emphasizes the importance of ongoing training and education. We promote a culture of continuous learning, keeping up with the latest industry advancements, protocols, and technologies.
- **Incorporate data-driven decision-making:** Triton utilizes data and analytics to drive decision-making recommendations.
- **Foster collaboration and partnerships:** Triton encourages collaboration between agencies when possible. These relationships facilitate information sharing, coordination, and mutual support to enhance services and outcomes.

- **Ensure compliance with regulations:** Triton strives to stay current with local, state, and federal industry regulations.
- **Monitor and evaluate progress:** Triton assists our clients in establishing systems for monitoring and evaluating the implementation of our recommendations and the overall performance of your organization.

Every organization is unique; therefore, AP Triton adapts these best practices to fit the specific context and needs of your agency.

PROJECT TEAM QUALIFICATIONS

Kevin Taylor, BS, MS

Project Manager



Summary of Qualifications

With a remarkable career spanning over three decades in Public Safety, Kevin Taylor embodies leadership and innovation. Mr. Taylor served for twenty years in Public Administration, including accomplished tenures as Fire Chief, Division Chief of Operations, and Battalion Chief. His passion for developing and implementing comprehensive strategies in fire, emergency medical services, and emergency management has led to tangible community impacts.

Mr. Taylor's unique blend of expertise encompasses incident command team development, human capital, emergency preparedness, strategic planning, and the execution of advanced life support programs. His insights and experiences have shaped policies and practices, reflecting a commitment to excellence that sets a benchmark in the field.

Kevin Taylor's rich legacy in Public Safety exemplifies the blend of hands-on expertise and forward-thinking leadership necessary to navigate complex challenges. By leveraging his profound knowledge and experience, he continues to inspire and lead the path toward a safer and more resilient future. His qualifications make him an invaluable asset, not only in the roles he assumes but in the broader landscape of public safety and emergency services management.

Work Experience

- Montecito Fire Protection District, CA—Fire Chief
- Montecito Fire Protection District, CA—Division Chief (Operations)
- City of Paso Robles, CA—Fire Battalion Chief
- City of Paso Robles, CA—Fire Captain/Paramedic
- City of Paso Robles, CA—Firefighter/Paramedic
- San Luis Ambulance Service, CA—Paramedic

Professional Affiliations

- California Fire Chiefs Association—Past Board of Directors Member
- Santa Barbara County Fire Chiefs Association—Past Vice President
- International Association of Fire Chiefs—Past Member

Education

- Master of Science Degree, Emergency Management, Columbia Southern University
- Bachelor of Science Degree, Fire Administration, Cogswell Polytechnical College
- California Chief Officer

Presentation & Instructor Experience

- CFED Conference, "Montecito 1/9 Debris Flow"
- Colorado Wildfire Conference, "1/9 Debris Flow, From Pre-Planning to Recovery"
- California Special Districts Association, "1-9 Debris Flow: Lessons Learned by a Small, Independent Fire District"
- International Association of Emergency Managers, "From Fires to Floods"

Greg Fish BA, MPA

Senior Associate



Summary of Qualifications

Mr. Fish has experienced over 36 years in the fire service, with over 16 years of public administration in chief officer and fire chief positions. He has operated as a fire chief in both a large municipal department as well as a smaller fire protection district. Mr. Fish has extensive experience in creating effective teams at the senior levels of public agencies. He offers a variety of skills in developing strategic plans that transform organizations. Moreover, he has dedicated himself to improving succession planning through mentoring and coaching. His commitment to effective management and leadership in all areas of the fire service has been his calling. He has a proven track record in the areas of training, EMS, fire operations, fire communications, and strong collaboration with people at all levels of public government.

Work Experience

- Carpinteria-Summerland Fire Protection District, CA—Fire Chief/Chief Executive Officer
- Glendale Fire Department, CA—Fire Chief
- Glendale Fire Department, CA—Deputy Fire Chief
- Glendale Fire Department, CA—Battalion Chief: Platoon, EMS, Training
- Glendale Community College, CA—Assistant Academy Administrator and Adjunct Professor

Education

- California State University Northridge—Master of Public Administration, Public Sector Management and Leadership
- Woodbury University—Bachelor of Arts, Organizational Leadership
- California Fire Marshal Training and Education System
- National Wildfire Coordinating Group Education System

Instructor Experience

- Glendale Community College, CA—Intro to Fire Protection, Fire Apparatus and Equipment, Fire Protection Systems, Wildland Firefighting, Basic Fire Academy

Professional Affiliations

- Santa Barbara County Fire Chiefs Association—President
- Los Angeles County Fire Chiefs Association
- California Fire Chiefs Association

Jaime Villa

Senior Associate/EMS SME

Summary of Qualifications

Jaime Villa is an experienced EMS professional with a remarkable 18-year career in both private and public prehospital settings. As the EMS Coordinator at the Oxnard Fire Department, Jaime has been responsible for overseeing all EMS programs, conducting research, developing and implementing EMS initiatives, managing budgets, ensuring regulatory compliance, and providing clinical education. In addition to administrative tasks, Jaime has been actively involved in operational duties, conducting multifactorial retrospective system analysis to aid command staff in making informed decisions during disaster responses. Jaime also has a strong teaching background, having served as a Lead Emergency Medical Technician (EMT) Instructor, preparing students for national registry EMT certification. Furthermore, Jaime has an impressive list of professional achievements, including being a founding member of Ventura County Hospice and TB direct observed therapy programs, as well as leading various initiatives during the COVID-19 pandemic. With an extensive list of certifications and awards, Jaime's qualifications are evidence of their dedication and expertise in the EMS field.

Educational Background

- Daniel Freedman/UCLA—Community Paramedic, Moorpark, CA (January 2015–March 2015)
- Bakersfield College—Paramedic School, Bakersfield, CA (January 2009–December 2009)
- Simi Valley Adult School—EMT School, Simi Valley, CA
- Moorpark College—EMT School, General Education, Moorpark, CA
- Oxnard College—Regional Fire Academy, Oxnard, CA (August 1999–December 1999)

Professional Experience

- EMS Coordinator—Oxnard Fire Department (May 2017–Present)
- Supervisor—Oxnard Fire Department (February 2012–May 2018)
- Community Paramedic—Oxnard Fire Department (August 2015–November 2018)
- Paramedic—Oxnard Fire Department (January 2010–April 2010)
- Emergency Medical Technician—Oxnard Fire Department (September 2000–January 2004)

Relevant Qualifications

- EMS program development and oversight.
- Budget management and regulatory compliance.
- Clinical education and EMS policy implementation.
- Agency representation to allied and governmental organizations.
- Research and purchasing of EMS-related equipment.
- Multifactorial retrospective system analysis for informed decision-making.
- Emergency response as a field paramedic and ICS overhead responsibilities.

Certifications & Professional Certificates

- Community Paramedic-Certified
- NAEMSE Level 1 Instructor
- S-359 Medical Unit Leader
- L380 Fire Leadership
- I100-300
- NIMS 700-800
- Ca State Paramedic License
- ACLS, PALS
- BLS
- AHA BLS Instructor
- Tactical EMS Technician (40 hour POST) CA EMSA
- Handtevy Pediatric Instructor
- Ambulance Services Managers Course
- Designated Infection Control Officers Course
- Paramedic Preceptor/FTO
- NBC Decontamination Team Leader (USMC)

Denise Pangelinan, CMCP

Senior Associate/Dispatch SME



Summary of Qualifications

Denise Pangelinan is an experienced 911 Communications professional, devoting over 30 years to the public safety profession. Denise is currently the Director of Emergency Communications for San Ramon Valley 911, which is a multi-discipline (Police/Fire/EMS) communications center in Contra Costa County, California. Denise has experience at all levels of an organization from frontline, supervisory, management and executive leadership. Denise has dispatched and managed specialty assignment teams such as SWAT Tactical and Fire Incident Dispatch, health and wellness committee and peer support. She has an extensive project management background with technical projects such as station alerting, CAD, radio and phone equipment. She is currently on the CA State 9-1-1 Advisory Committee.

Professional Development & Educational Background

- Bachelor of Arts, Business Administration, St. Mary's College of California
- Center Manager Certification Program, National Emergency Number Association
- Emergency Management Certification, California Specialized Training Institute
- Basic, Advanced and Supervisory Certification, Peace Officers Standards and Training
- Emergency Medical Dispatch, International Academy of Emergency Dispatch
- Emergency Fire Dispatch, International Academy of Emergency Dispatch
- Leadership San Ramon Valley

Professional Experience

- Director of Emergency Communications, San Ramon Valley 911, 2016–present
- Communications Center Manager, San Ramon Valley Fire Protection District, 2009–2016
- Public Safety Supervisor, City of Milpitas, 1989–2009
- Public Safety Dispatcher, City of Milpitas, 1985–1989
- Records Clerk, Santa Clara County Sheriff's Office, 1984–1985

Relevant Qualifications & Project Management

- Implemented consolidation of Primary PSAP (Police/Fire and EMS Services)
- Accredited Emergency Fire and Medical Communications Center
- Developed pilot program for Mental Health, 988 response procedures
- Increased Insurance Services Office (ISO) rating to 100 percent within Communications Center
- New construction of 911 Communications Center/Emergency Operations Center
- Project oversight of remodeled Public Safety Complex
- Implementation of Quality Assurance process
- Design and implementation of a Mobile Communications response unit for Police and Fire
- Operations manual development
- Procurement of CAD, radio and phone equipment utilizing grants and state funding
- Hiring, recruitment and retention
- Scheduling and staffing

Professional Affiliations

- National Emergency Number Professional (NENA)
- Association of Public Communications Officers (APCO)
- International Academy of Emergency Dispatch (IAED)

Michelle D. Crowley BS, EFO, FSO

Senior Associate



Summary of Qualifications

Michelle Crowley is an Emergency Services Professional with over 32 years of experience in volunteer, combination and career fire service departments. She began her career as a volunteer firefighter with Harrison County Fire Service. Three years later, she joined Biloxi Fire Department, where she serviced for 27 years. She rose through the ranks from Firefighter and Captain to Battalion Chief of Health and Safety. As a Battalion Chief, she also held the titles of Grant Program Manager and City Emergency Manager. After retirement in 2019, she opened Crowley Emergency Services Consulting, LLC to pursue an emergency services consulting career.

Michelle's primary areas of expertise include community risk reduction, master and strategic planning, emergency management planning, emergency services training, data-driven decision making, and professional development. She has a working knowledge of the National Fire Incident Reporting System (NFIRS), the Center for Public Safety Excellence, Inc. (CPSE) accreditation process, National Fire Protection Association (NFPA) standards, FEMA's CPG 101 and PAPPG guidelines, and Occupational Safety and Health Administration (OSHA) regulations.

Professional Development and Education

- Eastern Kentucky University, Bachelor of Science in Occupational Safety, Richmond, Kentucky
- Western Michigan University, Bachelor of Business Administration in Finance, Kalamazoo, Michigan
- Mississippi Executive Fire Officer, Mississippi State Fire Academy, Jackson, Mississippi
- Adjunct and Volunteer Certification Instructor, Mississippi State Fire Academy
- Fire Instructor I/II/III; Fire Safety Officer; Fire Officer I/II
- Courses in Disaster Management 101, WebEOC, Hurrevac, Crisis Track, Evacuation and Re-Entry Planning, Weather & Flood Preparedness, and ICS-EOC Interface.

Licensure and Certifications

- NIMS Certified 100, 200, 230d, 300, 400, 700, 800, and 810
- Texas A&M Critical Infrastructure Protection Certificate
- Hazardous Materials, Trench Rescue, and Confined Rescue Technician
- Fundamentals of Grant Management—FEMA

Experience

- Member of National Committee for Women's Cancer—Firefighter Cancer Support Network
- Peer Reviewer—Assistance to Firefighters Grant Programs, 2013–present
- Fire Commissioner—Diamondhead Fire Department, 2020–present
- Chairperson and Member, Mississippi Minimum Standards and Certification Board, 2007–2013

Associated Professional Accomplishments

- Developed an Emergency Operations Plan for the Bank of America Stadium, Charlotte, NC
- Facilitated tabletop exercises for active shooter for the Bank of America Stadium, Charlotte, NC
- Coordinated the Biloxi municipal emergency management team during the 2017 and 2023 District 9 Multi-Jurisdictional Hazard Mitigation Plan Updates
- Created a municipal emergency management team improving operational continuity

Melissa Vazquez Swank MA, BA

Senior Associate/Director of Project Operations



Summary of Qualifications

With a demonstrated professional journey spanning over a decade, Melissa Vazquez Swank has become a venerated figure in project management and administration. Her specialization lies in handling the multifaceted administrative aspects of project-related assignments. This includes the meticulous planning, precise tracking, and robust documentation of numerous projects from inception at the Request for Proposal (RFP) phase through to a successful closeout.

As Director of Project Operations with over 10 years of experience, Melissa's contribution to business transcends conventional roles. She is dedicated to ensuring that all products not only meet but often exceed professional standards. Her proactive approach in enhancing project efficiency, through the reduction of time and elimination of product waste, stands as a testimony to her commitment to excellence.

Melissa's professional acumen, attention to detail, and comprehensive training equip her to provide unmatched project management support. Her passion for accuracy, fact-checking, and optimal performance permeates every facet of her professional endeavors, aligning with AP Triton's commitment to innovative and high-quality solutions.

Professional Development & Education

- Portland State University: MA, Public History/Native American History, 2010–2013
- Portland State University: BA, History, 2007–2009

Professional Experience

- AP Triton: Director of Project Operations, November 2022–Present
- AP Triton: Professional Services Manager, September 2021–October 2022
- 3:17 Associates: Owner, Principal Consultant, 2021–Present
- Emergency Services Consulting International (ESCI): Various roles including Quality Assurance & Recruitment Specialist, January 2020–August 2021; Recruitment Specialist, July 2017–January 2020; Technical Proofer and Quality Assurance Specialist, March 2015–January 2020
- Portland State University: Adjunct Research Assistant, December 2015–2018
- Freelance: Virtual Assistant, December 2014–Present
- Emergency Services Consulting International (ESCI): Project Administrator, Sept. 2013–June 2014

Project Experience

- Alameda City FD, CA: CRA-SOC
- Central FD (Santa Cruz County, CA): Master Plan & Strategic Plan
- Napa County FD, CA: Master Plan
- Pasco FD, WA: Master Plan & Strategic Plan
- Redmond FD, OR: Master & Strategic Plan
- Santa Barbara FD: CRA-SOC
- Santa Clara LAFCO, CA: MSR-SOI Update
- Yamhill County Fire Departments, OR: Consolidation Feasibility Strategic Plan

PROJECTS & EXPERIENCE

The following is a *partial* list of Triton's current and former clients. An expanded list can be provided upon request.

- Aberdeen Fire Department (WA)
- City of Alameda Fire Department (CA)
- Alameda County FPD (CA)
- Alameda County Fire Chiefs Association (CA)
- Alaska Fire Chiefs Association (AK)
- Albany Fire Department (OR)
- Anaheim Fire and Rescue (CA)
- Berkeley Fire Department (CA)
- Bethel Fire Department (AK)
- Blaine County (ID)
- Brattleboro Fire Department (VT)
- Brea Fire Department (CA)
- Brigham City Fire Department (UT)
- Fremont Fire Department (CA)
- California Fire Chiefs Association (CA)
- California Metro Chiefs Association (CA)
- Carlsbad Fire Department (CA)
- Carroll County Ambulance District (MO)
- Carson City Fire Department (NV)
- Central Jackson County FPD (MO)
- Central Fire District of Santa Cruz County (CA)
- Central Kitsap Fire & Rescue (WA)
- Central Pierce Fire Protection (WA)
- Chariton County Ambulance District (MO)
- Chico Fire Department (CA)
- Chula Vista Fire Department (CA)
- City of Costa Mesa Fire Department (CA)
- Coalinga Fire Department (CA)
- Contra Costa County FPD (CA)
- Cowlitz 2 Fire & Rescue (WA)
- DeKalb County Fire Rescue (GA)
- City of Downey Fire Department (CA)
- Dixon Fire Department (CA)
- Douglas Okanogan County FD 15 (WA)
- El Dorado Hills Fire Department (CA)
- Fort Myers Fire Department (FL)
- Eureka Fire Protection District (MO)
- Fairfield Fire Department (CA)
- Fort Myers Fire Department (FL)
- City of Fresno Fire Department (CA)
- Fullerton Fire Department (CA)
- Gig Harbor/Pierce FD #5 (WA)
- Golden Fire Department (CO)
- Grand River Regional Ambulance (MO)
- Gray's Harbor Fire District #5 (WA)
- Hawaii Fire Chiefs Association (HI)
- Hermosa Beach Fire Department (CA)
- Huntington Beach Fire Department (CA)
- Idaho Fire Chiefs Association (ID)
- Kennewick Fire & Ambulance (WA)
- Kern County Fire Department (CA)
- Lake Ozark FPD (MO)
- La Verne Fire Department (CA)
- Lincoln Fire & Rescue (NE)
- City of Long Beach (CA)
- Milwaukee Fire Department (WI)
- City of Napa Fire Department (CA)
- City of Pflugerville (TX)
- Placer LAFCO (CA)
- San Bernardino County JPA (CA)
- City of San Diego Fire Department (CA)
- Santa Barbara County Fire Chiefs Association (CA)
- Santa Clara LAFCO (CA)
- Santa Cruz County Fire Department (CA)
- Santa Cruz LAFCO (CA)
- Seattle Fire Department (WA)
- Solano County Fire Chiefs Association (CA)
- Sonoma County Fire District (CA)
- Sonoma Valley Fire Department (CA)
- Stockton Fire Department (CA)
- Sunnyside Fire Department (WA)
- Tacoma Fire Department (WA)
- Tualatin Valley Fire & Rescue (OR)
- Ukiah Valley Fire Authority (CA)
- Umatilla Fire Department (OR)
- Utah Fire Chiefs Association (UT)
- Vacaville Fire Department (CA)
- Valley Center Fire Protection District (CA)
- Ventura County Fire Department (CA)
- Washington Fire Chiefs Association (WA)
- Watsonville Fire Department (CA)
- Webster Fire Department (TX)
- Whitefish Fire Department (MT)
- Williston Fire Department (VT)

Project Types

The following is a *partial* list of projects AP Triton has completed. Our team has participated in dozens of studies throughout the United States.

Project Description

- Ambulance Services Optimization Study:
- Ambulance Services Optimization Study:
- Ambulance Services Study:
- Ambulance Services RFP:
- Annexation Study (three districts):
- BLS Ambulance System Valuation:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk/Service Delivery Analysis:
- Consolidation Feasibility Study:
- Cooperative Services Study:
- Countywide Fire Service Review:
- Emergency Operations Plan:
- EMS Feasibility & Optimization Study:
- EMS Feasibility Study:
- EMS Optimization Study:
- EMS Optimization Study & Transition Plan:
- EMS Strategic Assessment & Analysis:
- EMS Sub-Contractor RFP Response:
- EMS Sub-Contractor RFP Response:
- EMS Optimization and Feasibility Study:
- EMS System Evaluation:
- Financial Analysis:
- EMS System Valuation:
- EMS Transportation & Optimization Study:
- EMS Transportation & Optimization Study:

Organization

Alameda County Fire Chiefs Association (CA)
 Santa Barbara County Fire Department (CA)
 Modesto FD/Stanslaus County OES (CA)
 Sonoma County Fire District (CA)
 Contra Costa County FPD (CA)
 Seattle Fire Department (WA)
 Coalinga Fire Department (CA)
 Davidson Fire Department (NC)
 La Verne Fire Department (CA)
 Medford Fire Department (OR)
 San Ramon Valley Fire Protection District (CA)
 Santa Barbara (City) Fire Department (CA)
 Santee Fire Department (CA)
 Elk Creek Fire Protection District (CO)
 Clifton FPD/Grand Junction FD (CO)
 Santa Clara LAFCO (CA)
 Carolina Panthers, Bank of America Stadium
 Webster Fire Department (TX)
 Brattleboro Fire Department (VT)
 Burbank Fire Department (CA)
 Carson City Fire Department (NV)
 City of Ontario/San Bernardino County (CA)
 CONFIRE JPA (CA)
 Santa Barbara County Fire Department (CA)
 San Diego Fire Department (CA)
 Truckee Meadows Fire Protection District (NV)
 Long Beach Fire Department (CA)
 San Luis Obispo Fire Chiefs Association (CA)
 Alameda County Fire Chiefs Association (CA)
 Solano County Fire Chiefs Association (CA)

Project Description

- Facilities Master Plan:
- Fire Department Cooperative Services Study:
- Fire District Consolidation Study:
- Fire Services Analysis:
- Fire Services Special Study:
- Fire Station Location Study:
- Fire Station & CRA/SOC Study:
- Fire/EMS Assessment:
- First Responder Fee Study:
- First Responder Fee Study:
- First Responder Fee Study:
- Long-Range Fire Department Master Plan:
- Long-Range Master Plan:
- Management Audit:
- Master Plan:
- Master Plan:
- Master Plan:
- Master Plan & Community Risk Assessment:
- Master Plan & CRA-SOC:
- Master Plan & Strategic Plan:
- Organizational & Operational Analysis:
- Municipal Service Review & SOI Study:
- Municipal Service Review & SOI Study:
- Optimization Study:
- Organizational Analysis:
- Prevention Fee Study:
- Regional Ambulance Study:
- Staffing Study & Operational Analysis:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Valuation Study:

Organization

Redmond Fire Department (OR)
 Golden/Fairmount/Pleasant View FDs (CO)
 Clackamas Fire District 1 (OR)
 Williston Fire Department (VT)
 Santa Cruz LAFCO (CA)
 Portland Fire Department (TX)
 Montecito FPD (CA)
 Pflugerville Fire Department (TX)
 Merced Fire Department (CA)
 Napa Fire Department (CA)
 Truckee Meadows Fire Protection District (NV)
 Templeton Fire & Emergency Services (CA)
 Fairfield Fire Department (CA)
 Menlo Park Fire Protection District (CA)
 American Canyon Fire Protection District (CA)
 Orting Valley Fire-Rescue (WA)
 Whitefish Fire Department (MT)
 Brigham City Fire Department (UT)
 Central Fire District of Santa Cruz County (CA)
 Redmond Fire & Rescue (OR)
 City of Napa Fire Department (CA)
 Placer LAFCO (CA)
 Nevada LAFCO (CA)
 Alameda County Fire Chiefs Association (CA)
 Grand Junction Fire Department (CO)
 Suisun City Fire Department (CA)
 Eastern Placer County JPA (CA)
 Derby Fire Department (KS)
 Aspen Fire Department (CO)
 Blaine County Ambulance Service District (ID)
 Davidson Fire Department (NC)
 Central Fire District of Santa Cruz County (CA)
 Pflugerville Fire Department (TX)

CLIENT REFERENCES

The following are several references and projects out of the hundreds of projects and studies previously completed by Triton. Additional references can be provided.

Carolina Panthers/Tepper Sports & Entertainment (North Carolina)			
Project Title & Description: Life Safety Plan/EOP/Business COOP			
AP Triton was commissioned by Tepper Sports & Entertainment to deliver specialized fire code and life safety consulting services for Bank of America Stadium, located in Charlotte, North Carolina. Leveraging our extensive and nuanced understanding of state, federal, and local regulations and standards—including the applicable building codes, NFPA (National Fire Protection Association) standards, and the North Carolina Fire Prevention Code—we undertook a comprehensive examination of existing life safety systems. Our focused evaluation led to the development of an NFPA 101 Life Safety Evaluation tailored to the facility's unique requirements. Our team's in-depth analysis went beyond just a standard review. We thoroughly examined the existing Emergency Operations Plan, and based on our findings, crafted innovative staffing training programs, and a comprehensive Business Continuity Plan.			
Contact Name/Title:	Andre Haston, Manager, Compliance & Standards-Security John Diggs, Director of Safety and Compliance	Year:	2022
Client Phone:	704.421.8929 – Haston & 704-593-4178 – Diggs		
Client E-Mail:	andre.haston@panthers.nfl.com & john.diggs@panthers.nfl.com		
Project Manager:	Frank Blackley	Status:	On-going

City of Kingsburg (California)			
Project Title & Description: Emergency Operations Plan & Continuity of Operations Plan			
AP Triton was entrusted with the crucial task of reviewing and updating the City's existing Emergency Operations Plan. Our role was to ensure complete alignment with FEMA guidelines, specifically adhering to CPG 101, the fundamental document that defines a well-structured emergency planning process. Our engagement extended beyond mere compliance with regulations. We undertook a comprehensive analysis of the existing plan, identifying areas for enhancement and integration of innovative strategies tailored to the City's unique needs and challenges. In addition to revising the Emergency Operations Plan, we developed a Continuity of Operations Plan. This component involved crafting a resilient framework that ensures the uninterrupted delivery of essential services, even in the face of unforeseen emergencies or disruptions.			
Contact Name/Title:	Dan Perkins, Fire Chief	Year:	2022
Client Phone:	559-707-0563	Client E-Mail:	dperkins@cityofkingsburg-ca.gov
Project Manager:	Frank Blackley	Status:	On-going

Contra Costa County Fire Protection District (California)

Project Title & Description: Ambulance Service Feasibility Study

Contra Costa County Fire Protection District (population over 1 million). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. These payer mixes were all inclusive which, together with other demographic information, allowed AP Triton to determine the maximum value of the system. The study then analyzed the Federal Reimbursement programs available and provided estimates for both GEMT (Ground Emergency Medical Transport) and IGT (Intergovernmental Transfer) programs. Several options were proposed for consideration by the Fire District, and the Public-Private Partnership (contractor/subcontractor) option was chosen. AP Triton then provided services to select the private (subcontractor) partner and managed the response to the County-wide RFP for Ambulance service. Contra Costa County Fire was awarded the contract for ambulance service through a competitive bid process. They have increased their response time compliance from a level of 89-90% under the former provider to an average of 96% across all response zones. Further, their ambulance transport system, which was historically under questionable sustainability, now turns a \$10 million profit annually and has amassed a reserve of \$38 million. AP Triton Consulting is currently on a maintenance and system retainer agreement through March 2022 to assist the Contra Costa County Fire Department in operating its ambulance transport system.

Contact Name/Title:	Lewis Broschard, Fire Chief	Year:	2018
Client Phone:	925.941.3300		
Client E-Mail:	Lewis.broschard@cccfd.org		

San Bernardino County Fire Protection District (California)

Project Title & Description: EMS Valuation/Assessment Study

AP Triton conducted an assessment of the financial structure of the San Bernardino County ambulance system to determine which areas could be subject to competitive bid, the value of the system, the resources needed to provide services to those areas, the cost to implement those services, the time needed to secure equipment, the continued operating costs, and the ability to provide additional services to enhance system delivery.

Contact Name/Title:	Mark Hartwig, Fire Chief	Year:	2019
Client Phone:	805.681.5501		
Client E-Mail:	Mark.Hartwig@sbcfire.com (now at Santa Barbara)		


CLIENT TESTIMONIALS

- [AP Triton] communicated clear timelines from the outset and provided multiple opportunities for us to clarify and adjust the scope of our project. Most impressively, the AP Triton team remained responsive and assisted the Seattle Fire Department well beyond the completion of our evaluation. AP Triton's reputation as a leader in the industry is well earned.
—*Seattle Fire Department, Washington*
- Exceptional product and process! Very pleased with the experience with AP Triton. The Project Manager and Project Team were extremely knowledgeable, professional, and exceptional to work with. I would like to bring them back for more projects in the future.
—*Blaine County, Idaho*
- It was a pleasure working with your staff. [Our Project Manager] did a fantastic job, and the others on the team were very good to work with. All were knowledgeable and experienced in their fields. The well-rounded team ensured a complete and accurate report. We hope to work with your team again in the future.
—*Brigham City Fire Department, Utah*
- The AP Triton team provided well-researched information that I believe will help my Commission make informed decisions. My Commission was pleased with the outcome of the financial analysis and recently contracted AP Triton for a much more comprehensive study.
—*Placer County LAFCO, California*
- I highly recommend them to any fire department or EMS agency looking to get perspective from consultants that use data and many years of experience and wisdom to make informed determinations. It is obvious that they know their stuff. We are very pleased with the results.
—*North View Fire District, Utah*

TRITON CERTIFICATES OF INSURANCE & LITIGATION

AP Triton, LLC maintains liability insurance as shown in the following pages. Triton has no past and/or pending litigation or unresolved lawsuits. Since AP Triton utilizes an entirely independent pool of contractors, we are exempt from carrying Workers' Compensation insurance. Each of our contractors carries their own liability insurance.

ACORD		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 03/21/2023	
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PRODUCER USI INSURANCE SERVICES LLC/PHS 41715154 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251				CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): E-MAIL ADDRESS:			
INSURED AP TRITON, LLC 1309 COFFEEN AVE STE 3178 SHERIDAN WY 82801-5777				INSURER(S) AFFORDING COVERAGE INSURER A: Atain Speciality Insurance Company NAIC# 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CIP422953	03/27/2023	03/27/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
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	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations.							
CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES 1309 COFFEEN AVE STE 3178 SHERIDAN WY 82801-5777				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>			
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Client#: 1626412		APTRI		DATE (MM/DD/YYYY) 3/21/2023			
ACORDTM CERTIFICATE OF LIABILITY INSURANCE							
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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER USI Insurance Services, LLC 2375 E. Camelback Road, Suite 250 Phoenix, AZ 85016 877 468-6516			CONTACT NAME: Tracy Bennett PHONE (A/C No, Ext): 818.251.3045 FAX (A/C, No): E-MAIL ADDRESS: Tracy.Bennett@usi.com				
INSURED AP Triton, LLC 1309 COFFEEN AVE STE 3178 Sheridan, WY 82801			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A : StarStone National Insurance Company		25496		
			INSURER B : Continental Casualty Company		20443		
			INSURER C :				
			INSURER D :				
			INSURER E :				
INSURER F :							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78295D221ALI	03/27/2023	03/27/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			596516681	03/27/2023	03/27/2024	\$3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks: Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
Evidence Of Insurance				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE			
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**CONFIRE****STAFF REPORT****DATE: February 28, 2024****FROM: Nathan Cooke
Interim Director****TO: Administrative Committee**

**SUBJECT: Approval of MOU Between CONFIRE and Teamsters
Local 1932**

Recommendation

It is recommended that the CONFIRE Administrative Committee approve the Memorandum of Understanding (MOU) between CONFIRE and Teamsters Local 1932.

Background Information

Teamsters Local 1932 was recently successful in petitioning CONFIRE to become the official labor representatives for the following employee classifications:

CONFIRE Management Unit

- Emergency Communications Manager
- Emergency Communications Assistant Manager

CONFIRE Supervisors' Unit

- Management Information Systems Supervisor

CONFIRE Miscellaneous Unit

- Administrative Secretary I
- Automated System Technician
- GIMS Coordinator
- Information System Analyst
- Information System Analyst II
- Information System Analyst III
- Staff Analyst
- Staff Analyst II
- Fiscal Specialist

The CONFIRE Negotiations Team commenced negotiations for a Memorandum of Understanding (MOU) for this previously unrepresented group of employees. As part of negotiations, the parties reached an agreement covering wages, hours and other terms and conditions of employment through February 28, 2027.

The proposed agreement includes the following items as part of the MOU:

- A 3% across-the-board increase effective February 24, 2024, a 3% across-the-board increase effective February 22, 2025, and a 3% across-the-board increase effective February 21, 2026.
- Allow for a diversion of employee wages to the Teamsters Local 1932 Retiree Component of Teamsters Healthcare Trust of 0.50% effective February 24, 2024, 1% effective February 22, 2025, and 0.50% February 21, 2026.
- Increase the Medical Premium Subsidy effective February 24, 2024, July 13, 2024, July 12, 2025, and July 11, 2026.
- Increases in Longevity Pay effective July 27, 2024, of 1% of base salary at 10 years of service and a 1% increase (from 2% to 3%) of base salary at 15 years of service.
- A 10% equity increase for the classifications of Emergency Communications Manager and Emergency Communications Assistant Manager and a 2.5% equity increase for the classification of Computerized Mapping Analyst effective February 24, 2024.
- A 0.50% equity increase for all classifications effective February 24, 2024, and a 1% equity increase for all classifications effective February 22, 2025.
- A new 2.5% top step for all non-trainee classifications effective July 25, 2026.
- Increase the Return to Work on Call compensation from \$3.25 to \$4.00 effective February 24, 2024.
- Providing a Night Shift Differential at \$1.70 per hour for an employee required to work evenings and night shift tour of duty.
- Change the Overtime provision to allow Sick Leave to count as hours worked.
- Implement a Center Accreditation Bonus for the classifications of Emergency Communications Manager and Emergency Communications Assistant Manager effective February 24, 2024.
- Implement CONFIRE paid State Disability Insurance for all employees in paid status.
- Increase Basic Life Insurance coverage to \$35,000 for the Miscellaneous Unit and \$50,000 for the Management Unit.
- Provide an additional day of paid Bereavement Leave for all employees and reduce the mileage requirement for the additional day of paid Bereavement Leave.
- Increase Uniform Voucher per employee by \$50 per year from \$200 to \$250.

- Increase to RMT Sick Leave conversion formula.
- Inclusion of Healthcare Trust Article that allows employees to participate in Teamsters Healthcare Trust.
- Bargained over new articles applicable to represented unit such as Access to New Employees, Grievance Procedures, Labor-Management Task Force, Membership Dues Deductions, New Employee Orientation, Authorized Employee Representatives, Union Leave, Safety Committee, and Use of Bulletin Boards.

Fiscal Impact

Approval of this Memorandum of Understanding will result in increased ongoing costs estimated to be \$15,000 in 2023-24, \$55,000 in 2024-25, \$65,000 in 2025-26, and \$80,000 in 26-27 and \$85,000 in ongoing years.

MEMORANDUM OF UNDERSTANDING

CONFIRE MISCELLANEOUS UNIT

CONFIRE SUPERVISORS' UNIT

CONFIRE MANAGEMENT UNIT

2024 – 2027



CONSOLIDATED FIRE AGENCIES JPA (CONFIRE)

AND

TEAMSTERS LOCAL 1932

TABLE OF CONTENTS

PREAMBLE..... 6

RECOGNITION 6

ACCESS TO NEW EMPLOYEES..... 6

ACCESS TO PERSONNEL RECORDS 6

ACCESS TO WORK LOCATIONS..... 7

ACCIDENTAL DEATH AND DISMEMBERMENT..... 7

ADMINISTRATIVE LEAVE 8

ANNUAL LEAVE 8

AUTHORIZED EMPLOYEE REPRESENTATIVES..... 9

 Section 1: Authorized Employee Representatives 9

 Section 2: Handling of Grievances and Disciplinary Proceedings 10

 Section 3: Employee Representative Committee..... 10

BILINGUAL COMPENSATION 11

CENTER ACCREDITATION BONUS..... 11

CLASSIFICATION 11

 Section 1: Purpose..... 11

 Section 2: Implementation of Classification Study Results 11

 Section 3: Classification Appeals..... 12

 Section 4: Annual Classification Evaluation Request..... 14

CONFIRE MANAGEMENT RIGHTS 15

DEFERRED COMPENSATION..... 15

 Section 1: Enrollment 15

 Section 2: CONFIRE Matching Contribution 15

DEFINITIONS..... 16

DEMOTIONS..... 17

DEPENDENT CARE ASSISTANCE PLAN (DCAP)..... 18

DIFFERENTIALS..... 18

 Section 1: Longevity Pay Differential 18

 Section 2: Night Shift Differential 19

DIRECT DEPOSIT (ELECTRONIC FUND TRANSFERS)..... 19

DISASTER SERVICE WORKERS..... 20

DUAL APPOINTMENTS 20

EMPLOYEE RIGHTS 20

EXPENSE REIMBURSEMENT 21

CONFIRE MISCELLANEOUS, SUPERVISORS’ & MANAGMENT UNIT MOU

2024 – 2027

Section 1: General Provisions 21

Section 2: Responsibilities 21

Section 3: Travel Authorization 21

Section 4: Authorization for Attendance at Meetings 21

Section 5: Records and Reimbursements 21

Section 6: Transportation Modes 22

Section 7: Meals and Lodging 23

Section 8: Credit Cards 24

Section 9: Expense Advances 24

EXTRA HELP AND RECURRENT EMPLOYEES 24

FITNESS FOR DUTY 24

FLEXIBLE SPENDING ACCOUNT 24

FULL UNDERSTANDING, MODIFICATION AND WAIVER 25

GRIEVANCE PROCEDURE 25

Section 1: Purpose 25

Section 2: Definition of a Grievance 26

Section 3: Jurisdiction 26

Section 4: Exclusions 26

Section 5: Representation 26

Section 6: Consolidation of Grievances 27

Section 7: Time Limitations and Notification 27

Section 8: Steps in the Grievance Procedure 27

Section 9: Unfair Labor Practices/Unit Changes 29

Section 10: Mediation 29

Section 11: Disciplinary Hearings 30

HEALTHCARE TRUST 31

Section 1: General Provisions 31

Section 2: Eligibility and Enrollment 33

Section 3: Healthcare Benefit Trust Fund 34

Section 4: Compliance with Law 35

Section 5: Meet and Confer Provisions 35

Section 6: Retiree Component of Teamsters Healthcare Trust 35

HOURS OF WORK 38

IDENTIFICATION CARDS 39

IMPLEMENTATION 39

JOB SHARING AND PART-TIME EMPLOYMENT 39

LABOR MANAGEMENT TASK FORCE 40

LAYOFF 40

Section 1: General Provisions 40

Section 2: Notification 41

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

Section 3: Order of Layoff	41
Section 4: Exception to Order of Layoff.....	42
Section 5: Employee's Rights While on Layoff.....	42
Section 6: List Placement and Training.....	43
Section 7: Reemployment from Layoff.....	43
LEAVE PROVISIONS	43
Section 1: Sick Leave.....	43
Section 2: Vacation Leave	46
Section 3: Holiday Leave	48
Section 4: Leave Accruals While on Disability Leave.....	50
Section 5: Compulsory Leave	50
Section 6: Military Leave	50
Section 7: Political Leave	52
Section 8: Special Leaves of Absence Without Pay	52
Section 9: Jury Duty Leave	54
Section 10: Examination Time.....	54
Section 11: Witness Leave.....	55
Section 12: Blood Donations	55
Section 13: Time Off for Voting.....	55
Section 14: Bereavement Leave.....	56
LIFE INSURANCE	56
MEAL AND BREAK PERIODS	56
MEDICAL, DENTAL AND VISION COVERAGE	57
Section 1: Medical and Dental Coverage.....	57
Section 2: Opt-Out and Waive	58
Section 3: Medical and Dental Premium Subsidies.....	59
Section 5: Eligibility for MPS and DPS While on Leave.....	60
Section 6: Vision Care.....	61
Section 7: Meet and Confer	61
MEDICAL EMERGENCY LEAVE	61
MEMBERSHIP DUES DEDUCTIONS	63
MERIT ADVANCEMENTS	64
Section 1: General	64
Section 2: Probationary Employees and Other Employees Without Regular Status	65
Section 3: Regular Employees.....	65
Section 4: Denied Steps.....	65
Section 5: Disputes	65
NEW EMPLOYEE ORIENTATION	65
NON-DISCRIMINATION	66
OBLIGATION TO SUPPORT	66

CONFIRE MISCELLANEOUS, SUPERVISORS’ & MANAGMENT UNIT MOU

2024 – 2027

OVERTIME 66

 Section 1: Fair Labor Standards Act (FLSA) Covered Employees 66

 Section 2: FLSA Exempt Employees 67

PAY PERIOD 68

PAYROLL ADJUSTMENTS 68

PREHEARING DISCUSSIONS..... 69

PROBATIONARY PERIOD AND TRAINEE APPOINTMENTS 69

PROMOTIONS..... 70

PROVISIONS OF LAW..... 70

RECRUITMENT AND REFERRAL BONUS PROGRAMS..... 70

REEMPLOYMENT 72

RELOCATION aSSISTANCE 73

RENEGOTIATION 73

RETIREMENT MEDICAL TRUST 73

 Section 1: Sick Leave Conversion Eligibility 74

 Section 2: Sick Leave Conversion Formula 74

 Section 3: CONFIRE Contributions 74

 Section 4: Death 74

 Section 5: Meet and Confer 75

RETIREMENT SYSTEM CONTRIBUTIONS..... 75

 Section 1: Eligibility..... 75

 Section 2: Employee Contributions 75

 Section 3: Special Provisions 75

 Section 4: Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA) 76

RETURN-TO-WORK COMPENSATION..... 76

 Section 1: Purpose..... 76

 Section 2: On-Call Compensation 76

 Section 3: Standby Compensation 76

 Section 4: Call-Back Compensation 77

SAFETY COMMITTEE 77

SALARY ADJUSTMENT 78

 Section 1: Across the Board Wage Increase 78

 Section 2: Equity Adjustment..... 78

 Section 3: New Top Step 79

SALARY RATES AND STEP ADVANCEMENTS..... 79

SECTION 125 PREMIUM CONVERSION PLAN..... 80

STANDARD TOUR OF DUTY 80

STATE DISABILITY INSURANCE 81

CONFIRE MISCELLANEOUS, SUPERVISORS’ & MANAGMENT UNIT MOU

2024 – 2027

TEAMSTERS TRAINING CENTER..... 81

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES 81

TERM 83

TIME AND LABOR REPORTS 83

TUITION REIMBURSEMENT..... 84

UNIFORM VOUCHER 84

UNION LEAVE 85

 Section 1: CONFIRE Paid Union Training Leave..... 85

 Section 2: Union Paid Leave of Absence..... 85

USE OF BULLETIN BOARDS..... 86

USE OF CONFIRE RESOURCES 87

VOLUNTARY TIME OFF 87

WORK DISRUPTION..... 88

APPENDIX A – APPROVAL BY BOARD OF DIRECTORS 89

APPENDIX B – CLASSIFICATION AND SALARY RANGES 90

APPENDIX C – SALARY SCHEDULES 91

 Effective 02/24/2024 91

 Effective 02/22/2025 97

 Effective 02/21/2026 103

 Effective 07/25/2026 109

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

PREAMBLE

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CONFIRE business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

RECOGNITION

ELIGIBLE UNITS:

- **ALL UNITS**

Pursuant to the provisions of the Employee Relations Code of the County of San Bernardino Special Districts and applicable State law, the Teamsters Local 1932 (Teamsters) was certified, on October 16, 2023, as the exclusive recognized employee organization for Consolidate Fire Agencies JPA (CONFIRE) employees in the Unit and the (collectively referred to as the "Units").

CONFIRE hereby recognizes Teamsters Local 1932 as the exclusive recognized employee organization for the Units. The Units are comprised of those classifications listed in Appendix B, and as may be modified consistent with the Employee Relations Code, subject to approval by the Board of Directors.

ACCESS TO NEW EMPLOYEES

ELIGIBLE UNITS:

- **ALL UNITS**

Consistent with applicable law, Teamsters Local 1932 shall be provided with a list of all new hires upon appointment to a classification in the Units represented by Teamsters Local 1932. CONFIRE shall work with Teamsters Local 1932 to arrange a time for new hires to meet with Teamsters Local 1932 for up to 20 minutes upon request of Teamsters Local 1932.

ACCESS TO PERSONNEL RECORDS

ELIGIBLE UNITS:

- **ALL UNITS**

Personnel records are confidential and access to personnel records of the employee shall be limited to the Director of Human Resources, the appointing authority, the Board of Directors, or their authorized representatives. Employees currently employed by CONFIRE and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

CONFIRE recognizes Teamsters Local 1932's ability to obtain and/or review employee personnel records or data, balancing the employee's privacy interest and the Union's need for the requested relevant and necessary information.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records maintained by either the Department or Human Resources, subject to legal constraints, at the sole discretion of Human Resources or upon the request of the

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

employee or the appointing authority, and upon approval of Human Resources and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their appointing authority or Human Resources as appropriate.

ACCESS TO WORK LOCATIONS

ELIGIBLE UNITS:

- ALL UNITS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Representatives of Teamsters to confer with CONFIRE employees during working hours.

Therefore, Teamsters Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals, or meet with members for the purpose of representing members in their relations with CONFIRE. Teamsters Labor Relations Representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of CONFIRE operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

Teamsters Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the Teamsters Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. CONFIRE shall not unduly interfere with Teamsters access right to work locations.

ACCIDENTAL DEATH AND DISMEMBERMENT

ELIGIBLE UNITS:

- ALL UNITS

Any employee may purchase amounts of Accidental Death and Dismemberment insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

EMPLOYEE COVERAGE	DEPENDENT COVERAGE	
	SPOUSE/DOMESTIC PARTNER	EACH CHILD
\$10,000	\$5,000	\$3,125
\$25,000	\$12,500	\$6,250
\$50,000	\$25,000	\$12,500
\$100,000	\$50,000	\$25,000
\$150,000	\$75,000	\$25,000
\$200,000	\$100,000	\$25,000
\$250,000	\$125,000	\$25,000

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

CONFIRE agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance, to be administered by the Human Resources Employee Benefits and Services Division. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of CONFIRE.

ADMINISTRATIVE LEAVE

ELIGIBLE UNITS:

- **CONFIRE SUPERVISORS' UNIT**
- **CONFIRE MANAGEMENT UNIT**

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with forty (40) hours of Administrative Leave time for the employee's use.

An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated number of Administrative Leave hours based on regularly scheduled hours. Those employees appointed after Pay Period 1 shall receive a prorated number of Administrative Leave hours at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Employees not in paid status (i.e., not coding paid hours) in pay period 1 shall receive a prorated number of Administrative Leave hours upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26, or 27(when applicable), shall not receive Administrative Leave for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from November of 2020 through February 2022, and then returns to paid status in March 2022, the employee shall receive a prorated sum of Administrative Leave hours for calendar year 2022 upon her return to paid status but shall not receive the calendar year 2021 Administrative Leave because the employee was not in paid status for the entire 2021 calendar year.

Employees may only submit amended Time and Labor Reports to charge Administrative Leave for pay periods in which another leave type was requested, approved and charged, if such amended TLRs are submitted within two (2) pay periods of the pay period to be amended, provided however, that Administrative Leave may not be substituted for Holiday Leave.

Such administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 3.33 hours per month minus any hours used up to that time. Any administrative leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employee may designate that cash-out of administrative leave be allocated to the County's Section 457 (b) Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment or appointment to a position in another occupational unit, unused administrative leave will be paid at the employee's current base rate of pay only by the amount of hours that would have been accrued at the rate of 3.33 hours per month minus the total number of hours previously used and cashed out.

ANNUAL LEAVE

ELIGIBLE UNITS:

- **CONFIRE SUPERVISORS' UNIT**
- **CONFIRE MANAGEMENT UNIT**

Effective pay period 1 of each year an employee in a regular supervisory position who is in paid status shall be credited with forty (40) hours of annual leave for the employee's use. Employees hired after the beginning of pay period 1, shall be credited with a prorated number of Annual Leave based upon the annual rate of forty (40) hours (i.e., 1.54 hours per pay period, or any portion thereof). Annual leave will be separate from and in addition to any vacation or holiday leave. If any Annual Leave remains at the end of pay period 26 (27, when applicable), it shall not

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

be cumulative into the next calendar year nor shall there be any conversion to cash.

An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated number of Annual Leave hours based on regularly scheduled hours. Those employees appointed after pay period 1 shall receive a prorated number of Annual Leave hours at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Employees not in paid status (i.e., not coding paid hours) in pay period 1 shall receive a prorated number of Annual Leave hours upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26, or 27 (when applicable), shall not receive Annual Leave for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from November of 2020 through February 2022, and then returns to paid status in March 2022, the employee shall receive a prorated sum of Annual Leave hours for calendar year 2022 upon her return to paid status but shall not receive the calendar year 2021 Annual Leave because the employee was not in paid status for the entire 2021 calendar year.

Employees who are appointed to a position in a classification that does not contain an Annual Leave provision and who have been denied in writing the opportunity to use the leave due to work urgency shall receive in cash payment the prorated amount of Annual Leave from the start of pay period 1 to the date of the position change (i.e., 1.54 hours per pay period) minus any Annual Leave hours used up until that time. Where an employee has elected to use vacation leave in lieu of Annual Leave, the prorated annual leave shall be reduced by the number of vacation hours utilized. In those instances where an employee returns to the supervisory classification prior to the end of the calendar year, the Annual Leave for the remainder of the calendar year shall be credited on a prorated basis, i.e. 1.54 hours per pay period. This provision applies only to these specific circumstances and expressly excludes its application to any other set of circumstances.

Employees may only submit amended Time and Labor Reports to charge Annual Leave for pay periods in which another leave type was requested, approved and charged, if such amended TLRs are submitted within two (2) pay periods of the pay period to be amended, provided however, that Annual Leave may not be substituted for Holiday Leave.

AUTHORIZED EMPLOYEE REPRESENTATIVES

ELIGIBLE UNITS:

- ALL UNITS

Section 1: Authorized Employee Representatives

If a Teamsters Business Agent is unavailable, Teamsters may designate employees as authorized employee representatives or alternates to represent employees in investigation interviews, in the processing of grievances, during disciplinary proceedings or as otherwise permitted by law, subject to the following rules and procedures:

- (a) Teamsters may designate at least one (1) authorized employee representative in each location for which CONFIRE maintains a work force. Teamsters shall be entitled to designate two (2) alternates for each authorized employee representative, provided that these alternates shall be located at the same major location as their appropriate representative.
- (b) Teamsters will designate only employees who have obtained regular status.
- (c) Teamsters shall file with the affected Department Head, Department Human Resources Business Partner, and the Employee Relations Division Chief, a written list of all employees designated as authorized employee representatives and alternates, such list to be kept current by Teamsters.
- (d) Time spent during regularly scheduled work hours by an authorized employee representative or alternate in

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

representing an employee shall only be compensated by CONFIRE at such representative's or alternate's base rate of pay.

- (e) CONFIRE vehicles and supplies may not be used. CONFIRE telephones may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of CONFIRE operations and result in telephone costs to CONFIRE.
- (f) The parties shall arrange and be available for meetings, investigatory interviews, etc., within a reasonable period of time, taking into account such things as the nature of the offense and/or the circumstances (e.g., employee on ERL, employee seeking return to work, etc.).
- (g) Prior to conducting an investigative interview, CONFIRE must inform the employee of the type of impropriety and allow the employee and the representative an opportunity to confer privately about the subject of the impending interview.

Section 2: Handling of Grievances and Disciplinary Proceedings

- (a) At the request of an employee, an authorized employee representative or alternate may investigate a formal grievance and represent the employee at the resulting proceedings or during disciplinary proceedings, including Skelly hearings.
- (b) Prior to participating in a grievance or disciplinary proceeding, the authorized employee representative or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of CONFIRE's operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to CONFIRE and employees when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work assignment. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure equal to the amount of the delay.
- (c) Employees must use the authorized employee representative or alternate assigned to their location and representation unit, except as otherwise provided herein.
- (d) Sections 1 and 2 of this Article do not preclude authorized employee representatives from bringing one additional steward to a meeting (e.g., a meeting at a step in the grievance process, an administrative interview, etc.) for the purpose of training; provided, however, that the scheduling of the meeting shall not be delayed by the trainee steward's unavailability and their presence is authorized by their supervisor and does not unduly interfere with the efficiency, safety, or security of CONFIRE's operations. Further, CONFIRE shall be provided two working days advance notice of the trainee steward's anticipated presence unless a shorter period is agreed-upon or necessitated by circumstance (e.g., scheduled less than 2 days in advance, etc.). Any time spent by trainee stewards at these meetings shall be processed in accordance with the Union Leave article.

Section 3: Employee Representative Committee

Up to two (2) authorized employee representatives or alternates will be permitted to attend Employee Representative Committee meetings on CONFIRE's time; provided, however, that no such employee shall be released for more than two (2) hours per month. In January of each year of this Agreement, representatives of Teamsters and CONFIRE will review the maximum number of attendees in this Section.

Monthly, Teamsters shall notify CONFIRE of the employee representative who attended the previous Employee Representative Committee meeting.

BILINGUAL COMPENSATION

ELIGIBLE UNITS:

- **CONFIRE MISCELLANEOUS UNIT**

Employees in positions designated by the Appointing Authority, or designee, which requires employees as a condition of employment to perform bilingual translations involving the use of English and a second language (including American Sign Language) as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent by the Human Resources Department to be eligible for compensation. There are three (3) levels of competency certification solely determined and administered by Human Resources: Level 1 - verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; Level 2 - written skill level: reading, writing and speaking English and a second language; and Level 3 - technical skill level: reading, writing and speaking English and a second language using medical or legal terminology. Compensation per pay period shall be as follows: verbal skill level, fifty dollars (\$50.00) per pay period, written skill level at fifty-five dollars (\$55.00) per pay period, and technical skill level at sixty dollars (\$60.00) per pay period.

CENTER ACCREDITATION BONUS

Employees in the classification of Emergency Communication Assistant Manager and Emergency Communication Manager shall be eligible to receive the Center Accreditation Bonus in the amount of seven hundred dollars (\$700) lump sum payment. The Center Accreditation Bonus is payable after the Dispatch Center receives the International Academies of Emergency Dispatch (IAED) accreditation, which is scheduled every three years.

CLASSIFICATION

ELIGIBLE UNITS:

- **ALL UNITS**

Section 1: Purpose

Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each CONFIRE position for the purpose of recruitment, compensation, and organizational structuring. CONFIRE shall notify Teamsters in writing of all classification and salary changes to classifications allocated to a Teamsters within two (2) working days after such changes have been approved by the Board of Directors. Whenever positions are subject to any change as a result of a classification review, such change will generally be determined by CONFIRE within one hundred and eighty (180) to two hundred and forty (240) days of receipt of the classification review request, subject to the classification appeal procedure. The parties recognize that there may be instances when a Teamsters classification request review may exceed two hundred and forty (240) days, and in those instances CONFIRE shall notify Teamsters of the anticipated duration of such review. New and revised classification specifications shall be furnished to Teamsters in a timely manner. Further, CONFIRE shall provide Teamsters with periodic status updates on classification studies/reviews. Such updates shall generally coincide with CONFIRE's established submission deadlines (e.g., March and September). Finally, the Teamsters may contact the Human Resources Business Partner after receiving the final recommendations to seek any additional clarification.

Section 2: Implementation of Classification Study Results

(a) Upgradings

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification such employee's step placement in the new salary range shall be governed by the Article on "Promotions."

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

(b) Downgradings

A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate payment where the salary rate is within the new base salary range. Where an incumbent receives a salary rate payment greater than the maximum of the new base salary range, the Director of Human Resources may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification exceeds the "X" step. Upon request, an employee with regular status occupying a position which has been downgraded shall be placed on an eligibility list for any classification equivalent to their former classification for a period of two (2) years. Equivalent classification is hereby defined as one requiring all of the following: (1) the same kind and amount of experience; (2) the same degree of skills, knowledge, and abilities; and (3) a salary level no higher than the employee's former classification.

(c) Salary Rate (Equity) Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a compensation study. Step placement for incumbent employees whose classification is assigned to a higher base salary range shall be determined as follows:

The employee shall be placed on the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the new range. Service hours for the purpose of determining eligibility for the next merit advancements will not reset for employees receiving an equity adjustment. Subsequent step advances shall be administered in accordance with the Salary Rates and Step Advancements and Merit Advancements Articles of this Agreement.

Section 3: Classification Appeals

In recognition that classification appeals can impact the terms and conditions of employment for Teamster-represented employees, only Teamsters shall be permitted to file classification appeals. The burden of proof on any classification appeal rests with the appellant to establish why the recommended allocation is not appropriate. The content of and decision on classification appeals shall be restricted to consideration of the recommended and the requested classification. All classification appeals shall be limited to a discussion of duties and responsibilities performed at the time the position was studied.

Classification appeals are heard by a mediator with classification expertise. The decision of the mediator shall be advisory. If the decision of the mediator has an economic impact, the decision of the mediator shall be in the form of a recommendation to the Board of Directors for final action. The mediator shall follow the appeal procedure established by CONFIRE and Teamsters, and provide written justification to the aforementioned parties on classification appeal recommendations. The cost of the mediator shall be split between CONFIRE and Teamsters.

Step 1 – At the conclusion of the classification study, Human Resources will make a written recommendation to the appointing authority, unless the mediator's recommendation would have an economic impact. In such cases, the Board of Directors would take final action.

Step 2 – The appointing authority will notify position incumbent(s) of study results and the timeframes for filing an appeal.

Step 3

(a) Teamsters may file a classification appeal individually or in groups provided that all positions represented were allocated to the same class and appealed to the same class. The appeal form should thoroughly explain why

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

Teamsters believes that the allocation is not appropriate and why the requested class is more appropriate. Appeals must be based on the duties performed at the time the position was studied.

- (b) An appeal to a non-existent class must clearly show that no existing classification describes the duties and functional responsibilities of the position.
- (c) Disagreements on title of a class, or on the format and wording of class specifications, are not bases for an appeal. Requests for revisions will be presented in writing to Human Resources for review.
- (d) Revisions to a class specification may be appealed to the mediator in cases where it is alleged that a class specification was so significantly revised as to change the grade determinants of a class.
- (e) Disagreements on salary matters for new classifications are excluded from this procedure and will be considered in the context of the meet and confer process. The salary of a classification for which a technical title change has been approved by the Board of Directors is not appealable. No salary action can be taken on an existing classification to the meet and confer process that would have the effect of reopening this Agreement. Salaries for new classes will be set by management, unless changes are made by an appeal and recommended by the meet and confer process.
- (f) Disagreements on representation unit designations are excluded from this procedure.

Step 4 – Teamsters completes the Classification Appeal Form and files it within fifteen (15) working days of Board of Directors' approval; or within fifteen (15) working days from the appointing authority's notification to the employee.

Step 5

- (a) The appeal will be reviewed by Human Resources for changes in job duties or other substantial changes to the position description on which the allocation was based.
- (b) Human Resources staff will respond in writing to the Appeal within fifteen (15) working days. Copies of the response will be sent to Teamsters.

Step 6 – A mandatory prehearing conference will be scheduled within a twenty (20) workday period from the date of Human Resources' response. Teamsters and Human Resources staff will meet and attempt to reach a settlement. At the request of parties involved, additional personnel may attend to offer clarification of job duties performed by the appellant(s). If no resolution is reached at this conference, Teamsters and Human Resources will stipulate the issue(s) in dispute.

Step 7 – Following the prehearing conference, Human Resources staff and Teamsters will consider the information exchanged. Human Resources may revise its allocation recommendation, and appellant(s) may withdraw appeals.

Step 8 – Any additional supporting documentation must be filed with the mediator by both Teamsters and Human Resources staff fifteen (15) workdays subsequent to the prehearing conference. Lists of witnesses and all written materials/exhibits that are to be discussed at the hearing must be included in this final brief. All parties will receive copies of these briefs.

Step 9 – All of the aforementioned timeframes may be lengthened or shortened upon the joint concurrence of Human Resources and Teamsters.

Step 10 – Appeals which have not been resolved through the preceding steps will be forwarded to the mediator.

Step 11 – Appeals presentations will be limited to the incumbent employees or spokespersons elected from the

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

group, exclusive recognized employee organization staff representatives, and members of Human Resources staff. Witnesses may be heard for the purpose of clarifying technical aspects of job duties.

- (a) Prior to the appeal hearing, the mediator will have reviewed copies of the appeal documentation submitted by both parties.
- (b) Appellants will present arguments first. The burden of proof is with Teamsters why the recommended classification allocation is not an appropriate recommendation. Twenty (20) minutes will be allowed for presentation. Time not taken for presentation will be forfeited. Arguments should be centered around why the classification allocation was not appropriate and what classification would be the most appropriate.
- (c) Human Resources staff will present arguments. Twenty (20) minutes will be allowed for presentation of this argument. Time not taken will be forfeited.
- (d) At the conclusion of the arguments, the mediator will have the opportunity to ask questions.

Step 12

- (a) Decisions of the mediator will be limited to the class recommended by Human Resources, or the class requested by the appellant on the Classification Appeal Form.
- (b) A written decision shall be given within thirty (30) days of the hearing, indicating the basis for the decision.

Step 13 – Following the appeal hearing, the mediator shall forward the written recommendations to Human Resources and Teamsters. Both parties will be allowed a two (2) week review period prior to submission of the decision to the Board of Directors.

Step 14 – Parties will agree to support the recommendations of the mediator unless there is a failure to act in good faith in implementing the spirit and intent of these procedures.

Step 15 – This procedure shall remain in effect until it is changed through the meet and confer process. Requests for changes to the procedure may be presented at any time.

Section 4: Annual Classification Evaluation Request

Teamsters may submit a written request to Human Resources to evaluate the designated salary ranges for one (1) classification per year. Once a classification has been reviewed, that classification is no longer eligible for review during the term of the Agreement. Teamsters will thoroughly explain in their written request why the classification is appropriate for an evaluation and provide supporting information. Both parties understand that various factors are used as part of the evaluation process to include external county salaries, retention, vacancy, recruitment data, and internal classification relations (vertical and horizontal). CONFIRE agrees to meet within 30 days of a Teamsters request to review the selected classifications to consider potential remedies.

If the parties have not reached mutual agreement within 90 days of the first meeting, unless a deadline extension is agreed upon, the parties agree to proceed to mediation. The mediator shall have classification expertise and the decision of the mediator shall be advisory. The decision of the mediator shall be made in the form of a recommendation to the Director of Human Resources for final consideration. The cost of the mediator shall be split between the parties.

This process is meant to be a standalone process and separate from other sections of this article.

CONFIRE MANAGEMENT RIGHTS

ELIGIBLE UNITS:

- **ALL UNITS**

All management rights and functions shall remain vested exclusively with CONFIRE except those which are clearly and expressly limited in this Agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- The right to determine the mission and organizational structure of each of its agencies, departments, institutions, boards, and commissions.
- The right of full and exclusive control of the management of CONFIRE; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- The right to change or introduce new or improved operations, methods, means or facilities; to reorganize operations, modify or discontinue programs and services; or to contract for work to be done; provided, however, that the parties shall meet and discuss the impacts of any contract proposed to be awarded which would contract for services currently being provided by Unit employees.
- The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to require overtime and determine the necessity for overtime; to transfer, reassign, and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

This Article neither establishes nor grants any rights or benefits to the Union or employees covered by this Agreement, and CONFIRE shall be free to exercise its rights under this provision without challenge from the Union or employees except where it can be demonstrated that such exercise is contrary to a specific limitation placed upon CONFIRE in another Article of this Agreement.

DEFERRED COMPENSATION

ELIGIBLE UNITS:

- **ALL UNITS**

Section 1: Enrollment

All employees in the bargaining unit shall automatically be enrolled in the County's 457 Deferred Compensation Plan and contribute 1.00% of base salary to the plan, subject to all legal requirements and constraints. Prior to the first salary deferral deduction employees shall be provided a 30-day opt-out period during which no salary deferral deduction shall be taken. Thereafter, employees may opt-out at any time. The Human Resources Employee Benefits and Services Division shall establish the forms and guidelines for the salary deferral opt-out and administer the deduction according to the applicable Plan Document(s) and/or Human Resources Benefits procedures.

Section 2: CONFIRE Matching Contribution

Employees who have completed one (1) year of continuous service in a regular position shall be eligible for the benefits of this article. The biweekly contribution of employees who contribute to CONFIRE's Section 457 (b)

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Deferred Compensation Plan will be matched by a CONFIRE contribution on the basis of one-half times ($\frac{1}{2}x$) the employee's contribution up to one-half percent ($\frac{1}{2}\%$) of the employee's biweekly base salary. For example, an employee who contributes \$10.00 per pay period shall receive a CONFIRE contribution of \$5.00 per pay period, provided that the \$5.00 does not exceed one-half percent ($\frac{1}{2}\%$) of the employee's biweekly base salary. CONFIRE contributions to the Plan shall not be considered earnable compensation.

DEFINITIONS

ELIGIBLE UNITS:

- **ALL UNITS**

The following definitions apply to the terms used throughout this Plan unless another definition is specified.

Appointing Authority – Refers to the department head of the employee's department. It also includes any person who is designated as acting department head, employees acting for the department head during the absence of the department head, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.

Base Rate of Pay or Base Hourly Rate – The employee's base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix B).

Biweekly Base Salary – Employee's base hourly rate, excluding any differentials or other pay above the base hourly rate, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period. Base hours paid does not include time without pay or disability payments such as State Disability Insurance or workers' compensation.

Calendar Year – Refers to pay period 1 through 26, or 27 when applicable, of the same year.

County – Refers to San Bernardino County.

Date of Hire or Hire Date – Refers to the effective date of the most recent date of hire in a regular position.

Director of Human Resources – Refers to the incumbent in the Director of Human Resources position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director during the absence of the Director of Human Resources, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.

Fiscal Year – Ordinarily refers to pay period 15 of one year through pay period 14 of the following year.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, sick, holiday, or compensatory time. It does not include unpaid hours or disability payments such as State Disability Insurance or workers compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Regular Position – Refers to a position authorized by the Board of Directors that may be budgeted at either a full-time or part-time level, and may be in either the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract and other contingent positions.

Regular Status – Refers to the completion of a required probationary period in a regular classified position in the employee's current or prior position, as applicable.

Service Hours – Refers to paid hours from an employee's most recent date of hire in a regular position and during

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

an employee's regular tour of duty, up to eighty (80) hours per pay period. Time without pay, disability payments, Medical Emergency Leave and overtime hours do not count as service hours.

CONFIRE Service or Continuous Service – Refers to the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from CONFIRE employment.

Standard Tour of Duty – see Article "Standard Tour of Duty".

Working Days – Refers to the days that CONFIRE is normally open to conduct business, i.e., Monday through Friday, excluding CONFIRE holidays.

DEMOTIONS

ELIGIBLE UNITS:

- ALL UNITS

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower.

A promoted employee who is returned to former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at the time of promotion. No credit shall be granted for time spent at the promoted level for the next step advance due date.

A probationary employee who voluntarily demotes to a different classification from which the employee was promoted shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demotes. However, if the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee with regular status who voluntarily demotes to a lower classification shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demotes. However, if the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee who demotes to a trainee classification for which the journey level classification is higher than the classification he/she demoted from, shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demoted. Employees whose current base rate of pay exceeds the top step of the salary range to which the employee demoted shall be placed on the "X" step and retain their current base rate of pay. Provided that the "X" step continues to be above the top step of the demoted classification range, the employee shall receive no future salary rate increases until the employee has promoted to the journey level classification.

An employee who demotes to a trainee classification for which the journey level classification is lower than the classification he/she demoted from shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demoted, provided that the salary rate does not exceed the top step of the journey level classification. However, if the salary rate is higher than the top step of the journey level classification, the employee shall be placed at the top step of the base salary range of the lower journey level classification.

An employee whose position is downgraded as a result of a classification study may be placed on the "X" step in accordance with the provisions of the Article on "Classification, Section 2(b)" with the approval of the appointing authority and the Director of Human Resources.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which the employee is demoted as provided in the Order of Demotion.

If the employee held prior regular status in the demoted to classification, the employee shall resume said status. If the employee did not have prior regular status in the classification, the employee shall be required to serve a probationary period, unless waived by the Director of Human Resources. When considering whether to waive the probationary period the Director of Human Resources will take into consideration many factors, including whether the classification the employee is demoting from has the same duties the classification the employee is demoting to, but is distinguished by higher level complexities (e.g., Programmer II to Programmer I).

DEPENDENT CARE ASSISTANCE PLAN (DCAP)

ELIGIBLE UNITS:

- ALL UNITS

The purpose of Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay qualifying dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code (IRC) of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law.

The DCAP will be administered by the Employee Benefits & Services Division consistent with said IRC Section and the County's Dependent Care Assistance Plan Document.

- To be eligible to enroll for this benefit, an employee must be in a regular position.
- Enrollment is required every year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.
- An employee must elect to contribute to DCAP through salary reduction on forms approved by the County's Human Resources Employee Benefits & Services Division. An employee election to participate shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Dependent Care Assistance Plan Document.
- Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County's Dependent Care Assistance Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

DIFFERENTIALS

ELIGIBLE UNITS:

- ALL UNITS

Section 1: Longevity Pay Differential

Employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with CONFIRE. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

TOTAL COMPLETED SERVICE	COMPENSATION
31,200 Continuous Service Hours (15 years)	2.0%

Effective July 27, 2024, employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with CONFIRE. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	COMPENSATION
20,800 Continuous Service Hours (10 years)	1.0%
31,200 Continuous Service Hours (15 years)	3.0%

For purposes of longevity pay only, a year of completed service is defined as 2,080 service hours with CONFIRE.

Section 2: Night Shift Differential

- (a) Purpose. It is the purpose of this provision to compensate employees who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.
- (b) Eligible Personnel. Employees assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for night shift differential compensation. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty shall receive night shift differential compensation.
- (c) Special Provisions.
- (1) Night shift differential compensation shall not be included in the base rate of pay when computing call-back pay. Employees who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.
 - (2) Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Agreement.
- (d) Compensation.
- (1) Employees whose assigned tour of duty, with or without intervening mealtime, includes work hours between 5:00 p.m. and 7:00 a.m. shall receive shift differential of one dollar seventy cents (\$1.70) for all hours worked between 5:00 p.m. and 7:00 a.m.

DIRECT DEPOSIT (ELECTRONIC FUND TRANSFERS)**ELIGIBLE UNITS:**

- **ALL UNITS**

All employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangements by the end of the 4th pay period after their date of hire shall be subject to disciplinary action. Employees who fail to make arrangements for direct deposit shall receive paychecks and/or reimbursements via pay card. In cases where an employee is unable to make such arrangements for electronic fund transfer, the Director of

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

Human Resources may allow an exception to this article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the Director of Human Resources.

DISASTER SERVICE WORKERS

ELIGIBLE UNITS:

- **ALL UNITS**

All employees covered by this MOU are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100.

DUAL APPOINTMENTS

ELIGIBLE UNITS:

- **ALL UNITS**

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Director of Human Resources to facilitate training, to make assignments to a position, which is vacant due to an extended leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the same classification. The most recently hired dual appointee shall be notified in writing by the Appointing Authority or designee, and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, they shall be placed in a vacant position in the same classification in the department.

If no position is available, the employee shall be laid off in accordance with the Personnel Rules for the Board-Governed Special Districts provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, they may be appointed to a vacant position in the same classification in the department, however, he/she shall be required to serve a probationary period unless waived by the Appointing Authority. If the most recently appointed dual appointee held prior regular status in a lower classification in CONFIRE immediately preceding the dual appointment, they shall have the right to return to the former classification. If they have not held prior regular status in a lower level classification, they shall be terminated.

EMPLOYEE RIGHTS

ELIGIBLE UNITS:

- **ALL UNITS**

The following are employee rights:

- (a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with CONFIRE.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

- (d) The right of Teamsters, upon its request and prior to implementation, to meet and confer with CONFIRE Management on matters within the scope of representation.
- (e) Any settlement by CONFIRE and an individual grievant not represented by Teamsters Local 1932 shall not be binding on Teamsters Local 1932 and will not be admissible in any grievance hearing.

EXPENSE REIMBURSEMENT

Section 1: General Provisions

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of CONFIRE, except as may be otherwise provided in this Agreement.

Section 2: Responsibilities

It shall be the responsibility of the Appointing Authority or designee, to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Appointing Authority or designee, to incur a business expense. Prior approval may be in the form of standing orders issued by the Appointing Authority or designee.

Section 3: Travel Authorization

- (a) All foreseeable travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. All foreseeable out of state travel requests must be submitted six (6) weeks prior to travel.
- (b) Travel outside the State of California must be approved by the Appointing Authority or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office through a travel request.
- (c) The Appointing Authority or designee shall initiate Travel Requests. The County Administrative Office and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.
- (d) The Appointing Authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

Section 4: Authorization for Attendance at Meetings

- (a) Appointing authorities may authorize attendance at meetings at CONFIRE expense when the program material is directly related to an important phase of CONFIRE service and holds promise of benefit to CONFIRE as a result of such attendance.
- (b) Authorization for attendance at meetings without expense reimbursement, but on CONFIRE time, may be granted when the employee is engaged on CONFIRE's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to CONFIRE.

Section 5: Records and Reimbursements

- (a) Request for expense reimbursement should be submitted once each month and within one year of the date that expense was incurred.
- (b) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - (1) Subsistence, except as otherwise provided in this article.
 - (2) Private mileage (e.g., mileage to airport).

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

- (3) Telephone and other communication-related charges including WI-FI and internet access if needed to conduct CONFIRE business.
- (4) Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, alcoholic beverages, etc.
- (e) Except as otherwise provided in this article, expense reimbursements shall be made on an actual cost basis.
- (f) If receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., itemized list of expenses with location date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.
- (g) Expense reimbursement shall be made via electronic fund transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

Section 6: Transportation Modes

- (a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to CONFIRE. Where an employee is given the choice between several means of travel (e.g., use of County vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a CONFIRE vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the County would have paid for the flight.
- (b) Travel Via Private Automobile.
 - (1) Reimbursement for use of privately owned automobiles to conduct CONFIRE business shall be at the IRS allowable rate at the time the mileage was incurred. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation related costs. CONFIRE does not provide any insurance for private automobiles used on CONFIRE business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on CONFIRE business.
 - (2) When employees, traveling on official CONFIRE business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less. Similarly, if the employee departs from the last work contact point directly to the residence, only such mileage shall be allowed as the lesser distance between it and the assigned work location.
- (c) Travel Via Rental Vehicles.

Reimbursement will be provided for the cost of a rental vehicle for business purposes if a CONFIRE supervisor/manager approves such use. Rental vehicles should be rented under Consolidated Fire Agency's name. Employee should elect to purchase the insurance provided by the rental agency. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

(d) Travel Via Ride-Share Service Taxi or Public/Mass Transit.

Reimbursement will be provided for the cost of using a ride-share service, (e.g., Uber or Lyft) taxi, or public/mass transit (e.g., bus streetcar, and ferry) if such expenses are incurred for CONFIRE business and approved by the Appointing Authority or designee.

(e) Travel Via Air.

When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges.

(f) Incidental Travel Expenses.

Reimbursement will be provided for the cost of incidental travel expenses such as bridge tolls, road tolls and parking fees if such expenses are incurred as part of CONFIRE business and approved by the Appointing Authority or designee. Valet parking will not be reimbursed unless self-parking is not available, or security is a concern.

Section 7: Meals and Lodging

- (a) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the Appointing Authority or designee, as necessary for the purpose of conducting CONFIRE business. Meal and lodging selections should represent a reasonable cost to CONFIRE and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges for meals and lodging greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention or conference requirement (e.g., lodging at the hotel where the conference is held) or if CONFIRE business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the GSA for that area and month. Receipts are mandatory to obtain reimbursement for all lodging expenses and, except as provided below, for all meal expenses claimed.
- (b) An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate established by the GSA, except as otherwise provided in Section 7 paragraph (a) of this Article.
- (c) Except as otherwise provided in Section 7 paragraph (a) of this Article, reimbursements for meal expenses may be provided as follows:
- (1) Option 1 – With receipts, an employee may be reimbursed for meal expenses up to eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, plus tax and up to 15% gratuity.
 - (2) Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch, and nineteen (\$19.00) for dinner, plus tax and up to 15% gratuity.
- (d) Where the cost of a meal is included as part of a registration charge for an event (e.g., lunch at a conference or training seminar), an employee may not claim reimbursement for that meal.
- (e) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, CONFIRE shall make every effort to provide meals.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

Section 8: Credit Cards

The Appointing Authority may issue a CONFIRE credit card to an employee and require business expenses be paid with said card. Further, CONFIRE may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse CONFIRE. If the employee fails to reimburse CONFIRE within fifteen (15) calendar days or prior to separation from CONFIRE service, the Auditor-Controller/Treasurer/Tax Collector's Office may recover any unauthorized charges from the employee's pay.

Section 9: Expense Advances

Advancement of funds for business expenses can be obtained from the County's Auditor-Controller/Treasurer/Tax Collector's Office through submission of the appropriate form. Advancement shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00).

EXTRA HELP AND RECURRENT EMPLOYEES

Extra-Help and Recurrent should not be used to displace existing regular employees.

The following MOU Articles shall apply to Extra-Help and Recurrent employees in similar classifications as those covered in this Agreement, as applicable: Preamble; Recognition; Access to Personnel Records; Access to Work Locations; Bilingual Compensation, CONFIRE Management Rights; Direct Deposit; Disaster Service Workers; Employee Rights; Expense Reimbursement; Fitness for Duty; Full Understanding; Implementation; Labor-Management Task Force; Meal and Break Periods; Membership Dues Deductions; Non-Discrimination; Obligation to Support; Pay Period; Payroll Adjustments; Provisions of Law; Renegotiation; Return to Work Compensation; Salary Adjustments; Term; Time and Labor Reports; Use of Bulletin Boards; Use of County Resources; and Work Disruption.

FITNESS FOR DUTY**ELIGIBLE UNITS:**

- **ALL UNITS**

The parties agree that physical and mental fitness of CONFIRE employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement CONFIRE, with reasonable cause, may require medical and psychological assessments of employee provided CONFIRE pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals.

Medical and psychological reports shall be released to and retained by the Center for Employee Health and Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of CONFIRE business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law.

FLEXIBLE SPENDING ACCOUNT**ELIGIBLE UNITS:**

- **ALL UNITS**

The purpose of this Section 125 Flexible Spending Account (FSA) Plan is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code of 1986 (IRC), on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

The FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. FSA exclusions from gross income do not affect compensation for retirement purposes.

The FSA will be administered by the County's Human Resources Employee Benefits and Services Division, consistent with said IRC Sections and the County's Medical Expense Reimbursement Plan Document.

- (a) To be eligible for this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan is required every Plan Year and limited to the annual open enrollment period or no later than sixty (60) calendar days following the date of becoming eligible due to a mid-year Change in Status event.
- (c) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and the County's Medical Expense Reimbursement Plan Document.

Employees who select the County-sponsored Blue Shield Access + HMO Plan, County-sponsored Kaiser Choice HMO Plan, or an equivalent Teamsters Local 1932-sponsored gold health plan and elect to enroll in the FSA shall be eligible for up to a \$10.00 per pay period match to the FSA to be credited on a quarterly basis.

- (d) Any unused amounts remaining in an employee's account at the end of the Plan year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

FULL UNDERSTANDING, MODIFICATION AND WAIVER

ELIGIBLE UNITS:

- ALL UNITS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration therefore constitute the complete and total contract between CONFIRE and Teamsters with respect to wages, hours, and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, CONFIRE and Teamsters for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. This article shall not act as a waiver of any reserved or customary CONFIRE's management rights or act as a waiver of Teamsters' right to bargain the impact of CONFIRE's exercise of its exclusive management's rights if legally required to do so.

GRIEVANCE PROCEDURE

ELIGIBLE UNITS:

- ALL UNITS

Section 1: Purpose

CONFIRE and Teamsters fully realize the importance of a viable Grievance Procedure to aid in the resolution of disputes among employees, supervisors, and management. It is recognized that conditions may arise which can create employee dissatisfaction, and that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary. This procedure is intended to establish a systematic means for

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

obtaining answers and decisions regarding employee complaints. This procedure is not intended to be used to effect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of Directors and Teamsters have pledged that their representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a CONFIRE employee.

Section 2: Definition of a Grievance

A grievance is a disagreement between CONFIRE management and an employee, group of employees, or Teamsters concerning the interpretation, application, or alleged violation of a specific Article(s) of this Agreement. Teamsters may not independently submit or process a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision. Group grievances are defined as, and limited to, those grievances that allege more than one (1) employee suffered harm under similar facts and circumstances within the grievance filing period. Group grievances shall name all harmed employees and/or classifications and identify the departments and/or work locations of such employees. Where a group grievance is filed, one (1) employee in the group shall be selected by Teamsters to process the grievance. A grievant shall be entitled to Teamsters representation at any step under this Grievance Procedure.

Section 3: Jurisdiction

The Director of Human Resources, or designee, in consultation with the County Labor Relations Chief, shall have the sole authority within CONFIRE structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within CONFIRE structure to adjudicate all grievances, as defined or otherwise provided herein. The arbitrator holds no jurisdiction over a grievance where the remedy has been granted.

Section 4: Exclusions

In that only regular employees are covered by the Personnel Rules for Board-Governed Special Districts, any dispute which may arise between parties involving the application, meaning, or interpretation of the Personnel Rules for Board-Governed Special Districts shall be settled in accordance with the appropriate appeal procedure established in the Personnel Rules for Board-Governed Special Districts except as modified by the parties in this Agreement via Section 11 of this Article. All matters are excluded from this procedure which deal with the "Non-Discrimination" Article; "Management Rights" Article; the project compensation provisions of the "Temporary Performance of Higher Level Duties" Article; federal or state statutes, rules or regulations; or County Charter.

The appeal processes that include the Classification Appeal Procedure and the Memoranda of Understanding grievance adjudicatory process are mutually exclusive remedy bodies. Accordingly, there shall be no double or multiple requests or appeals for a same case/same set of circumstances where one adjudicatory body has rendered a decision on the same. Decision is to be interpreted as excluding a situation where an adjudicatory body has determined it has no jurisdiction in the matter.

Except as otherwise provided by this Agreement or state or federal statute, this Grievance Procedure shall be the sole and exclusive procedure for seeking recourse for any grievance, as defined in Section 2 of this Article.

Any grievance will be terminated once an Equal Employment Opportunity (EEO) complaint is filed on the issue being grieved.

Section 5: Representation

Aggrieved employee(s) may represent themselves, or may be represented by an authorized Teamsters employee representative, or by a Teamsters Labor Relations Representative. This representation may commence at any step in the Grievance Procedure. A representative of Human Resources may be in attendance at any step in the Grievance

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Procedure. CONFIRE agrees within reasonable limits to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in the handling of real and prospective grievances.

Section 6: Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible.

Section 7: Time Limitations and Notification

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this Grievance Procedure, notification to a party may be given either personally, by U.S. mail, telephonically, by facsimile, or via E-mail.

The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified. A grievance may be entertained or advanced to any step beyond Step 2, Employee Relations Division, if the parties jointly so agree. A copy of such agreements bearing the signature of the parties shall be filed with the Employee Relations Division of Human Resources.

When notice is mailed to an employee, it shall be sent to the employee's current address of record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control.

Section 8: Steps in the Grievance Procedure

The procedures outlined herein constitute the steps necessary to resolve an employee's grievance. The attempt of settlement of grievances filed on behalf of an individual employee(s) at the employee-supervisor level is required. The grievance must be submitted within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

Step 1 – Immediate Supervisor. Initially the employee having a grievance shall on a personal face-to-face basis discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that they are initiating the grievance process. Within three (3) working days the immediate supervisor shall give the decision to the employee orally. If the immediate supervisor is not available, next in the chain-of-command should be notified.

Step 2 – Employee Relations Division. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by the Employee Relations Division which shall provide a detailed statement of the grievance, including dates, names, and places, applicable Agreement articles, and the specific remedy or action requested. The written grievance shall be filed in duplicate with the Employee Relations Division within five (5) working days of oral notification of the immediate supervisor's decision. The Employee Relations Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with Teamsters. In making such determination, the Employee Relations Division shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; (3) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated; and (4) The matter complained of in the grievance is covered by a specific provision of the MOU. The determination and notification to the grievant and Teamsters will be made within five (5) working days of receipt of the grievance. If the Employee Relations Division determines that the grievance is not subject to this procedure, Teamsters may appeal this determination directly to an arbitrator in accordance with the provisions of this procedure within five (5) working days following notification by the Employee Relations Division.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

If objection is made to the procedural and/or substantive grievability of a grievance at this step or any other step of the grievance procedure, the parties may mutually agree to continue processing the grievance on the merits. However, it is expressly agreed that such objections to the procedural and/or substantive grievability of a grievance are preserved in any arbitration hearing and that no waiver will result from the subsequent processing and discussion of the grievance on the merits.

Step 3 – Division/Section Level. If the grievance is accepted, or the parties agree to hold in abeyance any objections to the procedural and/or substantive grievability of the grievance, the grievant shall submit the written grievance to the division/section level within five (5) working days of notification of the Employee Relations Division's determination. The Division/Section Head shall meet with the grievant and thoroughly discuss the grievance. The Division/Section Head shall submit a written response to the grievant within five (5) working days of receipt of the formal grievance from the employee.

Step 4 – Employee Relations Division. If a mutually acceptable solution has not been reached, Teamsters or the grievant shall submit the written grievance to the Employee Relations Division within five (5) working days of the receipt of written response of the Division/Section Head.

Following a review of the grievance with the appointing authority, the Director of Human Resources, or designee, in consultation with the County Labor Relations Chief, shall have full and final authority on behalf of CONFIRE to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of receipt of the written grievance of the employee. Such notification shall be rendered in writing to the grievant, Teamsters and the appointing authority.

Step 5 – Pre-Arbitration Process. If a grievance has not been satisfactorily resolved at Step 4, a written appeal to arbitration must be filed with the Employee Relations Division by Teamsters within five (5) working days of notification of the decision by the Director of Human Resource or designee. At the same time and upon mutual agreement of the parties, the grievance may advance to mediation in accordance with Section 10 of this Article, while concurrently seeking an arbitrator. The appeal must be presented on the aforementioned grievance form along with a copy of any pertinent documents.

Grievances shall only be advanced to arbitration with the agreement of Teamsters. The cost for hearing all grievances advanced to arbitration shall be split equally between CONFIRE and Teamsters, including any cancellation fee if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the same. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet in such conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process. No new issues or violations may be raised at the pre-arbitration hearing conference.

Step 6 – Arbitration

At the discretion of Teamsters, grievances that occur during the term of this agreement that are not resolved at a prior step in the process can proceed to arbitration. The Employee Relations Division and the Teamsters employee representative shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service, and mutually select an arbitrator within ten (10) working days of receipt of said list. Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip. If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to establish a hearing

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

date acceptable to both parties.

In reaching a decision and award the arbitrator shall limit themselves to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this Agreement. Lastly the arbitrator shall not substitute his judgment for that of CONFIRE on matters pertaining to the exercise of managerial discretion except where it can be shown by Teamsters that CONFIRE abused its discretion.

The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require an appointing authority or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the appointing authority to take whatever action is necessary, within the control of the appointing authority, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, they shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed.

The arbitrator's decision shall be transmitted to the Employee Relations Division and Teamsters with a copy to the grievant.

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

The decision by the arbitrator shall be final and binding on all parties unless there is a financial impact of greater than ten thousand dollars (\$10,000), in which case it shall be subject to approval of the CONFIRE Board.

For grievance decision with financial impact of greater than two thousand five hundred dollars (\$2,500), the Employee Relations Division will submit the grievance decision to the next practicable meeting of the CONFIRE Board. If the CONFIRE Board fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with the Employee Relations Division of Human Resources, Teamsters, and the grievant.

Section 9: Unfair Labor Practices/Unit Changes

Unfair labor practice charges shall be adjudicated by the California Public Employment Relations Board and unit modification and unit determination disputes shall be adjudicated pursuant to the County's Employee Relations Ordinance.

Section 10: Mediation

Prior to Step 5 – Pre-Arbitration. The parties (Director of Human Resources or designee and Teamsters) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. Additionally, prior to the Prehearing Conference provided for by the Personnel Rules, the parties (Director of Human Resources or designee and Teamsters) may by mutual agreement utilize mediation for disciplinary appeals accepted for hearing under the Personnel Rules of Board-Governed Special Districts. The mediation process described in this Section may be invoked only by the two (2) parties identified herein and is expressly an exception to the language contained in Section 5 of this Article.

The parameters of the mediation process, where mutual resolution of the grievance or disciplinary appeal is sought, are as follows:

- (a) The parties (Director of Human Resources or designee and Teamsters) shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

The grievant/appellant shall have the right to be present, represented by Teamsters as the sole, exclusive bargaining agent.

The grievant/appellant shall have Teamsters as the singular spokesperson and CONFIRE a representative from the Human Resources Employee Relations Division, with neither side allowed the presence of an attorney.

Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.

The mediation process shall be as follows:

- (1) The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side, not restricted to the rules of evidence, no retention of a proceedings record.
- (2) The mediator will meet jointly with the parties and separately, if necessary.
- (3) The mediator has no authority to compel resolution of the matter mediated.
- (4) The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreement.
- (5) The advisory opinion accepted in writing by the two (2) parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement or Personnel Rules.

Where possible the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between CONFIRE and Teamsters.

The post-mediation process is restricted by the following:

- (1) No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration or a Personnel Rules of Board-Governed Special Districts disciplinary hearing.
- (2) No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.

This procedure may be modified by mutual agreement of both parties.

Section 11: Disciplinary Hearings**Formal Discipline**

Any appeal of a dismissal, demotion, suspension, or reduction in salary, shall be heard by a Hearing Officer selected pursuant to the procedures set forth in the Article titled "Hearing Officer" in this section of this Memorandum of Understanding. The decision of the Hearing Officer in an administrative appeal of a punitive action shall be binding on all parties. Administrative appeal hearings conducted pursuant to this Article shall be conducted in accordance with the procedures set forth in Rule XI ("Disciplinary Actions") of the Personnel Rules for Board-Governed Special Districts (except that the selection and appointment of the Hearing Officer shall be made pursuant to the provisions of this Memorandum of Understanding rather than Section 7 of Personnel Rule XI).

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

HEARING OFFICER

The selection and appointment of a Hearing Officer required by the Personnel Rules for Board-Governed Special District Rule XII Grievance Procedure, Section 8(B), Step 3 and in all disciplinary action appeals (including administrative appeals of disciplinary actions involving dismissal, demotion, suspension, or reduction in salary,) shall be made according to the following procedures: The parties will request the State Mediation and Conciliation service, or mutually agreed upon service, to supply a list of five (5) hearing officers. As determined by lot, the parties shall alternatively strike a name until one (1) hearing officer remains. The parties may agree to select a hearing officer without the use of a formal list. Said hearing officer will be officially appointed by the Director of Human Resources Director or designee as the Hearing Officer who shall hear the appeal and formulate a written decision. All costs associated with the Hearing Officer including, but not limited to, a Certified Shorthand Reporter, will be shared equally between the parties, unless Teamsters does not endorse the members' grievance or disciplinary appeal.

Non-formal Discipline

Counseling memos (e.g., Memos of Counseling, Personnel Reports, Records of Discussion, Memos of Concern or other such documents) and Letters of Reprimand are not subject to the Grievance Procedure or the appeal process provided in the Personnel Rules of Board-Governed Special Districts. However, if the employee believes certain facts were not considered or presented prior to him/her receiving the non-formal discipline, the employee may contact his/her supervisor as soon as possible to schedule a meeting to discuss reconsideration of the non-formal discipline. If a mutually acceptable solution has not been reached, the employee may submit a written rebuttal to the Human Resources Business Partner assigned to his/her department as soon as practicable and may request to schedule a meeting to discuss reconsideration of the non-formal discipline. Counseling memos and Letters of Reprimand shall only be used to determine the level of formal discipline imposed if the documents are directly related to the current discipline, or involve conduct of a serious or egregious nature (e.g., harassment, violent, threats, substance abuse, etc.).

Upon request from an employee, counseling memos shall be removed from the Official Personnel File provided that the employee has been free of any other counseling memos or other discipline for a period of five (5) years and that the counseling memo was not related to conduct of a serious or egregious nature (e.g., harassment, violence, threats, substance abuse, etc.). However, if the document is removed from the Official Personnel File, CONFIRE will retain the document in a separate file for purposes of document retention and CONFIRE defense for potential legal matters including litigation.

CONFIRE recognizes the importance of timely and appropriate disciplinary actions. Upon request from a Teamsters Supervising Business Agent, CONFIRE (via the Human Resources Centralized Investigations Unit) shall provide the status of an employee's administrative investigation.

HEALTHCARE TRUST

ELIGIBLE UNITS:

- ALL UNITS

Section 1: General Provisions

- (a) Teamsters has established a healthcare trust (the "Trust") that offers medical coverage compliant with Internal Revenue Code (Code) section 4980H and the Affordable Care Act (ACA), dental coverage, and vision care coverage for active employees covered by the Bargaining Units (the "Bargaining Units") of this MOU, who are members of Teamsters. Active employee is defined as an employee who has not terminated employment from CONFIRE including those on paid status and on approved unpaid leave of absence.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

(b)

- (1) Newly Hired Teamsters Member: Newly hired active Bargaining Unit employees who are members of Teamsters may choose to participate in medical and prescription drug coverage, dental coverage, and vision coverage offered by either CONFIRE or by Teamsters through the Trust. Teamsters members who select the Trust shall obtain medical, dental, and vision coverage through the plan(s) offered by the Teamsters Healthcare Trust.

The default medical enrollment for a newly hired Teamsters member who fails to select a medical plan upon hire shall be a plan offered through the Teamsters trust. Employees returning from a leave of absence who prior to their leave of absence select a Teamsters trust plan will continue to participate in the same plan in which they were previously enrolled.

- (2) Newly Hired Non-Teamsters Member: Newly hired active Bargaining Unit employees who are not members of Teamsters and do not opt out or waive coverage shall participate in the medical and prescription drug coverage, dental coverage, and vision care coverage offered by CONFIRE.
- (3) Current CONFIRE Employees Hired into a Teamsters Bargaining Unit and Teamsters Bargaining Unit Employees Returning from a Leave of Absence: Employees shall become eligible for coverage under the Trust as a result of moving from a bargaining unit not covered by the Trust to Bargaining Units covered by the Trust and becoming a member of Teamsters (i.e. an IRS qualifying life event). Once eligible, members of Teamsters will have the option to select either a CONFIRE-sponsored plan or a Trust-sponsored plan. CONFIRE shall notify the Teamsters as soon as possible upon an employee promoting or demoting into a bargaining unit represented by Teamsters.
- (c) Employees who are already enrolled in a plan at open enrollment, or who are opting-out/waiving, and who do not make a plan selection at open enrollment will maintain the plan they selected prior to the open enrollment, or be maintained as an opt-out/waive, as applicable.
- (d) Employees shall become ineligible for coverage under the Trust as a result of moving into a bargaining unit not covered by the Trust (i.e., an IRS qualifying life event under the County's Section 125 Plan).
- (e) If the Board of Directors is legally required to approve certain Trust-related items prior to implementation, it shall do so as soon as practicable. However, CONFIRE cannot prevent the Trustees of the Trust from taking any actions the Trustees reasonably believe is in the best interest of the beneficiaries of the Trust unless inconsistent with applicable law, this Article or the Medical, Dental, and Vision Coverage article in this MOU.
- (f) The parties will periodically review how the administration of the Trust is working, as necessary. The Trust has established a liaison between County HR Benefits and the Trust Administrator to address such concerns.
- (g) CONFIRE reserves the right to discontinue the side-by-side health insurance coverage should an independent audit of the trust show serious deficiencies or compliance issues as determined by CONFIRE. CONFIRE will identify its concerns in writing and provide 120 days' notice that it will discontinue the Trust if the Trust is unable to remedy the serious compliance issues within 90-days of the Trust's receipt CONFIRE's notice of deficiency.
- (h) CONFIRE shall have the ability to review Trust audit results and/or independently conduct its own audit of the Trust, including its operations, compliance, experience, utilization, rate setting documentation and supporting data, loss ratios, expenses, transactions, and financial results as they pertain to the Trust plan.
- (i) CONFIRE shall have the ability to meet with Teamsters, the Trustees, Trust Counsel, or the Trust Administrator, as applicable, to discuss any concerns it has with the Trust.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

- (j) The Trust may not terminate its medical, dental, and vision coverage during the term of this Agreement. If the Trust or the health provider terminates medical, dental, or vision plan coverage, CONFIRE will terminate its contribution for the applicable benefit 30 days prior to plan termination unless the Trust provides a suitable replacement plan such that employees are covered until coverage terminates. CONFIRE must be notified at least 120 days prior to coverage termination.
- (k) The Trust agrees to maintain insurance coverages and shall name CONFIRE as an additional insured on the Policy and shall defend, indemnify, defend (with counsel reasonably approved by CONFIRE) and hold harmless CONFIRE and its authorized officers, employees, and agents, harmless from any claims, loss, liability, cause of action or administrative proceeding, or legal action arising out of, or in any way related to, the Trust and/or the healthcare plans administered and/or provided pursuant to this Agreement.
- (l) The Trust shall cooperate with CONFIRE and provide all necessary information to CONFIRE within agreed upon or established timelines as set forth in the MOU, plan documents, applicable law, or pursuant to CONFIRE's request in order for CONFIRE to fulfill its compliance and regulatory obligations. To the extent allowed by applicable law, Trust shall be responsible for paying any penalties caused by its failure to comply with Trust reporting and compliance requirements. To the extent the Trust is not permitted under applicable law to fund such penalties, Teamsters shall take reasonable steps to seek reimbursement to the Trust from any vendors engaged by the Trust that may be responsible for failure to meet reporting and compliance requirements.
- (m) CONFIRE will transmit eligibility files and contributions to the Trust on a bi-weekly basis for the purpose of plan administration for employees. Likewise, the Trust will provide CONFIRE on a bi-weekly basis employees' plan elections (e.g., Employee Only, Employee + 1, or Employee + 2 or more). The Trust will be responsible for reconciling any billing discrepancies with their healthcare carrier plans.
- (n) All costs of providing and administering healthcare plans shall be the sole responsibility of the Trust; provided, however, CONFIRE and Teamsters can discuss how part of the agreed-to medical subsidy can be allocated to Trust expenses, administrative costs, and/or reserves. CONFIRE shall not be responsible for any cost of providing or administering said plans in excess of the amounts specified in this Agreement.
- (o) CONFIRE shall continue to take deductions from employees' earnings in accordance with the Section 125 Plan of the Internal Revenue Code (IRS). In addition, CONFIRE shall deduct the following amounts per participating employee from the transfer of premiums on a bi-weekly basis for ongoing administrative costs:

Plan Enrollment in Trust	Per Enrolled Employee Per Pay Period
Medical	\$0.70
Dental	\$0.50
Vision	\$0.10

- (p) Nothing in this article shall prevent the Trust from offering supplemental life, vision, and/or dental benefits to employees, the cost of which shall not be paid by CONFIRE.
- (q) Teamsters shall be responsible for the Trust and the Third-Party Administrator of the Trust's plans complying with all provisions of this Article, and any other applicable agreements related to the Trust.

Section 2: Eligibility and Enrollment

- (a) Medical, dental, and vision plans provided through the healthcare benefit trust fund shall be made available by the Trust to all active employees in regular positions in the Bargaining Units who are members of Teamsters.
- (b) The open enrollment period and plan year period for the Trust shall coincide with CONFIRE's open enrollment

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

and plan year period. The Trust shall work closely with CONFIRE in preparation for CONFIRE's plan year and production of open enrollment materials. The parties agree that both CONFIRE and Teamsters may educate employees regarding the union's Trust and CONFIRE medical plan options. Additionally, Bargaining Unit members who are members of Teamsters may only change from a CONFIRE plan to a Trust plan or vice versa during open enrollment or certain IRS qualifying life events. Employees must sign and provide to CONFIRE a written authorization for deductions via paper and/or electronic signature.

- (c) Employees shall become eligible for coverage under the Trust as a result of moving from a bargaining unit not covered by the Trust to the Bargaining Units covered by the Trust and becoming a member of Teamsters (i.e., an IRS qualifying life event). Once eligible, members of Teamsters will have the option to select either a CONFIRE-sponsored plan or a Trust-sponsored plan, Employees entering the Unit from another Unit who are already enrolled in a CONFIRE-sponsored plan and who do not make a plan selection upon entering the Teamsters Unit will maintain the plan they selected prior to entering the Unit.
- (d) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in either a CONFIRE-sponsored medical/dental plan or a Teamster-sponsored medical/dental plan, unless the employee opts out or waives medical/dental insurance pursuant to the requirements of Section 2 of the Medical, Dental, and Vision Coverage article.

Section 3: Healthcare Benefit Trust Fund

- (a) The Trust shall maintain a healthcare benefit trust fund for the sole purpose of providing medical, dental, and vision plans alongside CONFIRE-sponsored medical, dental, and vision plans for employees in the Bargaining Units. Funds in said healthcare benefit trust shall not be co-mingled with other Union funds. The Trust shall be structured so that earnings in the Trust will be tax-exempt and benefits to employees will be tax-free to the extent possible under the tax rules. If the Trust is structured as a VEBA, a determination of its tax-exempt status shall be obtained from the IRS. If the Trust is structured as a Code section 115 Trust or in some other manner, an opinion from the IRS or from tax counsel competent in the employee benefits area of tax law shall be obtained that the structure reasonably may be treated as tax-exempt.
- (b) The healthcare benefit trust fund shall be administered by healthcare benefit Trustee(s) who shall serve in a legally recognized fiduciary capacity. The Trust shall maintain fiduciary liability insurance coverage for Trustees. CONFIRE may request to be listed as an additional insured on an endorsement of Zenith American Solution's (or any other administrator's) errors and omission policy.
- (c) For any Bargaining Unit employees who elect to participate in the Trust, CONFIRE shall contribute to a healthcare benefit trust fund the amounts specified in the Medical, Dental, and Vision Coverage article for the sole purpose of offsetting employees' cost of medical and/or dental plan premiums and employee-only vision care premiums. In no case shall the contribution to the healthcare benefit trust fund exceed the cost of the medical, dental, and vision premiums for coverage selected through the Trust; provided, however, CONFIRE and Teamsters can discuss how part of the agreed-to subsidy(s) can be allocated to Trust expenses, administrative costs, and/or reserves, (i.e. parties to meet and confer if Teamsters does not intend to apply all of CONFIRE's contributions to offset the cost of medical, dental, or vision).
- (d) If the Trust or the health provider terminates medical, dental, or vision plan coverage, CONFIRE will terminate its contribution for the applicable benefit 30 days prior to plan termination unless the Trust provides a suitable replacement plan such that employees are covered until plan terminates.
- (e) The Trust will be responsible for all accounting practices relating to the disbursement of all trust funds. Accounting practices will be in accordance with industry standards for trust fiduciaries, including the prompt payment of any premiums due to health plan providers. To the extent that CONFIRE may be required to obtain information from the Trust for purposes of completing its annual financial statements, the Trust will cooperate in providing necessary information.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

- (f) The Trust will be responsible for all policies relating to the investment of trust funds, including reserves. Investment practices will be in accordance with industry fiduciary standards and best practices. The parties agree that pursuant to Section 5(d) of this article, they shall meet and confer to discuss the investment policy statement.
- (g) The parties agree that CONFIRE, to include its officers, employees, or agents, shall have no responsibility or liability for the accounting decisions and practices of the Trust or for the investment decisions related to trust funds (including reserves).

Section 4: Compliance with Law

- (a) The Trust shall comply with all laws applicable to medical, dental, and vision plans and/or healthcare trust funds and the administration and management thereof.
- (b) In the administration and provision of medical, dental, and/or vision plans, the Trust shall comply with COBRA, HIPAA, ACA, and all other applicable state and federal laws and regulations to the same extent CONFIRE would be required to comply. CONFIRE and Trust will work together to ensure compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Trust's plan(s) shall accept retroactive enrollments and corrections (COBRA and Active) within 120 days.
- (c) Teamsters shall defend (with counsel reasonably approved by CONFIRE), indemnify and hold harmless CONFIRE and its officers, employees, and agents, including CONFIRE's designated trustees, from any claim, loss, liability, cause of action or administrative proceeding arising out of this Article or from any and all decisions and actions made by the Trust, the Trustees and Teamsters in relation to the Trust.

Section 5: Meet and Confer Provisions

- (a) At the request of CONFIRE, the parties will meet and confer on any Trust-related issues as necessary. The parties shall meet and confer on any substantial changes in plan design, insurers, or other vendors to the Teamsters-sponsored healthcare plans or the Trust structure (e.g., a change in stop loss carrier or policy provisions, a change in Trust governance or the personnel involved in governance, the adoption or modification of charter documents, etc.).
- (b) Current retirees are not eligible to participate in the Trust. Teamsters shall meet and confer with CONFIRE prior to permitting new retirees (i.e., those who retire after establishment of the Trust) to participate in the Trust and, if agreed to by the parties, the Trust shall establish different (i.e., non-blended) plans and premium rates for active employees and retirees.
- (c) If the Teamsters proposes to implement a self-insured medical, dental, and/or vision plan, parties agree to meet and confer prior to the implementation.
- (d) CONFIRE and Teamsters shall meet and confer prior to the issuance of an investment policy statement relating to the investment of trust funds, including reserves.

Upon the request of Teamsters, CONFIRE agrees to meet and confer with Teamsters, subject to the requirements of the Meyers-Milius-Brown Act and any applicable laws, to discuss any proposed modification for participation/funding/eligibility in CONFIRE's RMT or participation/funding/eligibility of any agreed-upon retiree health component of the Teamsters-sponsored Healthcare Trust.

Section 6: Retiree Component of Teamsters Healthcare Trust

- (a) Establishment. The parties have completed the agreed-upon meet and confer provisions pursuant to Section 5 of the Healthcare Trust article of this MOU and have mutually agreed that Teamsters shall take appropriate steps to establish a retiree health component ("Retiree Trust") under the existing Teamsters Health and Welfare

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

Trust Agreement (“Trust Agreement”). The Trust Agreement is a Teamsters-sponsored trust that constitutes a voluntary employees’ beneficiary association (VEBA) under section 501(c)(9) of the Internal Revenue Code. The Retiree Trust will provide eligible retirees of a Teamsters-represented bargaining unit without regard to union membership with certain healthcare benefits, the terms of which are summarized in paragraph (b) below.

- (b) Retiree Trust. Teamsters acknowledges that (i) CONFIRE is not a party to any part of the Trust Agreement, including but not limited to the Retiree Trust, (ii) CONFIRE is not subject to the terms of the Trust Agreement or any union welfare benefit plan or other arrangement funded by the Trust Agreement, and CONFIRE has no responsibility or authority whatsoever for providing or overseeing any benefits provided under the Trust Agreement or any such plan or arrangement, (iii) the preceding statements will continue to apply on and after CONFIRE’s adoption of and expiration of this Section 6, and (iv) CONFIRE’s sole obligation under this Section 6 is to distribute employee contributions to the Retiree Trust in accordance with paragraph (c) below.

Subject to the preceding paragraph, certain features of the Retiree Trust under the Trust Agreement are summarized below. Teamsters agrees that if at any time the provisions summarized below differ from or are inconsistent with the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust), or if the Trust Agreement’s VEBA status is at issue or under investigation by any federal or state enforcement authority, Teamsters shall notify CONFIRE in writing as soon as administratively practicable but no later than fourteen (14) days from the effective date of any of the issues described above. In addition, Teamsters agrees to provide advance written notice to CONFIRE regarding any changes to the Retiree Trust’s terms, including but not limited to any significant change affecting benefits funded by the Retiree Trust.

- (1) Benefits. The assets of the Retiree Trust are dedicated to providing retiree healthcare benefits to eligible retirees and paying the administrative expenses incurred by the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust). The benefits will meet the definition of coverage under section 106 of the Internal Revenue Code. In accordance with section 106, the benefits may be in the form of reimbursement of eligible healthcare expenses (“Retiree Subsidy”) or retiree healthcare coverage. Furthermore, the benefits will conform to the following provisions:
- (i) Should the Retiree Trust offer coverage to retirees under a direct contract with an insurer(s) or provide self-funded retiree healthcare coverage, eligible retirees are not required to enroll in healthcare coverage through the Retiree Trust in order to be eligible for the Retiree Subsidy (e.g., retirees enrolling in coverage through the individual marketplace, retirees living outside service area).
 - (ii) The amount of the Retiree Subsidy will be determined annually and will be a fixed dollar amount (i.e., not a percentage of premium). The amount of the Retiree Subsidy shall be based on available funding and may vary (increase or decrease) from year to year. As such, there will be no guarantee of any fixed subsidy amount or any guarantee that a certain percentage of premium costs shall be paid.
 - (iii) For purposes of establishing premium rates for any health insurance coverage provided under the Retiree Trust, should the Retiree Trust offer coverage to retirees under a direct contract with an insurer(s) or provide self-funded retiree healthcare coverage, the Retiree Trust will not blend active employees and retirees to determine a single premium rate for the combined group of active employees and retirees. The retiree population will be rated separately from active employees to determine the healthcare insurance premium rates for eligible retirees. As such, active employees will not implicitly subsidize the premiums of retirees.
- (2) Eligibility. Participation in the Retiree Trust, including eligibility for the Retiree Subsidy, will only be available to eligible retirees who retire (i.e., terminates and refrains from full time employment for wages or profit and is eligible to begin pension benefit payments from SBCERA) following the effective date of the Retiree Trust **AND** meet the following requirements:

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

Eligible retirees must have been (1) active CONFIRE employees in a Teamsters-represented bargaining unit immediately preceding their retirement (i.e., did not defer retirement) and contributed to the Retiree Trust OR (2) were active CONFIRE employees immediately preceding their retirement but not in a Teamsters-represented bargaining unit, provided they were previously in a Teamsters-represented unit for a minimum of 10 years and contributed to the Retiree Trust, OR (3) previously worked for CONFIRE in a Teamsters-represented bargaining unit for at least 20 years and deferred their retirement for a maximum deferral period of 2 years and contributed to the Retiree Trust. An eligible retiree is considered to have “contributed to the Retiree Trust” if they have contributed to the Retiree Trust as defined in section 6 (c) Employee Contributions.

Retirees will not be eligible for healthcare coverage under the Retiree Trust and will not be eligible for the Retiree Subsidy upon becoming eligible for Medicare. However, nothing is intended to preclude the Retiree Trust from providing supplemental coverage and/or a subsidy for Medicare-eligible employees in the future. Similarly, the Retiree Trust may also establish a subsidy for certain otherwise eligible retirees who were hired before March 31, 1986 and are not eligible for Medicare coverage. Any benefit improvements will be solely funded by the Retiree Trust.

Eligibility for this Retiree Trust for all individuals is ultimately governed by the Plan Rules of the Teamsters Health and Welfare Trust Retiree Plan and may differ from the rules in this MOU, for the complete Plan Rules individuals should contact the Retiree Trust.

- (3) Expenses. Any fees or expenses associated with the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust) will be paid by the Retiree Trust.

(c) Employee Contributions.

- (1) Effective the pay period following Administrative Committee approval as outlined in the Salary Adjustment Section 1(a), the deferred one-half percent (0.50%) across the board salary increases of an employee’s base rate of pay, shall be deducted on a bi-weekly pre-tax basis from the employee’s pay warrant. CONFIRE shall transfer these mandatory employee contributions on a bi-weekly basis to the Retiree Trust. The employee contributions shall not increase or decrease based on the cost of healthcare premiums, amount of the Retiree Subsidy, or coverages offered by the plans in the Retiree Trust. Under no circumstance shall CONFIRE be obligated to deduct from an employee’s pay warrant any amount greater than this fixed percentage of an employee’s base rate of pay. “Wages” for purposes of this article shall be defined as all earnings (including Modified Benefit Option) minus any flat rate differentials.
- (2) Effective February 22, 2025, Salary Adjustment Section 1(b), the deferred one percent (1.00%) across the board salary increases of an employee’s base rate of pay, shall be deducted on a bi-weekly pre-tax basis from the employee’s pay warrant. CONFIRE shall transfer these mandatory employee contributions on a bi-weekly basis to the Retiree Trust. The employee contributions shall not increase or decrease based on the cost of healthcare premiums, amount of the Retiree Subsidy, or coverages offered by the plans in the Retiree Trust. Under no circumstance shall CONFIRE be obligated to deduct from an employee’s pay warrant any amount greater than this fixed percentage of an employee’s base rate of pay. “Wages” for purposes of this article shall be defined as all earnings (including Modified Benefit Option) minus any flat rate differentials.
- (3) Effective February 21, 2026, Salary Adjustment Section 1(b), the deferred one-half percent (0.50%) across the board salary increases of an employee’s base rate of pay, shall be deducted on a bi-weekly pre-tax basis from the employee’s pay warrant. CONFIRE shall transfer these mandatory employee contributions on a bi-weekly basis to the Retiree Trust. The employee contributions shall not increase or decrease based on the cost of healthcare premiums, amount of the Retiree Subsidy, or coverages offered by the plans in the Retiree Trust. Under no circumstance shall CONFIRE be obligated to deduct from an employee’s pay

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

warrant any amount greater than this fixed percentage of an employee's base rate of pay. "Wages" for purposes of this article shall be defined as all earnings (including Modified Benefit Option) minus any flat rate differentials.

- (d) Grievance. No aspect of the Trust Agreement, including but not limited to the Retiree Trust component or any benefit provided through or funded by the Trust Agreement or Retiree Trust component is subject to review through the Grievance Procedure.
- (e) Applicability of Provisions of Prior Sections to Retiree Trust. It is expressly understood that the Retiree Trust is subject in the same manner as the sub-trust holding funds related to active members, including but not limited to the following provisions of the Healthcare Trust Article in this MOU: Sections 1(f); 1(g) and 1(i) in that the review of administration and the ability to audit the Healthcare Trust may include reviews of administration and audits of the Retiree Trust component separately and at different times from reviews of administration and audits of remainder of the Healthcare Trust; 1(j); 1(k) in that to the extent the Trustees determine to terminate the healthcare coverage for retirees, CONFIRE would be notified of such termination 120 days prior to the date of termination; 1(l) in that the insurance coverages maintained by the Healthcare Trust which names CONFIRE as an additional insured on the Policy shall cover the Retiree Trust portion of the Healthcare Trust and the Healthcare Trust shall defend, indemnify, defend (with counsel reasonably approved by CONFIRE) and hold harmless CONFIRE and its authorized officers, employees, and agents, harmless from any claims, loss, liability, cause of action or administrative proceeding, or legal action arising out of, or in any way related to, the Healthcare Trust, including the Retiree Trust component and/or the healthcare plans administered and/or provided under the Healthcare Trust, including benefits provided to retirees pursuant to this Section 6.; 1(l); 1(n); 1(q); 3(a) is understood to include the Retiree Trust that is being added pursuant to Amended Resolution No. 1 to the January 14, 2020, Trust Agreement for the Teamsters Health and Welfare Trust; 3(b); 3(e); 3(f); 3(g); 4(a); 4(b); 4(c) in that the Teamsters shall defend (with counsel reasonably approved by CONFIRE), indemnify and hold harmless CONFIRE and its officers, employees, and agents, including CONFIRE's designated trustees, from any claim, loss, liability, cause of action or administrative proceeding arising out of the terms of the Retiree Trust or from any and all decisions and actions made by the Retiree Trust, the Trustees and Teamsters in relation to the Retiree Trust portion of the Healthcare Trust ; 5(a); 5(c); and 5(d). CONFIRE further agrees that it will act diligently in its obligations to meet and confer under Section 5 of the agreement. Furthermore, nothing in Section 5 will preclude the Trustees from taking such actions as required by the Trustees' fiduciary obligations.

HOURS OF WORK

ELIGIBLE UNITS:

- **CONFIRE MANAGEMENT UNIT**
- **CONFIRE SUPERVISORS' UNIT**

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the CONFIRE are assured.

Notwithstanding any other provisions of this Agreement, the Executive Director may authorize overtime compensation at straight time or time and one-half rates at any time (including retroactively for emergencies as defined in Section 13.022(h) of the County Code) to be paid to any employee in order to carry out the intent of a Board-approved program, to respond to an emergency, or to compensate for hours of work performed above that normally expected of such employee.

Employees in regular positions in these units are considered to be salaried for purposes of the Fair Labor Standards Act (FLSA). If, as a result of changes in legislation, federal regulations, or court decisions, employees are considered to be non-salaried, the CONFIRE and Teamsters will meet and confer concerning changes to return the employees to salaried status.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Deductions from the pay of employees in these units for disciplinary and other reasons shall be made in a manner consistent with FLSA regulations. For example, employees covered by this Article who are disciplined by a suspension without pay shall only receive such suspension in increments of one (1) or more full days. Alternatively, an appointing authority may discipline an employee covered by this Article via a deduction of accrued leave time. The accrued leave time is limited to vacation, holiday, annual or administrative leave. Deductions of accrued leave time may be made in increments of less than one (1) work week. Any disciplinary action imposed under this Article is subject to appeal under the Personnel Rules of San Bernardino Board-Governed Special Districts. Employees shall not be disciplined by a reduction in step.

IDENTIFICATION CARDS

ELIGIBLE UNITS:

- ALL UNITS

CONFIRE will provide identification and/or access cards to employees. Such cards will include the employee's name and photograph. Employees shall carry such cards at all times while engaged in CONFIRE business and in connection with such business shall produce cards for inspection to any CONFIRE or County official. Employees shall surrender such cards upon separation from employment.

IMPLEMENTATION

ELIGIBLE UNITS:

- ALL UNITS

This Agreement constitutes a mutual agreement by all parties to be jointly submitted to the Administrative Committee for approval. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until approved by the Administrative Committee.

Any changes to this Agreement, which do not have specific effective dates, become effective on the date of the Administrative Committees' approval. Any economic changes to this Agreement, which do not have specific effective dates, become effective the beginning of the pay period following the Administrative Committees' approval.

JOB SHARING AND PART-TIME EMPLOYMENT

ELIGIBLE UNITS:

- ALL UNITS

At the discretion of the Appointing Authority or designee, an employee may be allowed to job share or to work on a part-time basis in a regular position. Job share is defined as two employees sharing one regular position. Part time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

Benefits for job sharing and part-time employees shall be as provided in the appropriate Section. Each employee shall be notified in writing by the Appointing Authority or designee at the time of appointment and such notification will clearly define the benefits to which each employee is entitled.

All benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific article. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave. Benefits not subject to proration include the following Leaves: Blood Donation, Examination Time, and Bereavement. Further, where a specific article provides a minimum hour requirement (e.g., must be full-time, or scheduled hours) job sharing and part-time employees shall be required to meet the minimum hour requirement in order to receive

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

the benefit. For example, to be eligible to enroll in a medical and dental plan offered by CONFIRE an employee must be in a regular position and scheduled to work for a minimum of forty (40) hours per pay period. Therefore, job sharing and part-time employees in regular positions scheduled less than forty (40) hours per pay period would not be eligible to enroll in a medical and dental plan offered by CONFIRE.

The Appointing Authority may discontinue part time or job sharing status with a written notice at least two (2) pay periods prior to the effective date of the change.

LABOR MANAGEMENT TASK FORCE

ELIGIBLE UNITS:

- ALL UNITS

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to CONFIRE and Teamsters. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree that Labor-Management Task Forces comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to each department and Unit employees. The purpose of such task force(s) shall be to:

- Review and provide input on proposed departmental policies and procedures.
- Develop, review, and prioritize work simplification project proposals.
- Develop and review solutions to specific program problems.
- Review workload/caseload distribution.

The composition of each task force shall be determined by the appointing authority in conjunction with the Employee Relations Division of the Human Resources Department and the Union. The chairperson(s) of each task force shall be selected by the appointing authority. Meetings will be held as often as necessary to discharge the functions of each task force. Each task force will establish reasonable time frames for the accomplishment of its charges. Recommendations of each task force will be arrived at by consensus and shall be submitted in writing to the appointing authority and/or County Administrative Office, as appropriate, for final review and action. Each task force shall not have any right or authority to abrogate representation rights of Teamsters, CONFIRE management rights, or the authority of CONFIRE'S Administrative Committee on matters which require the Committee's approval.

LAYOFF

ELIGIBLE UNITS:

- ALL UNITS

Section 1: General Provisions

- "Layoff" Definition – A layoff is the involuntary separation longer than thirty (30) days or reduction of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to regular positions. A layoff occurs only when there is a surplus of employees, a position is identified and authorized for deletion, or when funds are withdrawn from a previously funded position.
- "Temporary Layoff" Definition – An involuntary separation not to exceed thirty (30) consecutive work days. Prior to temporary layoff, the employee(s) and Teamsters shall be given fifteen (15) days advanced notice. Temporary Layoff applies only to regular positions. At the conclusion of a temporary layoff the employee(s) shall be

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

returned to their former classification in the same department.

Section 2: Notification

Whenever an appointing authority believes that a layoff will be necessary, the appointing authority shall submit a layoff plan to the Director of Human Resources for approval. The layoff plan shall include the anticipated number, classification, and position number of employees to be laid off and seniority list by classification of all affected employees. Teamsters shall be provided with a copy of the layoff plan immediately upon approval by the Director of Human Resources. Once such a plan is approved, and an affected employee receives formal notification providing options of alternate positions, if applicable, the employee shall be entitled to three (3) work days to return decision to the appointing authority or designee. Employees shall receive fifteen (15) days notification prior to layoff.

Section 3: Order of Layoff

Layoffs as defined in Section 1(a) of this Article shall be made by classification within a department at the time of layoff.

- (a) Layoffs among regular employees shall be made on the basis of seniority determined by the employee's current beginning (hire) date of continuous service in a regular position with CONFIRE. In the event of a tie in total time of continuous CONFIRE service in a regular position with CONFIRE between two (2) or more employees, the order of layoff shall be determined on the basis of total time of continuous CONFIRE service in that particular classification. In the event of a tie in total time of continuous CONFIRE service in that particular classification between two (2) or more employees, the order of layoff shall be determined by lot.
- (b) Before any reduction in the work force of regular employees occurs, all extra-help, recurrent, provisional, probationary, unclassified or other individuals without regular status in the affected classifications within the affected department shall be terminated. For purposes of layoff, trainees and most recently hired dual appointments shall be treated the same as probationary employees. Employee status will be determined as of the date the layoff plan is approved by the Director of Human Resources.
- (c) Probationary employees and employees assigned to a vacant higher level position, pursuant to the Temporary Performance of Higher Level Duties Article, who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees in that classification. Underfills shall have layoff rights in the underfill classification.
- (d) When a classification has a dual concept or multiple options including extended range, the Director of Human Resources may authorize layoffs by specialty or option within the classification.
- (e) Regular employees whose positions have been deleted shall be allowed to exercise their options, based on seniority, to select either a vacant position or to bump into any one of the filled junior positions within their current classification. Filled junior positions will be defined as the number of filled positions within the affected classification equal to the number of positions identified for deletion within that classification in the approved layoff plan, but not less than 20, if they exist. An employee who elects not to bump into any position within the collective group of vacant and filled junior positions, thereby retaining his/her existing classification, shall be provided the opportunity to select from those options identified in (i) of this Article.
- (f) If a regular employee whose position is to be deleted does not have sufficient seniority to bump another employee in their current classification within the department and has previously held regular status in a lower classification, reduction in classification (bumping) within the affected department shall be approved. Reductions in classification shall first be made to the next lower classification in which the employee has regular status. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of employees bumping into the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

This collective group of positions shall then be subject to the bumping process.

- (g) In the event a junior employee is bumped pursuant to (e) or (f) above, the junior employee being bumped will be separated or reduced in classification. If the classification to which an eligible employee is first considered for reduction is not authorized in the department, or if the employee does not have seniority in that classification, reduction shall then be made to the next lower classification in which the employee has regular status. This procedure shall continue until all reductions in classification and the ultimate separations are completed.
- (h) Employees in unclassified positions do not have a right to bump employees in classified positions. A classified employee may refuse to bump into an unclassified position without waiving the right to bump a more junior employee in the same or lower classification.
- (i) If bumping results in an assignment which the employee considers to be undesirable, such employee may request:
 - (1) A voluntary demotion to a vacant position.
 - (2) A leave of absence without right to return to work, but placement on an eligible list.
 - (3) To voluntarily resign.

Options (1) and (2) require the approval of the Director of Human Resources or designee.

Section 4: Exception to Order of Layoff

Whenever an appointing authority believes that the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the appointing authority may request that such employee be exempted from the bumping procedures. Such requests must be in writing and approved by the Director of Human Resources. If approved, Teamsters shall be immediately provided with a copy of the request.

Section 5: Employee's Rights While on Layoff

- (a) During the first two (2) years following a layoff, laid-off regular employees or an employee who is reduced in classification as a result of a layoff shall be assured the right of an interview for vacant positions for which they meet certification requirements prior to final selection and appointment to said vacant positions within their previous department in the same classification to the one in which the employee has previously held regular status.
- (b) Any regular employee who is laid-off or reduced in classification as a result of a layoff may request that their name be placed on appropriate eligible lists for a period of two (2) years by submitting such a request and an application to the Director of Human Resources for determination of eligibility. Approval of such requests only entails placement on the list and does not guarantee employment or carry any bumping privileges. Placement on the eligible list shall be made pursuant to the provisions for requalification contained in the Personnel Rules of the Board-Governed Special Districts.
- (c) During the first twelve (12) months following a layoff laid-off regular employees or an employee who is reduced in classification as a result of a layoff shall be placed on a Department Reinstatement List, provided the employee was at least a "Meets Standards" at the time of the layoff. Such employees shall have reinstatement rights for the classification from which the employee was laid off or reduced in classification. The employee shall be entitled to three (3) work days to accept an offer to return to work from the date of the offer. Employees who decline or fail to respond to an offer shall be removed from the Department Reinstatement List.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Any vacancy to be filled within the Department shall be offered first in reverse order of the layoff. If there are any ties, such ties shall be broken pursuant to the process described in 3(a) of this article.

Section 6: List Placement and Training

CONFIRE will make every effort to place laid-off employees, or employees reduced in classification as a result of layoff, on current eligible lists, either related or non-related to their former classification, for which the salary is equivalent or lower and for which they meet the minimum qualifications. When departments hire layoff affected employees for positions non-related to their former job classifications, the department will be encouraged to consider the probationary period for training purposes in the non-related field.

Section 7: Reemployment from Layoff

A regular employee who has been laid off from CONFIRE employment and is subsequently rehired to a regular position shall be reemployed in the same manner as described in the Reemployment Article in this Agreement.

LEAVE PROVISIONS**ELIGIBLE UNITS:**

- **ALL UNITS**

Section 1: Sick Leave(a) Definitions

- (1) Sick leave with pay is an insurance or protection provided by CONFIRE to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment, for certain purposes related to being a victim of domestic violence, sexual assault or stalking, or other purpose authorized herein.
 - (2) Family Member, as defined by Labor Code section 245.5, is a parent, child, spouse, registered domestic partner as defined by California Family code Section 297, grandparent, grandchild, sibling or any person designated by the employee at the time the employee requests paid sick leave. An employee shall not identify more than one "designated person: as a family member in a 12-month period from the first day of the designation. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - (3) Extended family is defined as sibling-in-law, aunt, uncle, niece, nephew, ward of the court, or any step relations as defined herein.
- (b) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period, except as provided in Section 5 of this Article. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.
- (c) Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this Section. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

(d) Administration

- (1) Investigation. It shall be the responsibility and duty of each CONFIRE supervisor/manager to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Director of Human Resources.
- (2) Notice of Sickness. In twenty-four (24) hour divisions and employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work, the CONFIRE supervisor/manager or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. For other employees, the CONFIRE supervisor/manager or designee must be notified within one-half (1/2) hour before the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the Appointing Authority or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off work order and provides notice of same to the Appointing Authority or designee, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the Appointing Authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above. If an employee fails to return to work for three (3) consecutive days following an approved leave of absence or upon expiration of an off work order, the employee may be subject to Automatic Resignation in accordance with the Personnel Rules for the Board-Governed Special Districts.

- (3) Review. The Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of CONFIRE, require information from a doctor to support a claim for sick leave pay.
- (4) Proof. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness if requested by the Appointing Authority. All requests for proof of illness shall be made in compliance with the Labor Code and other law.
- (5) Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules define herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(e) Sick Leave for Other than Personal Illness/Injury

- (1) Family Sick Leave. As provided in California Labor Code Section 233, a maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon family members of the employee's who require the attention of the employee.

Upon approval of the Appointing Authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who required the attention of the employee.

- (2) Bereavement. A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of a family member or member of the employee's extended family, as defined herein, or any relative who resided with the employee.
- (3) Birth/Adoption. A maximum of forty hours earned sick leave may be used per occurrence for arrival of an

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

adoptive child at the employee's home. An employee may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of their child.

- (4) Medical, optical or dental appointments. The employee may use sick leave for medical, dental, or optical appointments. However, every effort should be made to schedule the appointment at a time of day that will minimize the employee's time off work.

(f) Return to Work Medical Clearance

- (1) Under any of the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness (Center) for medical evaluation of their condition and authorization to return to work before returning to work.
- (i) Employees whose treating physician or other qualified medical provider has ordered job modifications as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
- (ii) Employees who have been off work due to communicable diseases such as, but not limited to chicken pox and measles.
- (iii) Employees who have been absent due to a serious medical condition, when so directed by their Appointing Authority.
- (2) Employees are required to attend return to work medical appointments at the Center on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
- (3) It is the responsibility of the employee covered by 1 (i)-(iii) above to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, CONFIRE shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Appointing Authority or designee immediately upon receipt of their medical provider's authorization to return to work and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the Center prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center at or prior to the employee's scheduled appointment time.
- (4) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center.
- (5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay caused by either the Center or CONFIRE that, in turn, results in a delay between the employee's appointment with the Center and the start of their scheduled tour of duty on the day that they were released to return to work, CONFIRE will pay for work hours missed, without charge to the employees leave balances.
- (6) The final decision on the employee's ability to return to work rests with the medical provider at the Center. In the event the employee is not released to return to work by the medical provider at the Center, the employee's status would continue on sick leave or, where there is not balance, leave without pay.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

- (g) Workers' Compensation. Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.
- (h) Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in the Article Retirement Medical Trust Fund.
- (i) Perfect Attendance. Employees in regular, full time positions who do not utilize any sick leave, any leave (e.g., vacation) in lieu of sick leave, or benefits in lieu of sick leave (e.g., workers' compensation, Short-Term Disability partial/full integration, etc.), in pay periods 1 through 26 consecutively (or 27, when applicable), and who do not record any sick leave without pay, Medical Emergency Leave, Military Leave as provided by law, or absence without pay during that calendar year, shall be reimbursed up to a maximum of \$299 for an annual individual (employee only) health club membership or utilization of perfect attendance leave. In lieu of the reimbursement, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave by pay period 26 (or 27 when applicable) of the year in which it was credited to the employee's leave balances or if an employee is appointed to a position in an occupational unit that does not contain a perfect attendance leave provision shall result in forfeiture of the same.
- (j) Sick Leave Conversion.
- (1) Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

Sick Leave Hours Used	Hours to be Converted	Vacation
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

- (2) Employees who hold regular positions in CONFIRE and who have contributed to the San Bernardino County Public Employee's Retirement Association or other public entity retirement system for more than ten (10) years and have not withdrawn the contributions from the system(s) and who separate from CONFIRE service for reasons other than death shall be eligible for Sick Leave Conversion in accordance with the provisions of the Article on Retirement Medical Trust.

Section 2: Vacation Leave

- (a) Definition. Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Appointing Authority.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

- (b) Accumulation. Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Except as provided in Section 4 of this Article, employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation accumulation on a pro-rata basis provided, however, that there shall be no prorating of the maximum accumulations. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1040 hours of continuous service from the employee's hire date.

Length of Service From Hire Date Rate	Annual Vacation Allowance	Maximum Allowed Unused Balance
From Hire Date through 8,320 service hours	80 Hours	160 Hours
Over 8,320 through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours	160 Hours	320 Hours

(c) Administration

- (1) Scheduling. Vacation periods should be taken annually with the approval of the Appointing Authority or designee at such time as will not impair the work schedule or efficiency of CONFIRE but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave, the Director of Human Resources, will request a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the Appointing Authority or designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Director of Human Resources for an immediate review. In those instances where a financial hardship would occur because pre- approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

- (2) Minimum Charge. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.
- (3) Vacation Leave and Termination Date. Employees not planning to return to CONFIRE employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation at the employee's then base rate of pay and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.
- (4) Vacation Cash-Out. On one occasion each calendar year during the term of the MOU, an employee who had used eighty (80) or more hours of PTO/vacation leave during the preceding calendar year may elect to convert up to sixty (60) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back vacation leave, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's vacation leave accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the vacation leave in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out vacation leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the vacation leave accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2019 makes a pre-

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

designation to cash-out 25 hours. The employee accrues 4.61 hours of vacation leave per pay period. At the end of pay period 3 the employee can request to cash-out the 8 hours of vacation leave that she had accrued through pay period 2, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of vacation leave. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25, or 26 when applicable, of the calendar year in which the election is effective, the hours will be automatically converted to cash in the last pay period of the calendar year.

- (5) Supervisors Unit and Management Unit Classifications - Prior Service. Employees in regular positions who have been employed in a public jurisdiction in a comparable, full-time position may receive up to four (4) years of credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of the previous experience and amount of credit to be granted rests solely with the Director of Human Resources. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one (1) year from the employee's hire date.

Section 3: Holiday Leave

- (a) Fixed Holidays. All employees in a regular CONFIRE positions shall be entitled to the following fixed holidays:

January 1st	Second Monday in October
Third Monday in January	November 11 th
Third Monday in February	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
June 19 th	December 24 th
July 4 th	December 25 th
First Monday in September	December 31 st

- (b) Floating Holidays. Employees in regular positions shall be entitled to accrue one (1) floating holiday (eight (8) hours of holiday time) during the first pay period prior to the third Monday in January, provided that the employee is not on unpaid leave for the entire pay period and is in a paid status.

Floating holidays accrued shall be available for use in the first day following the pay period in which they were accrued, with the approval of the Appointing Authority. The Appointing Authority has the right to schedule employees' time off for accrued holidays to meet the needs of CONFIRE but with consideration given to the well-being of the employee. Employees in positions budgeted less than (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

- (c) The maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 112 hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for employee's who had a balance of more than 112 hours at the end of calendar year 2010 shall be such employee's holiday leave balance at the end of pay period 26 of calendar year 2010. The maximum holiday accrual balance for those employees with a balance greater than 112 hours shall be adjusted annually at the end of each calendar year, and shall never be increased.
- (d) Eligibility for Holiday Pay. Except as provided in Section 4 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met, during the pay period in which the fixed holiday fell:
- (1) The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

- (2) The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.
 - (3) The employee must have been on an approved leave of absence for unpaid hours; and
 - (4) The employee must not have any unauthorized leave.
- (e) Holiday During Vacation. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits. As such, the employee shall receive holiday pay for any fixed holiday that falls within a vacation period, provided the employee is eligible for that fixed holiday pay. For example, an employee has approved vacation leave from Tuesday through Thursday and Wednesday is a fixed holiday. Tuesday and Thursday would be coded as vacation leave but Wednesday would be coded as holiday leave.
- (f) Working on a Holiday. Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours of floating holiday time. At the request of the employee, and with approval of the Appointing Authority, or designee, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.
- (g) Weekend Holidays. When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday, except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

For those CONFIRE divisions which operate six (6) and seven (7) days per week facilities, fixed holidays which fall on either a Saturday or Sunday shall be observed on those days by employees of those operations scheduled to work.

- (h) Automatic Conversion. At the end of the calendar year, an employee in the Supervisory Unit shall automatically have any holiday leave accruals in excess of the employee's maximum holiday leave accrual balance converted to cash. Such automatic holiday leave cash out shall be paid in Pay Period 1 of the next calendar year.
- (i) Holiday Time Accrual.
- (1) Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.
 - (2) An employee may code vacation or other appropriate accrued paid leave time on a fixed holiday only under the following circumstances:
 - (i) An employee on an alternate work schedule such as a 9/80 or 4/10 may code accrued vacation hours on a fixed holiday that falls on a workday up to an amount that if combined with their fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee on a 4/10 work schedule normally works ten (10) hours on Mondays, when the fixed holiday falls on a Monday the employee codes eight (8) hours of holiday and may code up to two (2) hours of vacation).
 - (ii) An employee in a regular part-time or job share position who does not accrue eight (8) hours of holiday leave due to the employee's reduced work schedule may code accrued vacation leave hours on a fixed holiday that falls on a normal workday up to an amount that if combined with the employee's fixed holiday accrual would equal the total number of hours the employee would have been scheduled for

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

that day (e.g., an employee due to their reduced work schedule accrued four (4) hours of holiday, but normally would have worked eight (8) hours on the day in which the holiday occurred, may code four (4) hours of accrued vacation leave in addition to the four (4) hours of holiday.

Section 4: Leave Accruals While on Disability Leave

Employees receiving the benefits for Workers' Compensation or State Disability Insurance leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the employees' time and labor report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their CONFIRE payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report. Employees who are fully integrating paid leave time with disability benefits will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period. Employees who are partially integrating or not intergrading paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 3.

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, the CONFIRE will presume the employee is getting the maximum allowable SDI benefit payment and the amount of paid leave coded on the TLR will be limited to the maximum allowable leave integration to ensure gross pay from all combined sources does not exceed the employee's base salary.

Section 5: Compulsory Leave

If in the opinion of the Appointing Authority or designee, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay or may use accrued paid leave for which they are eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by the Director of Human Resources or by their own physician or other practitioner, as appropriate. If the examination report of the competent authority (e.g., physician, appropriate practitioner) shows the employee to be in an unfit condition to perform the duties required of the position, the Appointing Authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee who has been removed from duty for physical or psychological reasons by the Appointing Authority, and the employee was required to submit to an examination, may not return to duty until such time as medical clearance has been obtained.

Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses or certifications) shall be immediately removed from duty without pay or may be permitted to use appropriate accrued paid leave for which they are eligible and may be subject to appropriate disciplinary action.

Section 6: Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a District employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

- (a) Definition. Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders. All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- (c) Temporary Active Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the CONFIRE for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the requirements of (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.
- (d) Full-Time Active Duty employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the Appointing Authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from the CONFIRE employment, except as provided in the Temporary Duty provision.

- (e) Compensation. This provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the first thirty (30) calendar days.

- (f) Extension of Benefits. CONFIRE recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are involuntarily called to active duty as a result of the activation of military reservists due to a crisis related to terrorist attacks on America and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their base CONFIRE salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue through June 26, 2015 and for any additional period as may be approved by the Board of Directors. During this period, CONFIRE will continue to provide the employee all the benefits and leave accruals as was provided prior to such active duty. Retirement system contributions and service credit will be granted if the employee had enough pay to cover the entire retirement system contribution. If the employee does not get enough pay to cover the retirement system contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full CONFIRE payment for the first 30 days of military leave provided in (e) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

- (g) Vacation and Military Leave. Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Sub Section (c) of the Section. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Section under the following conditions:
- (1) The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
 - (2) The employee must use accrued leave time for the entire pay period (i.e., CONFIRE pay will not be integrated with military pay for partial pay periods).
 - (3) Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
 - (4) Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this section will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 7: Political Leave

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 8 of this Article.

Section 8: Special Leaves of Absence Without Pay

- (a) General Provisions. A special leave of absence without pay not exceeding one (1) year may be granted to an employee who:

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

- (1) Medically incapacitated to perform the duties of the position.
 - (2) Desires to engage in a relevant course of study, which will enhance the employee's value to CONFIRE.
 - (3) Takes a leave of absence pursuant to the federal FMLA, CFRA, and/or Pregnancy Disability Leave (PDL) provisions under the Fair Employment and Housing Act (FEHA).
 - (4) For any reason considered appropriate by the Appointing Authority and the Director of Human Resources.
- (b) Types of Leaves of Absence. There are four (4) types of leaves of absences. All requests must be in writing and require the approval of the Appointing Authority or designee and the Director of Human Resources. Upon request, the Appointing Authority or designee and the Director of Human Resources may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate section of this MOU.
- (1) Leaves of absence with right to return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in their position.
 - (2) Family Leave. Leaves of absence will be granted in accordance with the federal FMLA, the CFRA and/or PDL provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in Section 5 of the Medical and Dental Coverage article of this MOU. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least 30 days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are the CONFIRE employees, both employees are limited to a total of 12 weeks between them.

- (3) Leaves of absence without right to return.
 - (i) Definition. Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. Retirement contributions shall remain in the retirement system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
 - (ii) Rehire Process. An employee may be reemployed in the same division in the classification from which the employee took the leave of absence with the approval of the Appointing Authority and the Director of Human Resources. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the re-qualification provisions of the Personnel Rules for Board-Governed. If the employee is not re-hired within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from CONFIRE service. If reemployed, the employee shall be required to serve a new probationary period. The Director of Human Resources has the discretion to waive the requirement to serve a new probationary period.
 - (iii) Benefits Upon Rehire. An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:
 - Hire date.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

- Hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on leave of absence without right to return.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than 90 calendar days after the date of expiration of leave of absence. The 90 days shall run concurrently with the first 90 days of the one (1) year period provided in the Reemployment Article.

(4) Medical Leave of Absence.

- (i) Definition. An employee with regular status who suffers from a serious condition may be placed on a medical leave of absence for up to one (1) year only after FMLA, CFRA and/or PDL have been exhausted. However, if an employee meets the service requirements for eligibility for a disability retirement, the Medical Leave of Absence may be extended. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from their position so that the department may fill behind the employee. Retirement contributions shall remain in the retirement system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which their took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy (but in no event later than ninety (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return.

- (ii) Upon return from a medical leave of absence, the employee shall retain the benefits described under Section 3(iii) above.

Section 9: Jury Duty Leave

Employees in a regular position who are ordered/summoned to serve jury duty including Federal Grand Jury Duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty leave for those hours. When practicable, the Appointing Authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued leave bank. Employees volunteering for Grand Jury Duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 8.

Section 10: Examination Time

Employees having regular status in regular positions at the time of application, or employees who do not have

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

regular status but have previously held regular status and continuously remained a CONFIRE employee, shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes (e.g., selection interviews) required for selection to a different CONFIRE position. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation if the employee is able to complete the examination on their own non-working time (e.g., online exams). Employees must report to work before and after examination time provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after Examination Time and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank."

Section 11: Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen outside of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to CONFIRE. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.

Section 12: Blood Donations

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave, provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Appointing Authority to receive this benefit.

Employees in regular positions who are apheresis donors may have up to four (4) hours off with pay to recover with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the Appointing Authority to receive this benefit.

Section 13: Time Off for Voting

- (a) If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.
- (b) No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed upon.
- (c) If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the employer at least two (2) working days' notice that the time off for voting is desired, in accordance with this Section.

Section 14: Bereavement Leave

Employees in regular positions may use up to three (3) days paid leave, not charged to the employee’s personal leave balances, per occurrence for bereavement due to the death of a family member of the employee, as defined Section 1(a)(2) of this Article, except for a person “designated’ by the employee for sick leave purposes. All employees are entitled to a total of 5 days unpaid bereavement leave per occurrence. Bereavement leave time may be paid through the provision of this Section, Section (e)(2) of this Article, other leave time or unpaid.

One (1) additional day shall be granted if the employee travels over six hundred (600) miles from their residence to the bereavement services of an immediate family member. This additional day shall not be charged to the employee’s personal leave balances. The appointing authority may request verification of distance traveled.

LIFE INSURANCE

- (a) CONFIRE agrees to pay a premium for term life insurance for all employees based on scheduled work hours according to the table below.

This benefit shall only apply to employees who have been appointed to a regular position budgeted for more than forty (40) hours per pay period. Life Insurance will become effective on the first day of the pay period following the first pay period in which the employee is in paid status. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of one-quarter hour (0.15). For pay periods in which the employee is not in paid status, the employee shall have the option of continuing life insurance coverage at the employee’s expense.

CONFIRE agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s), the method of computing premiums and administration of the plan shall be within the sole discretion of CONFIRE.

	Amount of Life Insurance	
	Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
CONFIRE MISCELLANEOUS UNIT	\$17,000	\$35,000
CONFIRE SUPERVISORY UNIT	\$17,000	\$35,000
CONFIRE MANAGEMENT UNIT	\$25,000	\$50,000

- (b) CONFIRE further agrees to make available to each employee a group term life insurance program wherein the employee may purchase additional term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs following the pay period in which the employee is in paid status.
- (c) CONFIRE agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of CONFIRE.

MEAL AND BREAK PERIODS

Meal Periods – Meal periods are non-paid and non-working time and shall not be less than one-half hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty- free meal period, appointing authorities shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Break Periods – Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of CONFIRE, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative or used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work. Rest periods may not be divided so as to increase the total number of rest periods taken. For example, a twenty (20) minute rest period may not be divided by the employee into two rest periods of ten (10) minutes in duration.

Regularly Scheduled Tour of Duty	Number and Limit of Rest Period
After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours	Two – 15 Minute Rest Periods
After 8 hours and through 10 hours	Two – 20 Minute Rest Periods
After 10 hours	One – 25 Minute Rest Period and One – 20 Minute Rest Period

MEDICAL, DENTAL AND VISION COVERAGE

ELIGIBLE UNITS:

- ALL UNITS

Section 1: Medical and Dental Coverage

- (a) Teamsters established a healthcare trust (the “Trust”) that offers medical coverage compliant with Internal Revenue Code (Code) section 4980H and the Affordable Care Act (ACA), dental coverage, vision care coverage for active employees in these Units who are members of Teamsters. Active employee is defined as an employee who has not terminated employment from CONFIRE including those on paid status and on approved unpaid leave of absence.
- (b) Active Bargaining Unit employees who are members of Teamsters may choose to participate in medical and prescription drug coverage, dental coverage, and vision coverage offered by either CONFIRE or by Teamsters through the Trust. Teamsters members who select the Trust shall obtain medical, dental, and vision coverage through the plan(s) offered by the Teamsters Healthcare Trust. Teamsters members who do not select the Teamsters Healthcare Trust shall obtain medical, dental, and vision coverage through the plan(s) offered by CONFIRE.
- Active Bargaining Unit employees who are not members of Teamsters and do not opt out or waive coverage shall participate in the medical and prescription drug coverage, dental coverage, and vision care coverage offered by CONFIRE.
- (c) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by CONFIRE or by the Trust.
- (d) Employees who are not members of Teamsters who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plans offered by CONFIRE with the lowest bi-weekly premium rates available in the geographical location of the employee’s primary residence. The default medical enrollment for an employee who is a member of Teamsters who fails to elect medical and dental plan coverage shall be the medical and dental plans offered through the Trust.
- (e) Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled to work for forty (40) hours or more and in paid status.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

- (f) To continue enrollment in CONFIRE medical and dental plans or the medical and dental plans offered by the Trust, an employee must remain in a regular position scheduled to work for a minimum of forty (40) hours per pay period and in paid status, or be on approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.
- (g) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.
- (h) A dependent must be removed mid-Plan Year when the dependent becomes ineligible for coverage under the insurance plan eligibility rules (e.g., divorce, termination of domestic partnership, or over age dependent).
- (i) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences a mid-year qualifying event.
- (j) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division or the Trust Administrator, as applicable, in accordance with the established procedures. Employees are responsible for notifying CONFIRE or the Trust Administrator, as applicable, within sixty (60) days of any change in eligibility for the CONFIRE s plans.
- (k) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

Section 2: Opt-Out and Waive

Employees eligible for medical and dental plan coverage who are also enrolled in a comparable group medical and/or dental plan sponsored by another employer may elect to opt-out of medical and/or dental coverage (opt-out).

Employees eligible for medical and dental plan coverage who are covered by a spouse, domestic partner, or parent who is also employed by CONFIRE may elect to waive their medical and/or dental plan (waive).

Employees who are scheduled for 61 to 80 hours per pay period and opt-outs or waives coverage will receive forty dollars (\$40.00) per pay period; employees who are scheduled for 40 to 60 hours per pay period and opt-outs or waives coverage shall receive twenty dollars (\$20.00) per pay period. In order to receive the opt-out or waive amounts of this Section the employee must be in paid status.

The rules and procedures for electing to opt-out or waive medical and dental plan coverage are established and administered by the Human Resources Employee Benefits and Services Division.

- (1) Employees may elect to opt-out or waive medical and/or dental plan(s) coverage within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.
- (2) Employees may also elect to opt-out or waive medical and/or dental plan(s) coverage during an annual open enrollment period. All employees who are newly opting-out or waiving during an open enrollment period must provide verification of other employer group coverage.
- (3) Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a medical and/or dental plan within sixty (60) calendar days. Enrollment in the CONFIRE -sponsored medical and/or dental plan or the Trust medical and/or dental plan will be provided

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period or within sixty (60) calendar days from a mid-year qualifying event.

- (4) There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a medical and dental plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify CONFIRE or the Trust Administrator, as applicable, of loss of group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

Section 3: Medical and Dental Premium SubsidiesMedical Subsidy

- (a) Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) offset the cost of medical and/or dental plan premiums charged to eligible employees. The MPS shall be applied to medical insurance premiums only and shall not be applicable to dental insurance premiums. The DPS shall be applied to dental insurance premiums only and shall not be applicable to medical insurance premiums.
- (b) Employees shall receive the same applicable CONFIRE provided medical subsidy and/or dental subsidy regardless of whether the employee is enrolled in a CONFIRE -sponsored medical plan or plan offered through the Trust; provided, however, that the CONFIRE contribution shall not exceed the total premium.
- (c) The MPS and DPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. In no case, shall the MPS exceed the cost of the medical insurance premium for the coverage selected. In no case shall the DPS exceed the cost of the dental insurance premium for the coverage selected.
- (d) Eligibility – Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored or Teamsters-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored or Teamsters-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be in paid status in order to actually receive the benefits of this Section.

For purposes of this Sub-section (d), paid hours shall not include disability payments such as short-term disability and workers' compensation.

- (1) Effective the pay period following board approval, all employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period:

COVERAGE	SCHEDULED FOR 41 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only	\$138.32	\$276.64
Employee + 1	\$251.51	\$503.01
Employee + 2	\$358.07	\$716.14

- (2) Effective July 13, 2024, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the CONFIRE's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years. For example, if the 2023/2024 Benefit Plan Year premium for the Employee-Only tier increases by

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

\$20 per pay period, the MPS amount will increase by \$20 per pay period (i.e., 100% of \$20) and the total MPS for the Employee-Only tier will be \$296.64.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

- (3) Effective July 12, 2025, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the CONFIRE's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

- (4) Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the CONFIRE's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

- (5) All employees in these Units covered by this Agreement shall receive a Dental Premium Subsidy in the following amounts per pay period:

COVERAGE	SCHEDULED FOR 41 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only Employee + 1 Employee + 2	\$4.73	\$9.46

- (e) Parties agree to meet and confer, during the term of this Agreement, should CONFIRE eliminate the Blue Shield Signature HMO as referenced in section 3(e) of this article.

Section 5: Eligibility for MPS and DPS While on Leave

- (a) **FMLA/CFRA** – Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(c) above will continue to be enrolled in a CONFIRE-sponsored or Teamsters Local 1932-sponsored medical plan and to receive MPS and DPS in accordance with applicable law.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS and DPS as provided by law, shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

- (b) Pregnancy Disability Leave (PDL) – An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL law.
- (c) Workers' Compensation – Employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS and DPS for up to twenty (20) pay periods while off work due to that work injury, inclusive of any FMLA leave, providing the employee has been receiving MPS and DPS immediately prior to the leave of absence and as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrent with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.
- Employees who are still on workers' compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS and DPS provided the employee is fully integrating appropriate paid leave time.

- (d) State Disability Insurance – Employees who are in paid status shall continue to receive the MPS and DPS.

Section 6: Vision Care

Subject to carrier requirements, CONFIRE will pay the premiums for vision care insurance for all employees in regular positions who are in a paid status and their eligible dependents, and as required pursuant to applicable law (e.g., FMLA). If an employee is no longer eligible for CONFIRE-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage.

For Teamsters members who are enrolled in the Trust, CONFIRE shall contribute, on behalf of the employee, an amount equal to CONFIRE's employee-only or dependent vision care coverage premium; provided, however, that CONFIRE's contribution shall not exceed the total premium for the Trust-provided coverage.

Section 7: Meet and Confer

If another bargaining unit receives the option of exclusivity, parties agree to Meet and Confer over the terms in Section 1 of this Article.

MEDICAL EMERGENCY LEAVE**ELIGIBLE UNITS:**

- **ALL UNITS**

The particulars of the Medical Emergency Leave Policy are as follows:

- (a) The employee must have regular status (not probationary) with CONFIRE for one (1) year of continuous service in a regular position with CONFIRE.
- (b) The employee must meet all of the following criteria before they becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days, 160 working hours exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off-work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days, 160 working hours; (3) have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations - subsequent accruals will not affect eligibility; (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

- (c) An employee is not eligible for Medical Emergency Leave if they are receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance (SDI) must agree to integrate these benefits with Medical Emergency Leave.
- (d) Vacation, Holiday, Annual Leave, or Administrative Leave, as well as Compensatory Time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours), not to exceed a total of fifty percent (50%) of an donor's yearly Vacation, Holiday, Annual, Administrative Leave, or Compensatory Time accruals (whichever is applicable). The donation may be made for a specific employee, regardless of rank or occupational unit, on the time frames established by Human Resources. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.
- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those employees scheduled less than 40 hours per week. Example: an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (e.g., MPS, DPS, Opt-Out, and Waive amounts) per the minimum paid hours (i.e., paid status) per pay period requirement of the Medical and Dental Coverage Article, or the requirements of the FMLA, as applicable to the individual employee.
- (h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick or retirement credit.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine Holiday Leave eligibility.
- (j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials, and the like as the singular purpose of this program is to provide financial assistance.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
 - (1) An employee who resigns while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector (ATC). In the case of employees who die while on Medical Emergency Leave, the beneficiary designated on the Beneficiary Designation For Last Warrant form on file with ATC shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County ATC. Any unused Medical Emergency Leave in excess of

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

176 hours shall be returned to the donor(s), in accordance with procedures established by CONFIRE.

- (2) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full-time work shall be eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision in this MOU, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with the procedures established by CONFIRE.
- (3) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period), may code Medical Emergency Leave for those hours the employee was restricted from working pursuant to a physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.

However, should the employee accrue sick leave, the employee is required to use those accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of other available leave accruals). For example, an employee who has returned to work on a part-time basis who has a balance of 10 hours of sick leave shall be required to use those sick leave hours before using Medical Emergency Leave hours. However, the employee may use any Medical Emergency Leave hours after exhausting accrued sick leave.

- (l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- (m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- (n) All donors and donees shall sign release forms designed, retained, and effected by the Human Resources Division.

MEMBERSHIP DUES DEDUCTIONS

ELIGIBLE UNITS:

- ALL UNITS

- (a) All employees in a job classification within the representation Unit covered by this MOU may choose to become a member of Teamsters Local 1932. If the employee chooses to become a member, the employee shall authorize a payroll deduction for membership dues. CONFIRE agrees to make authorized payroll deductions of Teamsters Local 1932 dues. Any request to begin dues deductions or cancel dues deductions must be made to Local 1932 and not to CONFIRE. Teamsters Local 1932 is responsible for informing CONFIRE of the amount of dues deductions for employees.
- (b) CONFIRE shall not be obligated to put into effect any new dues deduction until it has been notified by Teamsters Local 1932 in sufficient time to permit normal processing of the dues deduction.
- (c) If Local 1932 states it has written authorization to begin deductions, it is not required to provide CONFIRE with a copy of the individual authorization unless a dispute arises about the existence or terms of the authorization. CONFIRE shall issue a check, payable to Local 1932, in the amount of the individual deductions for dues each pay period. Upon receipt of notification of an addition/deletion or change in Union dues

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

deduction, Local 1932 shall immediately notify CONFIRE of such change.

- (d) Dues withheld by CONFIRE shall be transmitted to the Teamsters Officer designated in writing by Teamsters as the person authorized to receive such funds, at the address specified.
- (e) Employees in these Units who are members of the Teamsters Local 1932 may withdraw from Teamsters Local 1932 by sending notice to Teamsters Local 1932. Teamsters Local 1932 shall immediately certify to CONFIRE to terminate dues deductions for any such employees, consistent with applicable law. Teamsters Local 1932 shall indemnify CONFIRE for any claims made by the employee for dues deductions made in reliance on that information.
- (f) Any employee who 1) is in a Teamsters Local 1932 represented bargaining unit and has chosen to be a member of Teamsters Local 1932, 2) then separates from the Teamsters Local 1932 represented bargaining unit (e.g., leaves CONFIRE employment, promotes to another unit, etc.), 3) then later returns to a Teamsters Local 1932 bargaining unit and again chooses to become a member of Teamsters Local 1932, shall be required to sign a new payroll deduction card.
- (g) Teamsters' indemnity and liability obligation is more fully set forth as follows:
- (1) Teamsters Local 1932 shall defend, indemnify, and hold harmless CONFIRE and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, Teamsters Local 1932 shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against CONFIRE or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of Teamsters Local 1932 shall not diminish Teamsters' defense or and indemnification obligations under this Agreement.
 - (2) CONFIRE, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Teamsters of such action, provide Teamsters Local 1932 with all information, documents, and assistance necessary for Teamsters Local 1932 defense or settlement of such action and fully cooperate with Teamsters Local 1932 in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Teamsters Local 1932.
- Teamsters Local 1932 upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. Teamsters Local 1932, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.
- (h) CONFIRE shall provide via email to the Union a monthly list of all employees in the bargaining units with the employees', classification title, work location (including location address), current home address, personal email address (if available), personal cell phone (if available) and home phone number.

MERIT ADVANCEMENTS

ELIGIBLE UNITS:

- ALL UNITS

Section 1: General

Employees shall receive merit advancements within their base salary range, as provided below and in the Salary Rates and Step Advancements article.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Section 2: Probationary Employees and Other Employees Without Regular Status

- (a) Probationary employees or other employees without regular status, shall receive a merit advancement following 1,040 service hours, unless the employee receives a probationary progress report with an overall rating of at "Below Job Standards."
- (b) If the employee receives an overall rating of "Below Job Standards" the step will not be granted until the pay period in which the employee receives an overall evaluation of at least "Meets Job Standards."

Section 3: Regular Employees

- (a) Regular employees shall receive step advancements in accordance with the Salary Rates and Step Advancement article.
- (b) Regular employees shall be evaluated within six (6) pay periods prior to their annual step advance eligibility date, when applicable. If the employee receives an evaluation with an overall rating of "Below Job Standards", the step advance may be denied or suspended as follows:
- (1) If the supervisor had given the employee written notice of inadequate work performance at least three (3) pay periods prior to the employee's receipt of the Work Performance Evaluation and the employee received an overall rating of "Below Job Standards" the employee's merit advancement shall be denied.
 - (2) If the supervisor did not provide the employee such notice, the merit advancement shall be granted effective the pay period following the completion of 1,040 service hours. In this case, the supervisor must evaluate the employee after three (3) pay periods following the original date of the evaluation. If the new evaluation indicates the employee is "Below Job Standards" the employee shall receive no future step advancements until the employee is deemed to be meeting job standards or until a subsequent step advancement is due.
- (c) In cases where no Work Performance Evaluation is filed, an employee should contact the supervisor, who must complete and file the evaluation within five (5) working days. If the evaluation is not completed within this time frame, the employee shall submit a written request to the department Human Resource Business Partner to direct the completion of the evaluation within thirty (30) days.

Section 4: Denied Steps

If an employee's step is denied, the employee may be re-evaluated following a thirty (30) day review period after receiving a "Below Job Standards" evaluation. Upon receiving a "Meets Standards" evaluation (or better), the employee shall be granted the merit advancement, effective at the beginning of the pay period in which said evaluation was administered.

Section 5: Disputes

An employee with regular status may appeal the content of a work performance evaluation with an overall rating of "Below Job Standards" in accordance with the appeal procedure in the Personnel Rules.

NEW EMPLOYEE ORIENTATION**ELIGIBLE UNITS:**

- ALL UNITS

New Employee Orientation (NEO) shall generally be held at CONFIRE JPA located at 1743 Miro Way, Rialto, CA 92376. Instances where CONFIRE is unable to host NEO, CONFIRE shall contact Teamsters Local 1932 within a reasonable amount of time and advise it of the alternate location, date, and/or time of the session.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

At the conclusion of the CONFIRE NEO presentation, CONFIRE shall provide Teamsters Local 1932 a thirty (30) minute period to meet with Teamsters Local 193 bargaining unit employees to present information about the Union. The thirty (30) minute period shall not interfere with department operations.

NON-DISCRIMINATION

Neither CONFIRE nor the Union shall not discriminate against any employee because of race, color, ancestry, sex, sexual orientation, age, physical or mental disability, medical condition, national origin, political affiliation or religion, or other basis as required by federal, state, or local law. The parties agree to support and promote the objectives of CONFIRE's Equal Employment Opportunity program.

OBLIGATION TO SUPPORT

ELIGIBLE UNITS:

- ALL UNITS

The parties agree that, subsequent to the execution of this Agreement and during the period of time any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement is before the Administrative Committee (i.e., after ratification by the Union but before the Administrative Committee take action), neither Teamsters nor CONFIRE Administration, nor their authorized representatives, will appear before the Board of Directors individually or collectively to advocate any further amendment, addition or deletion to the terms and conditions of this Agreement. It is further understood that this Article shall not preclude the parties from appearing before the Board of Directors nor meeting with individual members of the Board of Directors to advocate or urge the adoption and approval of any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement in its entirety.

OVERTIME

Section 1: Fair Labor Standards Act (FLSA) Covered Employees

- (a) Policy. It is the policy of CONFIRE to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Appointing Authority, or designee, to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. CONFIRE has the right to require overtime to be worked as necessary.
- (b) Definition. Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (c) Overtime Compensation. Any FLSA covered employee authorized by the Appointing Authority, or designee, to work overtime shall be compensated at premium rates, i.e., one and one-half (1½) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

In lieu of cash payment upon request of the employee and approval of the Appointing Authority, or designee, an employee may accrue compensating time off at premium hours. Cash payment at the employees' base rate of pay shall automatically be paid for any compensating time which exceeds one hundred (100) hours, for any hours on record immediately prior to promotion, demotion, or termination of employment. For the classifications of Staff Analyst Staff Analyst, the following shall apply: Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time which exceeds forty (40) hours, for any such time which has not been taken within six (6) pay periods after being accrued, or for any hours on record immediately

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

prior to promotion, demotion, or termination of employment.

- (d) Variable Work Schedule. The Appointing Authority, or designee, with agreement of an affected employee, may arrange for that individual to take such time off as is necessary to ensure that employee's actual time worked does not exceed forty (40) hours within a given work period.
- (e) Work Period. The work period for purposes of overtime, established for employees in this MOU, commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The work period normally does not exceed forty (40) hours. Employees currently on 9/80 work schedules may maintain such schedules provided a work period can be established and agreed to in writing by the Appointing Authority and the employee which includes forty (40) hours work each work period. This provision does not otherwise limit the ability of the Appointing Authority to modify work schedules in accordance with the article on, "Standard Tour of Duty." The Appointing Authority or designee may terminate or modify an employee's 9/80 work schedule at any time upon review and evaluation of its effectiveness in meeting the department's workload requirements, cost effectiveness and/or an employee's ability to meet the department's standards in effectively completing work requirements.
- (f) Sick leave that is not pre-approved and sick leave used by employees on leave restriction shall not be considered as time actually worked for the purpose of calculating overtime. "Preapproved" shall mean notice (e.g., prescheduled doctor's appointment or sick leave for bereavement purposes) to management at least twenty-four (24) hours prior to the appointment.

Section 2: FLSA Exempt Employees

- (a) Policy. It is the policy of CONFIRE to discourage overtime payment to professional employees except as necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Appointing Authority, or designee, to arrange for the accomplishment of workload under their jurisdiction within a reasonable period of time. CONFIRE has the right to require overtime to be worked as necessary.
- (b) Definition. Overtime for FLSA exempt employees shall be defined as all hours actually worked in excess of eighty (80) hours during a pay period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Time spent attending conferences, seminars and training programs shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (c) Overtime Compensation. Any employee authorized by the Appointing Authority, or designee, to work overtime shall be compensated at straight compensating time off. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of forty (40) hours, or for any hours on record immediately prior to promotion, demotion, or termination of employment.

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

- (d) Variable Work Schedule. The Appointing Authority, or designee, shall have the right to direct an employee to take such time off as necessary to ensure that an employee's actual time worked does not exceed eighty (80) hours within any given pay period.
- (e) Work Period. The work period normally does not exceed forty (40) hours. Employees currently approved to work a 9/80 schedule may maintain such schedules provided a work period can be established and agreed to in writing by the Appointing Authority and the employee which includes forty (40) hours work each work period. This provision does not otherwise limit the ability of the Appointing Authority to modify work schedules in

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

accordance with the article on "Standard Tour of Duty." The Appointing Authority or designee may terminate or modify an employee's 9/80 work schedule at any time upon review and evaluation of its effectiveness in meeting the department's workload requirements, cost effectiveness and/or an employee's ability to meet the department's standards in effectively completing work requirements.

PAY PERIOD

ELIGIBLE UNITS:

- **ALL UNITS**

A pay period shall be comprised of fourteen (14) calendar days. The First pay period under this Agreement shall commence on February 24, 2024, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter.

Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:00 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements, as applicable.

Paychecks shall be issued on the second Wednesday following the end of the preceding pay period provided that the Auditor-Controller/Treasurer/Tax Collector may issue payments at an earlier date if possible. If the payday falls on a holiday, checks will be distributed no later than the following business day.

PAYROLL ADJUSTMENTS

ELIGIBLE UNITS:

- **ALL UNITS**

In situations involving overpayment to an employee by CONFIRE, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars (\$25.00) or less, the overpayment will be recovered in one (1) pay period. The Auditor-Controller/Treasurer/Tax Collector's Office or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with CONFIRE payroll section to review the documentation and recovery schedule. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leave employment prior to repayment of overage the Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

In situations involving underpayment to an employee by CONFIRE, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller/Treasurer/Tax Collector's Office, including necessary approval of the Appointing Authority/Director of Human Resources.

In those situations where the employee has been underpaid by seven and one-half percent (7½%) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand payment to correct the error. CONFIRE payroll section shall complete the request for on-demand pay and forward it and any necessary approval of the Appointing Authority to the Auditor-Controller within one (1) working day of receipt of the employee's request. The Auditor-Controller's Office shall pay the employee the amount due within two (2) working days of receipt of the request for the on-demand pay from the department. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

work schedule.

The Director of Human Resources must authorize payroll adjustments to correct any payroll error or omission for instances arising from an underpayment that occurred more than thirteen (13) pay periods prior to the request for payroll adjustment.

PREHEARING DISCUSSIONS

ELIGIBLE UNITS:

- ALL UNITS

The parties agree that prior to submitting any matter within the appeal jurisdiction of the Civil Service Commission for adjudication, other than disciplinary matters; prior to submitting any matter within this Agreement for adjudication; or prior to the filing of a civil lawsuit, both parties shall discuss such matters at the earliest moment.

All parties agree to provide full disclosure and to extend good faith efforts to resolve disputes through these discussions. Such discussions on offers of settlement may not be revealed at subsequent hearing.

Upon declaration of impasse by either or both parties, the matter may be submitted to the Civil Service Commission within five (5) working days of such declaration.

Nothing in this Article shall serve to waive the rights of the appellants or their representatives to the appeal procedure due to a lapse of time resulting from such prehearing discussions.

PROBATIONARY PERIOD AND TRAINEE APPOINTMENTS

ELIGIBLE UNITS:

- ALL UNITS

Probationary Period

The probationary period for CONFIRE positions will end at the end of the day in which the employee has completed the required number (1,040) of service hours, except for trainees.

Probationary periods will be automatically extended for each hour during which an employee is on leave without pay or on military leave past thirty (30) days whether paid or unpaid. In the situation where an employee is on continuous paid sick leave for eighty (80) or more consecutive hours or is on modified duty for occupational or non-occupational injury or illness the probationary period may be extended at the discretion of the Appointing Authority. Such extension is in addition to the eighteen (18) pay period extension allowed by Personnel Rules of the Board-Governed Special Districts.

Trainee Appointments

A trainee appointment is an underfill appointment to a regular position made from an appropriate eligible list of a lower classification for a prescribed period of time, as provided in the class specification, during which the employee must qualify for the higher classification or be terminated.

The original trainee appointment must be made on a competitive basis. During the period of a trainee appointment, the trainee shall be in an at-will status. Appointments to the higher classification are subject to a probationary period.

PROMOTIONS

ELIGIBLE UNITS:

- ALL UNITS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) increase (i.e., mathematically closest to 5%), whichever is greater; provided that no employee is thereby advanced above the top step of the higher base salary range. At the discretion of the Appointing Authority and with the approval of the Director of Human Resources, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Director of Human Resources.

Promotions will be made in accordance with civil service merit principles in selection of the most qualified candidate taking into consideration such things as skills, knowledge, abilities, training, and experience. The appointing authority shall attempt to notify internal candidates who are not selected as soon as practicable. Those candidates who are not selected may schedule a meeting with the Human Resources Business Partner within 10 working days of receiving notice of "non-selection". The Human Resource Business Partner shall provide the reasons the employee was not chosen and will provide feedback as to how the employee can improve their performance for future promotional opportunities.

It is expressly agreed that non-selection is not subject to the grievance procedure.

PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal or State enactment's or is otherwise held to be invalid or unenforceable by any court or competent jurisdiction, such part or provisions shall be suspended or superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding the total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

RECRUITMENT AND REFERRAL BONUS PROGRAMS

ELIGIBLE UNITS:

- ALL UNITS

- General. CONFIRE shall make available a Recruitment and Referral Incentive Program to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions, in accordance with the guidelines established herein.
- Program Applicability. The Appointing Authority may request authorization to apply the Recruitment and/or Referral Bonus Program(s) to assist in filling regular positions in CONFIRE. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. The Director of Human Resources shall have the sole authority to determine the applicability, amount, and duration of these program(s) to each requested position/classification and shall certify applicability of the Program(s) for each position, by assignment, department, and beginning and ending dates. Such determinations shall not be subject to any review or appeal.
- Recruitment Bonus. An employee hired into a regular position/classification certified for participation in this

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Program shall be eligible to receive recruitment bonuses in accordance with the following:

- (1) Bonus Amount and Method of Payment. Eligible employees hired into a position/classification certified for participation in the Program shall receive no less than five hundred dollars (\$500.00) and no more than one-thousand dollars (\$1,000.00) upon hire. An additional one thousand dollars (\$1,000) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.
- (2) Limitations and Exclusions
 - (i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by the Director of Human Resources, for that classification to be eligible for participation in the Recruitment Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Director of Human Resources for that classification to be eligible for participation in the Recruitment Bonus Program.
 - (ii) The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
 - (iii) The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review.
- (d) Referral Bonus. Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:
 - (1) Method of Referral. To be eligible for the recruitment bonus, CONFIRE Application for Employment must contain the name of the referring employee on the application.
 - (2) Bonus Amount and Method of Payment. The referring employee shall receive a bonus of two hundred and fifty dollars (\$250.00) for each referred candidate actually hired into an eligible regular position. An additional five hundred dollars (\$500.00) shall be paid upon the new employee's completion of 2,080 service hours. Said bonus shall be considered taxable income and subject to withholding.
 - (3) Limitations and Exclusions
 - (i) No bonus will be paid for any candidate whose name was placed on the eligible list for position in the classification prior to the beginning date certified by Human Resources for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program.
 - (ii) Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.
 - (iii) In cases where more than one employee is named as the referring party, the recruitment bonus shall be equally split between the referring employees.
 - (iv) In cases where the referring employee resigns, transfers out of the eligible position, or is terminated

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

prior to completion of 2,080 service hours, the additional \$500 shall not be paid.

- (v) The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
- (vi) The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review.

REEMPLOYMENT

ELIGIBLE UNITS:

- ALL UNITS

- (a) A regular employee who has separated from CONFIRE employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e. beginning the first day of work by the 365th calendar day), may receive restoration of salary step, annual leave accrual rate, and sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article Retirement Medical Trust Fund), subject to the approval and conditions established by the Appointing Authority and the Director of Human Resources. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board. Such employees begin accruing Vacation and Sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless such requirements are waived by the Director of Human Resources. The employee shall be provided a new date of hire for purposes of CONFIRE seniority.
- (b) A regular employee who has separated from CONFIRE employment and who is subsequently rehired to a regular position in the same job family within one (1) year (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of vacation accrual rate, sick leave and retirement contribution rate in the same manner described above. Such employees shall also suffer loss of seniority by being provided a new hire date and be required to serve a new probationary period, unless such requirements are waived by the Director of Human Resources.
- (c) A regular employee who has separated from CONFIRE employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources. The employee shall be provided a new date of hire for purposes of CONFIRE seniority.
- (d) Reemployment from Layoff. A regular employee who has been laid off from CONFIRE employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate, and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.
- (e) For purposes of this Article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of CONFIRE employment.

RELOCATION ASSISTANCE

ELIGIBLE UNITS:

- ALL UNITS

- (a) In-Service Relocation Assistance. Employees in regular positions who are required by order of their Appointing Authority, or designee, to change their principal place of residence because of reassignment to meet the needs of CONFIRE will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars (\$400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.
- (b) Recruitment Relocation Assistance. To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the Appointing Authority, the Director of Human Resources may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with CONFIRE as follows:

Miles Relocated	Maximum Reimbursement
500 - 1,000 miles	\$1,000
1,001 - 2,000 miles	\$2,000
More than 2,000 miles	\$2,500

Such reimbursement may be provided to employees upon initial employment with CONFIRE, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and (3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve (12) months service, the employee shall be required to reimburse CONFIRE for any payment made under this Article. If the employee fails to reimburse CONFIRE, action shall be taken to recover the amount owed via payroll recovery from the employee's final pay.

RENEGOTIATION

ELIGIBLE UNITS:

- ALL UNITS

In the event either party hereto desires to negotiate a successor Agreement, such party shall serve upon the other during a thirty-one (31) day period commencing 180 days prior to expiration of this Agreement, any written request to commence negotiations, as well as its written proposals for such successor Agreement. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

The first order of business shall be negotiation of ground rules which shall establish the form and procedure for exchanging further proposals and counter-proposals.

RETIREMENT MEDICAL TRUST

ELIGIBLE UNITS:

- ALL UNITS

A Retirement Medical Trust Fund has been established for eligible employees.

The Trust is administered by a Board of Trustees who manages the resources of the Trust Fund and determines appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by retirees or their eligible dependents are properly reimbursed.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

The Trust will establish individual accounts for each participant who will be credited with earnings/losses based upon the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for CONFIRE. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Code (including medical and other eligible insurance premiums) will also be non-taxable to the retiree or the retiree's eligible dependent(s).

The Trust is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code.

Section 1: Sick Leave Conversion Eligibility

Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association (SBCERA). Participation in other public sector retirement system(s) may also be counted towards the ten (10) year requirement provided that the employee is also a participant in SBCERA. Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other public sector retirement system(s) must provide the Plan Administrator written evidence of participation in other public retirement systems. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the written evidence.

Section 2: Sick Leave Conversion Formula

At separation, from CONFIRE service for reasons other than death, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conversion formula table below:

Amount of Remaining Sick Leave Hours	Cash Formula Value
241 to 480	40%
481 to 600 hours	45%
601 to 720 hours	50%
721 to 840 hours	55%
841 to 1,400 hours	65%

Section 3: CONFIRE Contributions

CONFIRE shall contribute, on behalf of eligible employees, the following amounts to the Trust:

Years of Continuous District Service	Percentage
10 but less than 15 years	1.50%
15 but less than 20 years	2.00%
20 or more years	2.50%

Section 4: Death

Upon the death of an active member with ten (10) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased person shall be paid for all unused sick leave balances in accordance with the formula, above.

Upon the death of an eligible individual who was previously employed in covered units and separated from CONFIRE service and became a participant of the Trust, the surviving spouse, if any, shall become their beneficiary who shall be entitled to the rights and benefits under the plan for the spouse and any dependents of the participant. In the

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

event there is no spouse, or upon the death of the surviving spouse, the beneficiary shall be the participant's remaining dependents, if any. If there is no surviving spouse or dependents of the participant, the amounts on deposit in the participant's account shall become the property of the Trust, which shall be used for purposes of the plan, including administrative expenses or funding of additional plan benefits, if any.

Section 5: Meet and Confer

Upon the request of Teamsters Local 1932, CONFIRE agrees to meet and confer with Teamsters Local 1932, subject to the requirements of the MMBA and any applicable laws, to discuss any proposed modification for participation/funding/eligibility in the CONFIRE's RMT or participation/funding/eligibility of any agreed-upon retiree health component of the Teamsters-sponsored Healthcare Trust.

RETIREMENT SYSTEM CONTRIBUTIONS**ELIGIBLE UNITS:**

- **ALL UNITS**

Section 1: Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of 40 hours per pay period shall become members of the San Bernardino County Employees Retirement Association (SBCERA).

Exception: Employees first hired at age 60 or over may choose not to become members of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employees shall contribute seven and one-half percent (7.5%) of the employee's bi-weekly gross earnings. The employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. Employees shall automatically be enrolled in the Plan upon notification from SBCERA that the employee has opted out of SBCERA membership.

Section 2: Employee Contributions

Any employee Retirement System contribution obligations shall be paid by the employee.

The Auditor-Controller/Treasurer/Tax Collector has implemented the pickup of such Retirement System contributions under Internal Revenue Code Section 414(h)(2). CONFIRE shall make member contributions under this Section on behalf of the employee which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom CONFIRE picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by CONFIRE under this Section shall be treated as compensation paid to CONFIRE employees for all other purposes, including calculation of retirement benefits. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the Retirement System.

Section 3: Special Provisions

Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of June 18, 2011, and who either already have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Section 4: Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA)

Survivor Benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee bi-weekly contribution will be paid to SBCERA as provided in annual actuarial study.

RETURN-TO-WORK COMPENSATION**ELIGIBLE UNITS:**

- **ALL UNITS**

Section 1: Purpose

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three (3) types of return-to-work compensation covered by this Article: on-call; standby; and callback. Assignment and approval of return-to-work compensation shall be made by the Appointing Authority or designee based upon the needs of the service.

Section 2: On-Call Compensation

- (a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.
- (b) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the Appointing Authority or designee.
- (c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.
- (d) On-call duty shall be compensated at the rate of four dollars (\$4.00) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.
- (e) The employee shall not receive on-call compensation once the employee begins work or for break and lunch periods during regular working hours.

Section 3: Standby Compensation

- (a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.
- (b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site. Employees can also be given a designated time to report by the Appointing Authority or designee.
- (c) For employees in the Supervisors' Unit and Management Unit, standby duty shall be compensated at the rate of \$3.50 for each full hour of duty or portion thereof. For employees in the Supervisor' Unti Classifications standby duty shall not count as hours worked.
- (d) For employees in all classifications (except as noted in Section 3(c)), standby pay shall be compensated at minimum wage as provided in the California Industrial Welfare Commission for each full hour of standby duty

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning \$15.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 x \$15.00 (base salary rate) ¹	=	\$600.00
20 x \$ 8.00 (standby minimum wage*)	=	\$160.00
	=	\$760.00

\$760.00 divided by 60 hours worked (regular rate of pay) ²	=	\$12.67
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Pay for this week should be:

40 hours regular pay	=	\$600.00
20 hours standby x \$8.00 per hour	=	\$160.00
20 hours overtime (\$12.67 x .5)	=	\$126.70

Total \$600.00 plus \$160.00 plus \$126.70	=	\$886.70
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¹Base salary rate is defined in Salary Adjustment.

²Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

*This is an example only and may not contain the current State minimum wage.

- (e) The employee shall not receive standby compensation once the employee begins work, or for break and lunch periods during regular working hours.

Section 4: Call-Back Compensation

- (a) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the Appointing Authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.
- (b) Call-back compensation shall be paid in the following manner: The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the section on "Overtime."
- (c) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be cumulative and shall be considered as time actually worked for the purposes of the section on "Overtime."

SAFETY COMMITTEE

A Safety Committee shall be established for the purpose of discussing safety-related concerns and reporting of unsafe incidents in the workplace. The Safety Committee shall be composed of up to two (2) CONFIRE employees selected by the Teamsters Local 1932 and an equal number of CONFIRE representatives selected by CONFIRE

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Management. The Safety Committee shall meet periodically on an as-needed basis. Committee members shall receive paid release time during work hours to attend meetings.

SALARY ADJUSTMENT

ELIGIBLE UNITS:

- ALL UNITS

Section 1: Across the Board Wage Increase

- (a) Effective February 24, 2024, CONFIRE shall provide all classifications covered by the MOU with a three percent (3.00%) across the board salary increase. The parties agree to divert one-half percent (0.50%) from the February 24, 2024 across the board increase to the Teamsters 1932 Retiree Component of the Teamsters Healthcare Trust. The diversion of the across the board increase will result in an employee contribution to the Teamsters Healthcare Trust as defined under Section 6(c) of the Healthcare Trust Article.
- (b) Effective February 22, 2025, CONFIRE shall provide all classifications covered by the MOU with a three percent (3.00%) across the board salary increase. The parties agree to divert one percent (1.00%) from the February 22, 2025 across the board increase to the Teamsters 1932 Retiree Component of the Teamsters Healthcare Trust. The diversion of the across the board increase will result in an employee contribution to the Teamsters Healthcare Trust as defined under Section 6(c) of the Healthcare Trust Article.
- (c) Effective February 21, 2026, CONFIRE shall provide all classifications covered by the MOU with a three percent (3.00%) across the board salary increase. The parties agree to divert one percent (0.50%) from the February 21, 2026 across the board increase to the Teamsters 1932 Retiree Component of the Teamsters Healthcare Trust. The diversion of the across the board increase will result in an employee contribution to the Teamsters Healthcare Trust as defined under Section 6(c) of the Healthcare Trust Article.

The base salary ranges and rates shall be applicable on the dates indicated for all classifications in these Units. (See Appendix B for classification listing and salary range and Appendix C for salary tables.)

Section 2: Equity Adjustment

- (a) Effective the pay period following Administrative Committee approval, CONFIRE agrees to implement the following equity adjustment:

JOB CODE	CLASSIFICATION	NEW RANGE
44811	Emergency Communication Assistant Manager	42
44815	Emergency Communication Manager	48
46198	Computerized Mapping Analyst	30

Step hours shall not be reset for employees who receive an equity increase. Therefore, employees shall be eligible to advance to the next step, if applicable, upon completion of 1,040 service hours from their most recent merit advancement in accordance with the requirements of the Merit Advances Article.

- (b) Effective the pay period following Administrative Committee approval, CONFIRE shall implement a one-half percent (0.50%) range increase for all classifications covered by this MOU. Step hours shall not be reset for employees who receive an equity increase. Therefore, employees shall be eligible to advance to the next step, if applicable, upon completion of 1,040 service hours from their most recent merit advancement in accordance with the requirements of the Merit Advances Article.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

- (c) Effective February 22, 2025, CONFIRE shall implement a one percent (1.00%) range increase for all classifications covered by this MOU. Step hours shall not be reset for employees who receive an equity increase. Therefore, employees shall be eligible to advance to the next step, if applicable, upon completion of 1,040 service hours from their most recent merit advancement in accordance with the requirements of the Merit Advances Article.

Section 3: New Top Step**ELIGIBLE UNITS:**

- ALL UNITS

Effective July 25, 2026, CONFIRE shall add a new top step at approximately two and one-half percent (2.5%) above the then current top step for all non-trainee salary ranges. Employees who are at the existing top step on that date and have completed 1,040 service hours at that step and meeting job performance standards prior to the effective date of the new top step, are eligible to advance on July 25, 2026.

SALARY RATES AND STEP ADVANCEMENTS**ELIGIBLE UNITS:**

- ALL UNITS

New employees shall be hired at Step 1 of the established base salary range, except as otherwise provided in this MOU. Variable entrance steps may be established if justified by recruitment needs through step 7 with the approval of the appointing authority and through the top step of the salary range with the approval of the Appointing Authority and the Director of Human Resources.

Within the base salary range, all step advancements will be automatically made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and Appointing Authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Section, "Merit Advancements."

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements.

Employees shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

Example:

Hire Step	1	7
After 1040 hours*	2	8
After additional 1,040 hours*	3	9
After additional 1,040 hours*	4	10
After additional 1,040 hours*	5	11
After additional 1,040 hours*	6	12
After additional 1,040 hours*	7	13
After additional 1,040 hours*	8	14
After each additional 1,040 hours until the top of the range is reached*	9	N/A

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

*Assumes satisfactory work performance and Appointing Authority recommendation.

An appointing authority may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of the Director of Human Resources and the final approval of the Chief Executive Officer or his/her designee. The Director of Human Resources may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action, which may have arisen in any prior fiscal year.

CONFIRE agrees to meet within 30 days of a Teamsters Local 1932 request to review any classifications that the union believes will, on an ongoing basis, be at least 5% below in total compensation (excluding differentials, such as longevity) than the classification it supervises. If the parties have not reached mutual agreement within 90-days of the first meeting, or in a longer period if extended by the parties, the parties agree to proceed through the dispute resolution process (e.g., mediation if agreed to by the parties, factfinding if requested by the union).

SECTION 125 PREMIUM CONVERSION PLAN

ELIGIBLE UNITS:

- ALL UNITS

Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

Medical and dental coverage elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for these benefit plans.

Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax payroll deductions for all eligible premiums for the remainder of the Plan Year.

Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Section 125 Plan Document. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event.

STANDARD TOUR OF DUTY

ELIGIBLE UNITS:

- ALL UNITS

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty, which commences before midnight and ends the following day

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

shall be reported as time worked for the day in which the tour of duty began. The appointing authority shall establish the actual number of hours, which comprises the standard tour of duty for each position. The appointing authority may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of the service. When appointing authorities find it necessary to make such modifications or changes, they shall notify the affected employee(s) in writing indicating the proposed change prior to its implementation advising them to contact Teamsters or the appointing authority if they have any questions. Any such modifications or changes may not be implemented until the affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency. If the change affects a significant number of employees, Teamsters shall be notified. When a change would affect a significant number of employees and Teamsters requests to meet and confer regarding the impact of the change on employees, the first step, within ten (10) calendar days of the notification of change, shall be to meet to discuss the impact of schedule changes on employees. The phrase "significant number" shall mean: (a) a majority of the employees in this Unit; (b) a majority of the employees within a department, division, or work unit; or (c) all of the employees within a specific classification in this Unit.

If the parties are unable to reach agreement on the impact of the schedule change, either party may request the assistance of a mediator. The parties shall make every effort to complete the mediation process within thirty (30) calendar days from the date the mediator was requested.

STATE DISABILITY INSURANCE

ELIGIBLE UNITS:

- ALL UNITS

CONFIRE agrees to pay the premium for State Disability Insurance for each employee in regular positions budgeted for forty-one (41) or more hours per pay period.

TEAMSTERS TRAINING CENTER

In partnership with Teamsters, CONFIRE agrees to evaluate Teamsters Local 1932 Training Center educational/certificate program curriculum to link job related skills and their applicability to identified CONFIRE entry level job classifications.

Human Resources will determine which job announcements may be considered to benefit from a substitution to the minimum eligibility requirements, examples include length of experience and/or job skills. This substitution may allow job applicants to meet the minimum eligibility requirements as part of the examination process (See Personnel Rule 4). Training Center enrollees seeking CONFIRE employment must provide a valid certificate or other acceptable proof of successful program completion at the time of application.

CONFIRE will partner with Teamsters upon request to discuss additional opportunities for the Training Center. CONFIRE will also provide quarterly Job Application Workshops at the Training Center, upon request.

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

ELIGIBLE UNITS:

- ALL UNITS

Prior to the assignment of a probationary employee to a vacant higher level position, such probationary employee shall be notified in writing as to whether service hours to be worked in the higher level position will count towards completion of the probationary period in the (lower level) position in which the employee has not yet obtained regular status.

Employees directed to continuously perform the duties of a vacant higher level position, or employees who have

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

been given the temporary assignment of a project involving the performance of more difficult duties and requiring a greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness, or other temporary relief. For the purpose of this Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the Appointing Authority or designee and Director of Human Resources or designee and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.

Assignment Criteria:

- (a) For the purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Board of Directors. The Appointing Authority certifies that the employee is assigned and held responsible to fully perform all of the higher level duties without limitation as to difficulty or complexity of assignments or consequence of action. This provision shall not be used to circumvent the merit system of promotion and approval of such a request shall state the appropriate/selection process where applicable.
- (b) Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

Compensation:

- (a) Compensation shall be awarded in pay period increments.
- (b) Employees performing the duties of a vacant higher level regular position shall be entitled to a salary rate increase to the higher level for the time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles. The employee shall continue to receive benefits associated with their pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according with the Overtime article of the MOU for the higher level position. Upon assignment to the higher level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to their former position classification. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive their step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.
- (c) Project compensation shall be in the form of a specified percentage of the employee's base pay. The Director

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

of Human Resources will determine the amount in increments of one-half percent (½%) from a minimum of two and one-half percent (2½%) up to a maximum of seven and one-half percent (7½%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."

Requests for Temporary Performance Compensation shall be initiated by the Appointing Authority when the Appointing Authority deems it is necessary for an employee to temporarily perform higher level duties, in such circumstances, the Appointing Authority maintains responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. This does not preclude the employee from requesting Temporary Performance Compensation via the appointing authority. It is important to obtain Human Resources review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Director of Human Resources written approval, assignment of the greater level of duties, and signed acceptance by the employee.

Under no circumstances will Temporary Performance Compensation be granted retroactively, unless there is an unreasonable delay or denial in the process of the Temporary Performance Compensation caused by CONFIRE (e.g., a supervisor goes on a 3 month leave of absence and before going on leave forgets to submit the signed form, etc.). If there is an unreasonable delay or denial caused by CONFIRE, the Temporary Performance Compensation shall be granted retroactive to the date that the approved form (i.e., the form executed by the Department) was signed by the employee.

Requests for Temporary Performance Compensation shall be reviewed by the Director of Human Resources.

Denial of compensation due to assignment (Assignment Criteria) shall not be subject to the Grievance Procedure; provided, however, that employees who are denied compensation may submit a written appeal to the Director of Human Resources or designee. The Director of Human Resources or designee shall review the matter and provide a written response to the employee within 30 days unless the parties mutually agree to extend the timeframe.

The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the Article on "Classification." The Articles, "Temporary Performance of Higher Level Duties," and "Classification" are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.

TERM

ELIGIBLE UNITS:

- ALL UNITS

The term of this Memorandum of Understanding shall commence upon approval by the Administrative Committee, and this Memorandum of Understanding Agreement shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of February 28, 2027. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of February 28, 2027, the terms and conditions required by law shall continue in effect until a successor Memorandum of Understanding is approved by the Administrative Committee or the dispute resolution procedure has been exhausted under the provisions of the Employee Relations Ordinance, whichever occurs sooner.

TIME AND LABOR REPORTS

ELIGIBLE UNITS:

- ALL UNITS

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Time and Labor Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Labor report whenever said report is submitted without the employee's signature. Payroll representatives who handle Time and Labor Reports shall make every effort to contact the employee regarding any correction to the time shown on said reports and explain the reasons for the change before the report is submitted to the Auditor-Controller/Treasurer/Tax Collector's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Labor Report. If time does not allow for this procedure because of the Auditor-Controller/Treasurer/Tax Collector's deadline, the payroll clerk shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Plan, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

CONFIRE reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Labor Reports by the employee, the employee shall hold harmless the CONFIRE for any delays in warrant processing.

TUITION REIMBURSEMENT

ELIGIBLE UNITS:

- ALL UNITS

CONFIRE will establish a tuition reimbursement and membership dues procedure to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as employees and assist in their career development.

CONFIRE will establish a career development, training, and education fund in the amount of \$20,000 for use by employees in regular positions with at least twelve (12) months of CONFIRE service.

These funds shall be available for use on a first-come, first served basis for reimbursement of tuition and community college registration fees, pursuant to the limits stated below, for career development courses or to reimburse membership dues in professional organizations provided such expenditure enhances the furtherance of CONFIRE.

Eligibility for reimbursement is contingent upon a pre-approved course or seminar completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing the course. Each employee shall be limited to one thousand, six hundred and fifty dollars (\$1,650.00) per fiscal year.

Tuition Reimbursement shall be pro-rated for job share and part-time employees.

UNIFORM VOUCHER

CONFIRE will provide a maximum of \$250.00 per fiscal year for uniform purchase and replacement of a specified uniform. The employee is responsible for the purchase and replacement of such uniform to include approved pants, shirts, jackets, sweatshirts, belts, and shoes or boots. All such purchases and replacement of uniforms shall be made with such vendors as are selected by CONFIRE and CONFIRE Director shall make direct payment to the vendor up to the specified amount. Unused amounts shall not be carried over to the following fiscal year.

Employees who are on long-term leave of absence (6 pay periods or greater) who do not return to work will forfeit any unused and future uniform allowance.

UNION LEAVE

ELIGIBLE UNITS:

- ALL UNITS

Section 1: CONFIRE Paid Union Training Leave.

- (a) Purpose. CONFIRE shall establish a Union Training Leave bank of 32 hours per calendar year that may be used by designated members for the purpose of attending periodic union-provided/sponsored training (e.g., steward training), seminars and conferences. Union Training Leave shall not be granted for members to engage in political and organizing activities.

It is expressly agreed and understood that CONFIRE shall not be obligated or responsible for any of the expenses or costs related to member's attendance at such training, seminars or conferences.

- (b) Release Time. Members who wish to utilize Union Training Leave under Section 1 shall notify and obtain approval from their immediate supervisor as far in advance as possible prior to the date they wish to use such leave. The release time for Union Training Leave shall not be counted as hours worked for purposes of calculating overtime, and the work schedules of members who use Union Training Leave shall not be adjusted to provide paid release time that would otherwise be off duty time. The use of Union Training Leave shall not unduly interfere with operations of CONFIRE nor shall CONFIRE unreasonably deny any request for use of Union Training Leave. Teamsters shall maintain accurate and current records of Union Training Leave used by its members. These records shall be provided to CONFIRE upon its request.

Section 2: Union Paid Leave of Absence.

- (a) Purpose. An employee, not currently on any other leave of absence from CONFIRE, shall, upon the request of Teamsters Local 1932 and approval of CONFIRE, be granted a Union Paid Leave of Absence, which is a reasonable leave of absence from CONFIRE without loss of compensation (up to the employees standard hours per pay period) or other benefits for the purpose of the employee's service to Teamsters Local 1932 as a steward, officer, or representative of Teamsters Local 1932. Any request by Teamsters shall not be unreasonably denied. Compensation during this leave of absence shall not exceed payment for the employee's standard tour of duty and excludes differential or other specialized pay for duties the employee will no longer perform. For example, an employee who works the night shift for CONFIRE and receives differential pay while doing so will be ineligible for the shift differential during the union paid leave of absence.

A leave under this section may be granted on a full time (e.g. leave of absence for any number of consecutive days), part-time, periodic, or intermittent basis (e.g. every month to present at New Employee Orientation or to attend Executive Board meetings or as provided for under Section 1 and 2 of the Authorized Employee Representatives Article), as approved by CONFIRE. Full-time continuous leave shall not exceed one (1) year from the first day the leave commences, as approved by CONFIRE. Section 2 is intended to satisfy Government Code section 3558.8.

- (b) Review. Any request for a part-time, periodic, or intermittent leave, other than for those reasons specified in Section 2 of the Authorized Employee Representatives Article, shall be made in writing to CONFIRE as far in advance of the release date as reasonably possible based on the circumstances. Requests for leave under Section 2 of the Authorized Employee Representative Article shall be in accordance with the requirements of that Article.

A request for a full-time Union Paid Leave of Absence under Section 2(a) shall be submitted in writing by Teamsters Local 1932 to the Director of Human Resources at least sixty (60) days in advance of the requested release date.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

- (c) Employee Responsibilities. While on a Union Paid Leave of Absence, the employee shall be required to adhere to the same requirements, processes, and expectations for use of leave (e.g., sick, vacation, holiday, etc.) consistent with the MOU, and accurate reporting of time in CONFIRE's payroll system. Additionally, an employee shall not perform any CONFIRE work while on a Union Paid Leave of Absence.
- (d) Payment to CONFIRE. Teamsters Local 1932 shall reimburse CONFIRE for all costs associated with a Union Paid Leave of Absence, as determined by CONFIRE, including, but not limited to, base pay, CONFIRE's retirement fund contributions, medical premium subsidy, the value of pro-rated leave accruals and CONFIRE-paid benefits received (e.g., Medicare contributions, life insurance premiums, workers compensation, etc.) Reimbursement to CONFIRE by Teamsters Local 1932 shall be made no later than 30 calendar days from receipt of CONFIRE's certification of expenses to Teamsters.

Teamsters Local 1932 and/or the employee shall be required to execute any payroll forms, certifications of time or other documents required by the CONFIRE to ensure that the time reporting is accurate and the employee is performing the duties of a steward or officer or representative of Teamsters Local 1932 during all reported working hours. Teamsters Local 1932 agrees that the work assigned to CONFIRE employees on a Union Paid Leave of Absence is exempt from overtime under the Fair Labor Standards Act and that CONFIRE assumes no financial responsibility for any wage and hour claims arising out of hours worked for Teamsters Local 1932 during the Union Paid Leave of Absence.

- (e) Reinstatement. As soon as practicable after the conclusion or termination of the Union Paid Leave of Absence, the employee shall be reinstated to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

Teamsters Local 1932 retains the right to terminate a Union Paid Leave of Absence at any time. Teamsters Local 1932 agrees to notify the CONFIRE of the termination of a full-time or part-time Union Paid Leave of Absence at least fourteen (14) calendar days in advance of the termination.

The employee shall earn full retirement service credit during the Union Paid Leave of Absence and shall pay his or her member contributions.

- (f) Work Urgency. CONFIRE reserves the right to recall any employee on a Union Paid Leave of Absence due to a work urgency.
- (g) Adherence to policy and laws. During the Union Paid Leave of Absence Teamsters Local 1932 agrees to report to CONFIRE any egregious misconduct (e.g., workplace violence/threats/harassment, substance abuse, etc.) while the employee is on the Union Paid Leave of Absence.
- (h) Indemnification. Teamsters Local 1932 agrees to indemnify, defend, and hold harmless, the CONFIRE for any act or omission of, or an injury suffered by an employee on Union Paid Leave of Absence if that act, omission, or injury occurs during the course and scope of the Union Paid Leave of Absence. An employee on a Union Paid Leave of Absence shall not be covered by CONFIRE's Compensation Insurance while performing work for Teamsters Local 1932.

USE OF BULLETIN BOARDS

ELIGIBLE UNITS:

- **ALL UNITS**

CONFIRE will furnish a reasonable portion of existing bulletin board space for notices of Teamsters. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

- (a) Scheduled Teamsters meetings, agenda and minutes.
- (b) Information on Teamsters elections and the results.
- (c) Information regarding Teamsters social, recreational, and related news bulletins.
- (d) Reports of official business of Teamsters, including reports of committees or the Teamsters Local 1932 Executive Board.

CONFIRE equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by CONFIRE employees during their regular work time. Teamsters may utilize CONFIRE's interdepartmental mail system provided Teamsters picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by CONFIRE, and Teamsters holds CONFIRE harmless against any loss or delays in delivery.

Notices that are posted, distributed through the mail system, or placed in an employee's CONFIRE mailbox shall not be obscene, derogatory, defamatory, or of a political nature, or directed at any employee or official in CONFIRE; nor shall they pertain to public issues which do not involve CONFIRE or its relations with CONFIRE employees.

All notices to be posted must be dated and signed by an authorized representative of Teamsters, with a copy to be submitted (electronically, delivered, or faxed) to the Employee Relations Division Chief or designee for review prior to posting or distribution through CONFIRE's mail room.

In cases where Teamsters represents more than one (1) authorized employee representation Unit at a work location, the space described above will become the bulletin board space for all employees represented by Teamsters at that work location.

USE OF CONFIRE RESOURCES

ELIGIBLE UNITS:

- ALL UNITS

Teamsters will be granted permission to use CONFIRE facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with CONFIRE needs. Permission to use CONFIRE facilities must be obtained by Teamsters from the appropriate appointing authority. Teamsters shall be held fully responsible for any damages to and the security of any CONFIRE facilities that are used by Teamsters. No CONFIRE vehicles, equipment, computers, time, or supplies may be used in connection with any activity of Teamsters, except as may be otherwise provided in this Agreement.

VOLUNTARY TIME OFF

ELIGIBLE UNITS:

- ALL UNITS

The Voluntary Time Off (VTO) Program is intended to provide employees a means of taking unpaid (i.e., non-compensated) time off work, without losing benefits (e.g., Medical Premium Subsidy, Dental Premium Subsidies, Opt-out/Waive amounts, vision care, RMT contribution, and life insurance) which depend on the employee being in a paid status. The following conditions apply:

- (a) VTO may be taken in the same manner as vacation time except that VTO must be used in one-hour increments and is limited to 80 hours per calendar year.
- (b) When VTO is taken, leave accruals continue as if the employee was on paid time. VTO time counts toward

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

satisfying the minimum hour requirement to receive benefits, such as Medical Premium Subsidy, Dental Premium Subsidy, Opt-Out/ Waive amount, CONFIRE-paid life insurance, and CONFIRE-paid vision care.

- (c) VTO does not count as hours worked for purposes of computing overtime. CONFIRE contributions to the retirement system under the Retirement System Contributions Article will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period.

Pursuant to applicable law, Tier 1 system members are eligible for full service credit for the pay period in which VTO is used and the employer contribution would be based on the employees' normal compensation earnable.

Pursuant to applicable law, Tier 2 members are eligible for a reduced service credit amount for the pay period in which VTO was used and the employer contribution would be based on the employees' actual earnings for that pay period.

- (d) VTO may not be used for situations that would otherwise require leave without pay, such as an employee on state disability insurance, or in conjunction with leave without pay.
- (e) VTO is an entirely voluntary program. No employee may be required to take VTO.
- (f) VTO may be taken by request of the employee and upon approval of the appointing authority.

WORK DISRUPTION

ELIGIBLE UNITS:

- ALL UNITS

The parties agree that no work disruptions shall be caused or sanctioned by Teamsters during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, sick-out, or slowdown in any operation of CONFIRE, or any curtailment of work, disruption, or interference with the operations of CONFIRE. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against CONFIRE is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by CONFIRE during the term of this Agreement, unless such work disruptions occur.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

APPENDIX A – APPROVAL BY BOARD OF DIRECTORS

This Agreement is subject to approval by the Board of Directors. The parties hereto agree to perform whatever acts are necessary, both jointly, and separately, to urge the Board to approve and enforce this Agreement.

Following approval of this Agreement by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

DATED: _____

CONSOLIDATED FIRE AGENCIES JPA

TEAMSTERS 1932

Leo Gonzalez 02/22/2024

LEO GONZALEZ
County Labor Relations Chief

DocuSigned by:
Sheri Orellana 2/22/2024

SHERI ORELLANA
Business Agent

RECOMMENDED FOR ADMINISTRATIVE COMMITTEE APPROVAL

DAN HARKER, Fire Chief, Loma Linda Fire Dept
Administrative Committee Chair

Date

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

APPENDIX B – CLASSIFICATION AND SALARY RANGES

Job Code	Classification	Range
46210	Administrative Sec I	18
40215	Automated Systems Analyst I	36
46206	Automated Systems Technician	26
46198	Computerized Mapping Analyst	30
44815	Emergency Communication Assistant Manager	42
44811	Emergency Communication Manager	48
40038	Fiscal Specialist	18
44812	GIMS Coordinator	40
40217	Information System Analyst 2	46
40218	Information System Analyst 3	53
44024	MIS Supervisor	56
46234	Staff Analyst I	33
43072	Staff Analyst II	39

CONFIRE MISCELLANOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

APPENDIX C – SALARY SCHEDULES

Effective 02/24/2024

Back to Top ↑

Table with 17 columns (Step 1-16) and multiple rows for each step (Hourly, Approx Bi-Wk, Approx. Mon, Annual). Rows are labeled with step numbers (17, 17T, 18, 18T, 19, 19T, 20, 20T, 21, 21T, 22, 22T, 23, 23T, 24, 24T, 25, 25T, 26, 26T, 27) and include a final 'Eff. 02/24/2024' row.

CONFIRE MISCELLANOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

Back to Top ↑

Eff. 02/24/2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
27T Hourly	24.90	25.54	26.16	26.84	27.47	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51			
Approx Bi-Wk	1,992.00	2,043.20	2,092.80	2,147.20	2,197.60	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80			
Approx. Mon	4,316.00	4,426.93	4,534.40	4,652.27	4,761.47	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40			
Annual	51,792.00	53,123.20	54,412.80	55,827.20	57,137.60	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80			
28 Hourly	25.54	26.16	26.84	27.47	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.10	36.99
Approx Bi-Wk	2,043.20	2,092.80	2,147.20	2,197.60	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,888.00	2,959.20
Approx. Mon	4,426.93	4,534.40	4,652.27	4,761.47	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07	6,257.33	6,411.60
Annual	53,123.20	54,412.80	55,827.20	57,137.60	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80	75,088.00	76,939.20
28T Hourly	25.54	26.16	26.84	27.47	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36			
Approx Bi-Wk	2,043.20	2,092.80	2,147.20	2,197.60	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80			
Approx. Mon	4,426.93	4,534.40	4,652.27	4,761.47	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73			
Annual	53,123.20	54,412.80	55,827.20	57,137.60	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80			
29 Hourly	26.16	26.84	27.47	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.07	36.97	37.90
Approx Bi-Wk	2,092.80	2,147.20	2,197.60	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,885.60	2,957.60	3,032.00
Approx. Mon	4,534.40	4,652.27	4,761.47	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07	6,252.13	6,408.13	6,569.33
Annual	54,412.80	55,827.20	57,137.60	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80	75,025.60	76,897.60	78,832.00
29T Hourly	26.16	26.84	27.47	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21			
Approx Bi-Wk	2,092.80	2,147.20	2,197.60	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80			
Approx. Mon	4,534.40	4,652.27	4,761.47	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07			
Annual	54,412.80	55,827.20	57,137.60	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80			
30 Hourly	26.84	27.47	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.07	36.97	37.91	38.86
Approx Bi-Wk	2,147.20	2,197.60	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,885.60	2,957.60	3,032.80	3,108.80
Approx. Mon	4,652.27	4,761.47	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07	6,252.13	6,408.13	6,571.07	6,735.73
Annual	55,827.20	57,137.60	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80	75,025.60	76,897.60	78,852.80	80,828.80
30T Hourly	26.84	27.47	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.07			
Approx Bi-Wk	2,147.20	2,197.60	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,885.60			
Approx. Mon	4,652.27	4,761.47	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07	6,252.13			
Annual	55,827.20	57,137.60	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80	75,025.60			
31 Hourly	27.47	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.07	36.97	37.92	38.86	39.83
Approx Bi-Wk	2,197.60	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,885.60	2,957.60	3,033.60	3,108.80	3,186.40
Approx. Mon	4,761.47	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07	6,252.13	6,408.13	6,572.80	6,735.73	6,903.87
Annual	57,137.60	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80	75,025.60	76,897.60	78,873.60	80,828.80	82,846.40
31T Hourly	27.47	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.07	36.97			
Approx Bi-Wk	2,197.60	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,885.60	2,957.60			
Approx. Mon	4,761.47	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07	6,252.13	6,408.13			
Annual	57,137.60	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80	75,025.60	76,897.60			
32 Hourly	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.07	36.97	37.92	38.85	39.82	40.81
Approx Bi-Wk	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,885.60	2,957.60	3,033.60	3,108.00	3,185.60	3,264.80
Approx. Mon	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07	6,252.13	6,408.13	6,572.80	6,734.00	6,902.13	7,073.73
Annual	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80	75,025.60	76,897.60	78,873.60	80,808.00	82,825.60	84,884.80
32T Hourly	28.19	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.07	36.97	37.92			
Approx Bi-Wk	2,255.20	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,885.60	2,957.60	3,033.60			
Approx. Mon	4,886.27	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07	6,252.13	6,408.13	6,572.80			
Annual	58,635.20	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80	75,025.60	76,897.60	78,873.60			
33 Hourly	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.07	36.97	37.92	38.85	39.83	40.82	41.85
Approx Bi-Wk	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,885.60	2,957.60	3,033.60	3,108.00	3,186.40	3,265.60	3,348.00
Approx. Mon	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07	6,252.13	6,408.13	6,572.80	6,734.00	6,903.87	7,075.47	7,254.00
Annual	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80	75,025.60	76,897.60	78,873.60	80,808.00	82,846.40	84,905.60	87,048.00
33T Hourly	28.90	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.07	36.97	37.92	38.85			
Approx Bi-Wk	2,312.00	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,885.60	2,957.60	3,033.60	3,108.00			
Approx. Mon	5,009.33	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73	6,103.07	6,252.13	6,408.13	6,572.80	6,734.00			
Annual	60,112.00	61,630.40	63,148.80	64,688.00	66,331.20	68,016.00	69,700.80	71,468.80	73,236.80	75,025.60	76,897.60	78,873.60	80,808.00			
34 Hourly	29.63	30.36	31.10	31.89	32.70	33.51	34.36	35.21	36.07	36.97	37.92	38.85	39.83	40.83	41.86	42.90
Approx Bi-Wk	2,370.40	2,428.80	2,488.00	2,551.20	2,616.00	2,680.80	2,748.80	2,816.80	2,885.60	2,957.60	3,033.60	3,108.00	3,186.40	3,266.40	3,348.80	3,432.00
Approx. Mon	5,135.87	5,262.40	5,390.67	5,527.60	5,668.00	5,808.40	5,955.73									

CONFIRE MISCELLANOUS, SUPERVISORS' & MAGNAMENT UNIT MOU

2024 – 2027

Back to Top ↑

Table with columns for Eff. 02/24/2024, Step 1 through Step 16, and rows for various employee categories (e.g., 38 Hourly, 38T Hourly, 39 Hourly, etc.) showing numerical values for each step.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGAMENT UNIT MOU

2024 – 2027

[Back to Top](#)

Eff. 02/24/2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
48T Hourly	41.84	42.90	43.96	45.06	46.20	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28			
Approx Bi-Wk	3,347.20	3,432.00	3,516.80	3,604.80	3,696.00	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40			
Approx. Mon	7,252.27	7,436.00	7,619.73	7,810.40	8,008.00	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20			
Annual	87,027.20	89,232.00	91,436.80	93,724.80	96,096.00	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40			
49 Hourly	42.90	43.96	45.06	46.20	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.62	62.13
Approx Bi-Wk	3,432.00	3,516.80	3,604.80	3,696.00	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40
Approx. Mon	7,436.00	7,619.73	7,810.40	8,008.00	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,769.20
Annual	89,232.00	91,436.80	93,724.80	96,096.00	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,089.60	129,230.40
49T Hourly	42.90	43.96	45.06	46.20	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.12
Approx Bi-Wk	3,432.00	3,516.80	3,604.80	3,696.00	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,969.60
Approx. Mon	7,436.00	7,619.73	7,810.40	8,008.00	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,769.20
Annual	89,232.00	91,436.80	93,724.80	96,096.00	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,089.60	129,230.40
50 Hourly	43.96	45.06	46.20	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.12	63.68
Approx Bi-Wk	3,516.80	3,604.80	3,696.00	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,969.60	5,094.40
Approx. Mon	7,619.73	7,810.40	8,008.00	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,767.47	11,037.87
Annual	91,436.80	93,724.80	96,096.00	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,209.60	132,454.40
50T Hourly	43.96	45.06	46.20	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.13	63.68
Approx Bi-Wk	3,516.80	3,604.80	3,696.00	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40
Approx. Mon	7,619.73	7,810.40	8,008.00	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,769.20	11,037.87
Annual	91,436.80	93,724.80	96,096.00	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40
51 Hourly	45.06	46.20	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.13	63.69	65.27
Approx Bi-Wk	3,604.80	3,696.00	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,095.20	5,221.60
Approx. Mon	7,810.40	8,008.00	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,769.20	11,039.60	11,313.47
Annual	93,724.80	96,096.00	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,475.20	135,761.60
51T Hourly	45.06	46.20	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.13	63.68	65.26
Approx Bi-Wk	3,604.80	3,696.00	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,221.60
Approx. Mon	7,810.40	8,008.00	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,769.20	11,037.87	11,313.47
Annual	93,724.80	96,096.00	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,475.20	135,761.60
52 Hourly	46.20	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.13	63.68	65.26	66.90
Approx Bi-Wk	3,696.00	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,352.00
Approx. Mon	8,008.00	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,769.20	11,037.87	11,311.73	11,596.00
Annual	96,096.00	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,152.00
52T Hourly	46.20	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.13	63.68	65.26	66.89
Approx Bi-Wk	3,696.00	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,352.00
Approx. Mon	8,008.00	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,769.20	11,037.87	11,311.73	11,596.00
Annual	96,096.00	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,152.00
53 Hourly	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.13	63.68	65.26	66.89	68.57
Approx Bi-Wk	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,351.20	5,485.60
Approx. Mon	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,769.20	11,037.87	11,311.73	11,594.27	11,885.47
Annual	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,131.20	142,625.60
53T Hourly	47.34	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.13	63.68	65.26	66.89	68.57
Approx Bi-Wk	3,787.20	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,351.20	5,485.60
Approx. Mon	8,205.60	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47
Annual	98,467.20	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,131.20	142,625.60
Eff. 02/24/2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
54 Hourly	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.13	63.68	65.26	66.88	68.56	70.28
Approx Bi-Wk	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,484.80	5,622.40
Approx. Mon	8,413.60	8,619.87	8,834.80	9,058.40	9,283.73	9,519.47	9,755.20	9,999.60	10,247.47	10,507.47	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,181.87
Annual	100,963.20	103,438.40	106,017.60	108,700.80	111,404.80	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,604.80	146,182.40
54T Hourly	48.54	49.73	50.97	52.26	53.56	54.92	56.28	57.69	59.12	60.61	62.13	63.68	65.26	66.88	68.57	70.28
Approx Bi-Wk	3,883.20	3,978.40	4,077.60	4,180.80	4,284.80	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,484.80	5,622.40
Approx. Mon	8,413.60	8,619														

CONFIRE MISCELLANOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

[Back to Top](#)

Eff. 02/24/2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
59	Hourly	54.92	56.28	57.69	59.12	60.61	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.56	79.49
	Approx Bi-Wk	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,204.80	6,359.20
	Approx. Mon	9,519.47	9,755.20	9,999.60	10,247.47	10,505.73	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,443.73	13,778.27
	Annual	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,324.80	165,339.20
59T	Hourly	54.92	56.28	57.69	59.12	60.61	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.56	79.49
	Approx Bi-Wk	4,393.60	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,204.80	6,359.20
	Approx. Mon	9,519.47	9,755.20	9,999.60	10,247.47	10,505.73	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,443.73	13,778.27
	Annual	114,233.60	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,324.80	165,339.20
60	Hourly	56.28	57.69	59.12	60.61	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.57	79.51	81.50
	Approx Bi-Wk	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,360.80	6,520.00
	Approx. Mon	9,755.20	9,999.60	10,247.47	10,505.73	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,781.73	14,126.67
	Annual	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,380.80	169,520.00
60T	Hourly	56.28	57.69	59.12	60.61	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.57	79.51	81.50
	Approx Bi-Wk	4,502.40	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,360.80	6,520.00
	Approx. Mon	9,755.20	9,999.60	10,247.47	10,505.73	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,781.73	14,126.67
	Annual	117,062.40	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,380.80	169,520.00
61	Hourly	57.69	59.12	60.61	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.57	79.52	81.50	83.54
	Approx Bi-Wk	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20
	Approx. Mon	9,999.60	10,247.47	10,505.73	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27
	Annual	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20
61T	Hourly	57.69	59.12	60.61	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.57	79.52	81.50	83.54
	Approx Bi-Wk	4,615.20	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20
	Approx. Mon	9,999.60	10,247.47	10,505.73	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27
	Annual	119,995.20	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20
62	Hourly	59.12	60.61	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.57	79.52	81.50	83.54	85.63
	Approx Bi-Wk	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,850.40
	Approx. Mon	10,247.47	10,505.73	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,842.53
	Annual	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,110.40
62T	Hourly	59.12	60.61	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.57	79.52	81.50	83.54	85.63
	Approx Bi-Wk	4,729.60	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,850.40
	Approx. Mon	10,247.47	10,505.73	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,842.53
	Annual	122,969.60	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,110.40
63	Hourly	60.61	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.57	79.52	81.50	83.54	85.63	87.77
	Approx Bi-Wk	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,850.40	7,021.60
	Approx. Mon	10,505.73	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,842.53	15,213.47
	Annual	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,110.40	182,561.60
63T	Hourly	60.61	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.57	79.52	81.50	83.54	85.63	87.77
	Approx Bi-Wk	4,848.80	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,850.40	7,021.60
	Approx. Mon	10,505.73	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,842.53	15,213.47
	Annual	126,068.80	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,110.40	182,561.60
64	Hourly	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.57	79.52	81.50	83.54	85.62	87.76	89.96
	Approx Bi-Wk	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,020.80	7,196.80
	Approx. Mon	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,211.73	15,593.07
	Annual	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,540.80	187,116.80
64T	Hourly	62.13	63.68	65.26	66.88	68.57	70.29	72.04	73.83	75.67	77.57	79.52	81.50	83.54	85.62	87.76	89.96
	Approx Bi-Wk	4,970.40	5,094.40	5,220.80	5,350.40	5,485.60	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,020.80	7,196.80
	Approx. Mon	10,769.20	11,037.87	11,311.73	11,592.53	11,885.47	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,211.73	15,593.07
	Annual	129,230.40	132,454.40	135,740.80	139,110.40	142,625.60	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,540.80	187,116.80
65	Hourly	63.68	65														

CONFIRE MISCELLANOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

[Back to Top](#) 

Eff. 02/24/2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
69T Hourly	70.29	72.04	73.83	75.67	77.57	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51			
Approx Bi-Wk	5,623.20	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80			
Approx. Mon	12,183.60	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73			
Annual	146,203.20	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80			
70 Hourly	72.04	73.83	75.67	77.57	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29	101.78	104.32
Approx Bi-Wk	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20	8,142.40	8,345.60
Approx. Mon	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27	17,641.87	18,082.13
Annual	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40	206,523.20	211,702.40	216,985.60
70T Hourly	72.04	73.83	75.67	77.57	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88			
Approx Bi-Wk	5,763.20	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40			
Approx. Mon	12,486.93	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53			
Annual	149,843.20	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40			
71 Hourly	73.83	75.67	77.57	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29	101.79	104.34	106.95
Approx Bi-Wk	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20	8,143.20	8,347.20	8,556.00
Approx. Mon	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27	17,643.60	18,085.60	18,538.00	18,992.00
Annual	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40	206,523.20	211,723.20	217,027.20	222,456.00
71T Hourly	73.83	75.67	77.57	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29			
Approx Bi-Wk	5,906.40	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20			
Approx. Mon	12,797.20	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27			
Annual	153,566.40	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40	206,523.20			
72 Hourly	75.67	77.57	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29	101.79	104.34	106.95	109.63
Approx Bi-Wk	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20	8,143.20	8,347.20	8,556.00	8,770.40
Approx. Mon	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27	17,643.60	18,085.60	18,538.00	19,002.53
Annual	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40	206,523.20	211,723.20	217,027.20	222,456.00	228,030.40
72T Hourly	75.67	77.57	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29	101.79			
Approx Bi-Wk	6,053.60	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20	8,143.20			
Approx. Mon	13,116.13	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27	17,643.60			
Annual	157,393.60	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40	206,523.20	211,723.20			
73 Hourly	77.57	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29	101.79	104.34	106.94	109.62	112.36
Approx Bi-Wk	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20	8,143.20	8,347.20	8,555.20	8,769.60	8,988.00
Approx. Mon	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27	17,643.60	18,085.60	18,536.27	19,000.80	19,475.73
Annual	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40	206,523.20	211,723.20	217,027.20	222,435.20	228,009.60	233,708.80
73T Hourly	77.57	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29	101.79	104.34			
Approx Bi-Wk	6,205.60	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20	8,143.20	8,347.20			
Approx. Mon	13,445.47	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27	17,643.60	18,085.60			
Annual	161,345.60	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40	206,523.20	211,723.20	217,027.20			
74 Hourly	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29	101.79	104.34	106.94	109.62	112.36	115.16
Approx Bi-Wk	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20	8,143.20	8,347.20	8,555.20	8,769.60	8,988.00	9,212.80
Approx. Mon	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27	17,643.60	18,085.60	18,536.27	19,000.80	19,475.73	19,961.07
Annual	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40	206,523.20	211,723.20	217,027.20	222,435.20	228,009.60	233,708.80	239,532.80
74T Hourly	79.52	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29	101.79	104.34	106.94			
Approx Bi-Wk	6,361.60	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20	8,143.20	8,347.20	8,555.20			
Approx. Mon	13,783.47	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27	17,643.60	18,085.60	18,536.27			
Annual	165,401.60	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40	206,523.20	211,723.20	217,027.20	222,435.20			
Eff. 02/24/2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
75 Hourly	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29	101.79	104.34	106.94	109.62	112.35	115.15	118.03
Approx Bi-Wk	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20	8,143.20	8,347.20	8,555.20	8,769.60	8,988.00	9,212.00	9,442.40
Approx. Mon	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27	17,643.60	18,085.60	18,536.27	19,000.80	19,474.00	19,959.33	20,458.53
Annual	169,520.00	173,763.20	178,089.60	182,582.40	187,158.40	191,796.80	196,580.80	201,510.40	206,523.20	211,723.20	217,027.20	222,435.20	228,009.60	233,688.00	239,512.00	245,502.40
75T Hourly	81.50	83.54	85.62	87.78	89.98	92.21	94.51	96.88	99.29	101.79	104.34	106.94	109.62			
Approx Bi-Wk	6,520.00	6,683.20	6,849.60	7,022.40	7,198.40	7,376.80	7,560.80	7,750.40	7,943.20	8,143.20	8,347.20	8,555.20	8,769.60			
Approx. Mon	14,126.67	14,480.27	14,840.80	15,215.20	15,596.53	15,983.07	16,381.73	16,792.53	17,210.27	17,643.60	18,0					

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMNT UNIT MOU

2024 – 2027

Effective 02/22/2025



Table with columns for Eff. 02/22/2025, Step 1-16, and rows for various years (17-27) and categories (Hourly, Approx Bi-Wk, Approx. Mon, Annual).

CONFIRE MISCELLANOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027



Table with columns for Eff. 02/22/2025, Step 1 through Step 16, and rows for various employee categories (Hourly, Bi-Wk, Mon) and years (28, 28T, 29, 29T, 30, 30T, 31, 31T, 32, 32T, 33, 33T, 34, 34T, 35, 35T, 36, 36T, 37, 37T). Each row contains numerical values representing financial or operational metrics.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027



Eff. 02/22/2025	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
38	Hourly	34.02	34.87	35.74	36.63	37.52	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.06	49.26
	Approx Bi-Wk	2,721.60	2,789.60	2,859.20	2,930.40	3,001.60	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,844.80	3,940.80
	Approx. Mon	5,896.80	6,044.13	6,194.93	6,349.20	6,503.47	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,330.40	8,538.40
	Annual	70,761.60	72,529.60	74,339.20	76,190.40	78,041.60	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,964.80	102,460.80
38T	Hourly	34.02	34.87	35.74	36.63	37.52	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73			
	Approx Bi-Wk	2,721.60	2,789.60	2,859.20	2,930.40	3,001.60	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40			
	Approx. Mon	5,896.80	6,044.13	6,194.93	6,349.20	6,503.47	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53			
	Annual	70,761.60	72,529.60	74,339.20	76,190.40	78,041.60	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40			
39	Hourly	34.87	35.74	36.63	37.52	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.07	49.26	50.49
	Approx Bi-Wk	2,789.60	2,859.20	2,930.40	3,001.60	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60	3,940.80	4,039.20
	Approx. Mon	6,044.13	6,194.93	6,349.20	6,503.47	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13	8,538.40	8,751.60
	Annual	72,529.60	74,339.20	76,190.40	78,041.60	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60	102,460.80	105,019.20
39T	Hourly	34.87	35.74	36.63	37.52	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87			
	Approx Bi-Wk	2,789.60	2,859.20	2,930.40	3,001.60	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60			
	Approx. Mon	6,044.13	6,194.93	6,349.20	6,503.47	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13			
	Annual	72,529.60	74,339.20	76,190.40	78,041.60	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60			
40	Hourly	35.74	36.63	37.52	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.07	49.25	50.49	51.74
	Approx Bi-Wk	2,859.20	2,930.40	3,001.60	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60	3,940.80	4,039.20	4,139.20
	Approx. Mon	6,194.93	6,349.20	6,503.47	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67	8,751.60	8,968.27
	Annual	74,339.20	76,190.40	78,041.60	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00	105,019.20	107,619.20
40T	Hourly	35.74	36.63	37.52	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.07			
	Approx Bi-Wk	2,859.20	2,930.40	3,001.60	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60			
	Approx. Mon	6,194.93	6,349.20	6,503.47	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13			
	Annual	74,339.20	76,190.40	78,041.60	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60			
41	Hourly	36.63	37.52	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.07	49.25	50.50	51.75	53.05
	Approx Bi-Wk	2,930.40	3,001.60	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60	3,940.80	4,040.00	4,140.00	4,244.00
	Approx. Mon	6,349.20	6,503.47	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33	8,970.00	9,195.33
	Annual	76,190.40	78,041.60	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00	107,640.00	110,344.00
41T	Hourly	36.63	37.52	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.07	49.25			
	Approx Bi-Wk	2,930.40	3,001.60	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60	3,940.80			
	Approx. Mon	6,349.20	6,503.47	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67			
	Annual	76,190.40	78,041.60	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00			
42	Hourly	37.52	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.07	49.25	50.50	51.73	53.03	54.35
	Approx Bi-Wk	3,001.60	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60	3,940.80	4,040.00	4,138.40	4,242.40	4,348.00
	Approx. Mon	6,503.47	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,420.67
	Annual	78,041.60	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,048.00
42T	Hourly	37.52	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.07	49.25	50.50			
	Approx Bi-Wk	3,001.60	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60	3,940.80	4,040.00			
	Approx. Mon	6,503.47	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33			
	Annual	78,041.60	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00			
43	Hourly	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.07	49.25	50.50	51.73	53.03	54.36	55.72
	Approx Bi-Wk	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60	3,940.80	4,040.00	4,138.40	4,242.40	4,348.80	4,457.60
	Approx. Mon	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,422.40	9,658.13
	Annual	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,068.80	115,897.60
Eff. 02/22/2025	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
43T	Hourly	38.46	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.07	49.25	50.50	51.73			
	Approx Bi-Wk	3,076.80	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60	3,940.80	4,040.00	4,138.40			
	Approx. Mon	6,666.40	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53			
	Annual	79,996.80	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40			
44	Hourly	39.45	40.42	41.43	42.47	43.53	44.63	45.73	46.87	48.07	49.25	50.50	51.73	53.03	54.37	55.74	57.13
	Approx Bi-Wk	3,156.00	3,233.60	3,314.40	3,397.60	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60	3,940.80	4,040.00	4,138.40	4,242.40	4,349.60	4,459.20	4,570.40
	Approx. Mon	6,838.00	7,006.13	7,181.20	7,361.47	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,661.60	9,902.53
	Annual	82,056.00	84,073.60	86,174.40	88,337.60	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,		

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027



Eff. 02/22/2025	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
48T Hourly	43.53	44.63	45.73	46.87	48.07	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55			
Approx Bi-Wk	3,482.40	3,570.40	3,658.40	3,749.60	3,845.60	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00			
Approx. Mon	7,545.20	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67			
Annual	90,542.40	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00			
49 Hourly	44.63	45.73	46.87	48.07	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50	63.06	64.63
Approx Bi-Wk	3,570.40	3,658.40	3,749.60	3,845.60	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00	5,044.80	5,170.40
Approx. Mon	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00	10,930.40	11,202.53
Annual	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00	131,164.80	134,430.40
49T Hourly	44.63	45.73	46.87	48.07	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01			
Approx Bi-Wk	3,570.40	3,658.40	3,749.60	3,845.60	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80			
Approx. Mon	7,735.87	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73			
Annual	92,830.40	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80			
50 Hourly	45.73	46.87	48.07	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50	63.05	64.62	66.25
Approx Bi-Wk	3,658.40	3,749.60	3,845.60	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00	5,044.00	5,169.60	5,300.00
Approx. Mon	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00	10,928.67	11,200.80	11,483.33
Annual	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00	131,144.00	134,409.60	137,800.00
50T Hourly	45.73	46.87	48.07	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50			
Approx Bi-Wk	3,658.40	3,749.60	3,845.60	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00			
Approx. Mon	7,926.53	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00			
Annual	95,118.40	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00			
51 Hourly	46.87	48.07	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50	63.05	64.63	66.26	67.90
Approx Bi-Wk	3,749.60	3,845.60	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00	5,044.00	5,170.40	5,300.80	5,432.00
Approx. Mon	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00	10,928.67	11,202.53	11,485.07	11,769.33
Annual	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00	131,144.00	134,430.40	137,820.80	141,232.00
51T Hourly	46.87	48.07	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50	63.05			
Approx Bi-Wk	3,749.60	3,845.60	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00	5,044.00			
Approx. Mon	8,124.13	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00	10,928.67			
Annual	97,489.60	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00	131,144.00			
52 Hourly	48.07	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50	63.05	64.63	66.25	67.89	69.60
Approx Bi-Wk	3,845.60	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00	5,044.00	5,170.40	5,300.00	5,431.20	5,568.00
Approx. Mon	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00	10,928.67	11,202.53	11,483.33	11,767.60	12,064.00
Annual	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00	131,144.00	134,430.40	137,800.00	141,211.20	144,768.00
52T Hourly	48.07	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50	63.05	64.63			
Approx Bi-Wk	3,845.60	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00	5,044.00	5,170.40			
Approx. Mon	8,332.13	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00	10,928.67	11,202.53			
Annual	99,985.60	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00	131,144.00	134,430.40			
53 Hourly	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50	63.05	64.63	66.25	67.89	69.59	71.34
Approx Bi-Wk	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00	5,044.00	5,170.40	5,300.00	5,431.20	5,567.20	5,707.20
Approx. Mon	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00	10,928.67	11,202.53	11,483.33	11,767.60	12,062.27	12,365.60
Annual	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00	131,144.00	134,430.40	137,800.00	141,211.20	144,747.20	148,387.20
53T Hourly	49.25	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50	63.05	64.63	66.25			
Approx Bi-Wk	3,940.00	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00	5,044.00	5,170.40	5,300.00			
Approx. Mon	8,536.67	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00	10,928.67	11,202.53	11,483.33			
Annual	102,440.00	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00	131,144.00	134,430.40	137,800.00			
Eff. 02/22/2025	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
54 Hourly	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50	63.05	64.63	66.25	67.89	69.58	71.33	73.11
Approx Bi-Wk	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00	5,044.00	5,170.40	5,300.00	5,431.20	5,566.40	5,706.40	5,848.80
Approx. Mon	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00	10,928.67	11,202.53	11,483.33	11,767.60	12,060.53	12,363.87	12,672.40
Annual	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00	131,144.00	134,430.40	137,800.00	141,211.20	144,726.40	148,366.40	152,068.80
54T Hourly	50.50	51.73	53.03	54.37	55.72	57.14	58.55	60.01	61.50	63.05	64.63	66.25	67.89			
Approx Bi-Wk	4,040.00	4,138.40	4,242.40	4,349.60	4,457.60	4,571.20	4,684.00	4,800.80	4,920.00	5,044.00	5,170.40	5,300.00	5,431.20			
Approx. Mon	8,753.33	8,966.53	9,191.87	9,424.13	9,658.13	9,904.27	10,148.67	10,401.73	10,660.00	10,928.67	11,202.53	11,483.33	11,767.60			
Annual	105,040.00	107,598.40	110,302.40	113,089.60	115,897.60	118,851.20	121,784.00	124,820.80	127,920.00	131,144.00	134,430.40	137,800.00	141,211.20			

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 - 2027

Back to Top ↑

Table with columns: Eff. 02/22/2025, Step 1-16, and rows for employees 59 through 69. Each row includes hourly, bi-weekly, and annual pay data for each step.

CONFIRE MISCELLANOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

Back to Top 

Eff. 02/22/2025	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
69T Hourly	73.12	74.94	76.80	78.72	80.70	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32			
Approx Bi-Wk	5,849.60	5,995.20	6,144.00	6,297.60	6,456.00	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60			
Approx. Mon	12,674.13	12,989.60	13,312.00	13,644.80	13,988.00	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13			
Annual	152,089.60	155,875.20	159,744.00	163,737.60	167,856.00	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60			
70 Hourly	74.94	76.80	78.72	80.70	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29	105.88	108.52
Approx Bi-Wk	5,995.20	6,144.00	6,297.60	6,456.00	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20	8,470.40	8,681.60
Approx. Mon	12,989.60	13,312.00	13,644.80	13,988.00	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60	18,352.53	18,810.13
Annual	155,875.20	159,744.00	163,737.60	167,856.00	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20	214,843.20	220,230.40	225,721.60
70T Hourly	74.94	76.80	78.72	80.70	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79			
Approx Bi-Wk	5,995.20	6,144.00	6,297.60	6,456.00	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20			
Approx. Mon	12,989.60	13,312.00	13,644.80	13,988.00	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27			
Annual	155,875.20	159,744.00	163,737.60	167,856.00	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20			
71 Hourly	76.80	78.72	80.70	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29	105.89	108.54	111.26
Approx Bi-Wk	6,144.00	6,297.60	6,456.00	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20	8,471.20	8,683.20	8,900.80
Approx. Mon	13,312.00	13,644.80	13,988.00	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60	18,354.27	18,813.60	19,285.07
Annual	159,744.00	163,737.60	167,856.00	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20	214,843.20	220,251.20	225,763.20	231,420.80
71T Hourly	76.80	78.72	80.70	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29			
Approx Bi-Wk	6,144.00	6,297.60	6,456.00	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20			
Approx. Mon	13,312.00	13,644.80	13,988.00	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60			
Annual	159,744.00	163,737.60	167,856.00	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20	214,843.20			
72 Hourly	78.72	80.70	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29	105.89	108.54	111.26	114.05
Approx Bi-Wk	6,297.60	6,456.00	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20	8,471.20	8,683.20	8,900.80	9,124.00
Approx. Mon	13,644.80	13,988.00	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60	18,354.27	18,813.60	19,285.07	19,768.67
Annual	163,737.60	167,856.00	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20	214,843.20	220,251.20	225,763.20	231,420.80	237,224.00
72T Hourly	78.72	80.70	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29	105.89			
Approx Bi-Wk	6,297.60	6,456.00	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20	8,471.20			
Approx. Mon	13,644.80	13,988.00	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60	18,354.27			
Annual	163,737.60	167,856.00	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20	214,843.20	220,251.20			
73 Hourly	80.70	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29	105.89	108.54	111.25	114.04	116.89
Approx Bi-Wk	6,456.00	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20	8,471.20	8,683.20	8,900.00	9,123.20	9,351.20
Approx. Mon	13,988.00	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60	18,354.27	18,813.60	19,283.33	19,766.93	20,260.93
Annual	167,856.00	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20	214,843.20	220,251.20	225,763.20	231,400.00	237,203.20	243,131.20
73T Hourly	80.70	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29	105.89	108.54			
Approx Bi-Wk	6,456.00	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20	8,471.20	8,683.20			
Approx. Mon	13,988.00	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60	18,354.27	18,813.60			
Annual	167,856.00	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20	214,843.20	220,251.20	225,763.20			
74 Hourly	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29	105.89	108.54	111.25	114.04	116.89	119.80
Approx Bi-Wk	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20	8,471.20	8,683.20	8,900.00	9,123.20	9,351.20	9,584.00
Approx. Mon	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60	18,354.27	18,813.60	19,283.33	19,766.93	20,260.93	20,765.33
Annual	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20	214,843.20	220,251.20	225,763.20	231,400.00	237,203.20	243,131.20	249,184.00
74T Hourly	82.73	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29	105.89	108.54	111.25			
Approx Bi-Wk	6,618.40	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20	8,471.20	8,683.20	8,900.00			
Approx. Mon	14,339.87	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60	18,354.27	18,813.60	19,283.33			
Annual	172,078.40	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20	214,843.20	220,251.20	225,763.20	231,400.00			
Eff. 02/22/2025	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
75 Hourly	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29	105.89	108.54	111.25	114.04	116.88	119.79	122.79
Approx Bi-Wk	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20	8,471.20	8,683.20	8,900.00	9,123.20	9,350.40	9,583.20	9,823.20
Approx. Mon	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60	18,354.27	18,813.60	19,283.33	19,766.93	20,259.20	20,763.60	21,283.60
Annual	176,363.20	180,772.80	185,265.60	189,924.80	194,708.80	199,534.40	204,505.60	209,643.20	214,843.20	220,251.20	225,763.20	231,400.00	237,203.20	243,110.40	249,163.20	255,403.20
75T Hourly	84.79	86.91	89.07	91.31	93.61	95.93	98.32	100.79	103.29	105.89	108.54	111.25	114.04			
Approx Bi-Wk	6,783.20	6,952.80	7,125.60	7,304.80	7,488.80	7,674.40	7,865.60	8,063.20	8,263.20	8,471.20	8,683.20	8,900.00	9,123.20			
Approx. Mon	14,696.93	15,064.40	15,438.80	15,827.07	16,225.73	16,627.87	17,042.13	17,470.27	17,903.60	18,354.27	18,813.60	19,283.33	19,766.93			
Annual																

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027

Effective 02/21/2026



Table with columns for Eff. 02/21/2026, Step 1 through Step 16, and rows for various employee categories (Hourly, Approx Bi-Wk, Approx. Mon, Annual) for years 17 through 27.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027



Eff. 02/21/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
27T Hourly	26.69	27.37	28.03	28.77	29.43	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92			
Approx Bi-Wk	2,135.20	2,189.60	2,242.40	2,301.60	2,354.40	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60			
Approx. Mon	4,626.27	4,744.13	4,858.53	4,986.80	5,101.20	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13			
Annual	55,515.20	56,929.60	58,302.40	59,841.60	61,214.40	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60			
28 Hourly	27.37	28.03	28.77	29.43	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.68	39.63
Approx Bi-Wk	2,189.60	2,242.40	2,301.60	2,354.40	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40	3,094.40	3,170.40
Approx. Mon	4,744.13	4,858.53	4,986.80	5,101.20	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87	6,704.53	6,869.20
Annual	56,929.60	58,302.40	59,841.60	61,214.40	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40	80,454.40	82,430.40
28T Hourly	27.37	28.03	28.77	29.43	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81			
Approx Bi-Wk	2,189.60	2,242.40	2,301.60	2,354.40	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80			
Approx. Mon	4,744.13	4,858.53	4,986.80	5,101.20	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40			
Annual	56,929.60	58,302.40	59,841.60	61,214.40	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80			
29 Hourly	28.03	28.77	29.43	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.65	39.61	40.61
Approx Bi-Wk	2,242.40	2,301.60	2,354.40	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,248.80
Approx. Mon	4,858.53	4,986.80	5,101.20	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,039.07
Annual	58,302.40	59,841.60	61,214.40	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,468.80
29T Hourly	28.03	28.77	29.43	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73			
Approx Bi-Wk	2,242.40	2,301.60	2,354.40	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40			
Approx. Mon	4,858.53	4,986.80	5,101.20	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87			
Annual	58,302.40	59,841.60	61,214.40	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40			
30 Hourly	28.77	29.43	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.65	39.61	40.62	41.64
Approx Bi-Wk	2,301.60	2,354.40	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,249.60	3,331.20
Approx. Mon	4,986.80	5,101.20	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,040.80	7,217.60
Annual	59,841.60	61,214.40	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,489.60	86,611.20
30T Hourly	28.77	29.43	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.65			
Approx Bi-Wk	2,301.60	2,354.40	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00			
Approx. Mon	4,986.80	5,101.20	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33			
Annual	59,841.60	61,214.40	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00			
31 Hourly	29.43	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.65	39.61	40.63	41.64	42.67
Approx Bi-Wk	2,354.40	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40	3,332.00	3,413.60
Approx. Mon	5,101.20	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53	7,217.60	7,396.13
Annual	61,214.40	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40	86,611.20	88,753.60
31T Hourly	29.43	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.65	39.61			
Approx Bi-Wk	2,354.40	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80			
Approx. Mon	5,101.20	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73			
Annual	61,214.40	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80			
32 Hourly	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.65	39.61	40.63	41.63	42.66	43.72
Approx Bi-Wk	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40	3,412.80	3,497.60
Approx. Mon	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87	7,394.40	7,578.13
Annual	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40	88,732.80	90,937.60
32T Hourly	30.21	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.65	39.61	40.63			
Approx Bi-Wk	2,416.80	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40			
Approx. Mon	5,236.40	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53			
Annual	62,836.80	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40			
Eff. 02/21/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
33 Hourly	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.65	39.61	40.63	41.63	42.67	43.73	44.85
Approx Bi-Wk	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,498.40	3,588.00
Approx. Mon	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,579.87	7,774.00
Annual	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,958.40	93,288.00
33T Hourly	30.97	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.65	39.61	40.63	41.63			
Approx Bi-Wk	2,477.60	2,540.00	2,602.40	2,665.60	2,734.40	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40			
Approx. Mon	5,368.13	5,503.33	5,638.53	5,775.47	5,924.53	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87			
Annual	64,417.60	66,040.00	67,662.40	69,305.60	71,094.40	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40			
34 Hourly	31.75	32.53	33.32	34.18	35.04	35.92	36.81	37.73	38.65	39.61	40.63	41.63	42.67	43.74	44.86	45.97
Approx Bi-Wk	2,540.00	2														

CONFIRE MISCELLANOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027



Eff. 02/21/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
38 Hourly	35.04	35.92	36.81	37.73	38.65	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.50	50.74
Approx Bi-Wk	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.00	4,059.20
Approx. Mon	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,580.00	8,794.93
Annual	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,960.00	105,539.20
38T Hourly	35.04	35.92	36.81	37.73	38.65	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10			
Approx Bi-Wk	2,803.20	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00			
Approx. Mon	6,073.60	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00			
Annual	72,883.20	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00			
39 Hourly	35.92	36.81	37.73	38.65	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.51	50.74	52.00
Approx Bi-Wk	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.00	4,059.20	4,160.00
Approx. Mon	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73	8,794.93	9,013.33
Annual	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,539.20	108,160.00
39T Hourly	35.92	36.81	37.73	38.65	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28			
Approx Bi-Wk	2,873.60	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40			
Approx. Mon	6,226.13	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53			
Annual	74,713.60	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,539.20	108,160.00
40 Hourly	36.81	37.73	38.65	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.51	50.73	52.00	53.29
Approx Bi-Wk	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40	4,160.00	4,263.20
Approx. Mon	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20	9,013.33	9,236.93
Annual	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40	108,160.00	110,843.20
40T Hourly	36.81	37.73	38.65	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.51			
Approx Bi-Wk	2,944.80	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.80			
Approx. Mon	6,380.40	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73			
Annual	76,564.80	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80			
41 Hourly	37.73	38.65	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.51	50.73	52.02	53.30	54.64
Approx Bi-Wk	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60	4,264.00	4,371.20
Approx. Mon	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80	9,238.67	9,470.93
Annual	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60	110,864.00	113,651.20
41T Hourly	37.73	38.65	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.51	50.73			
Approx Bi-Wk	3,018.40	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40			
Approx. Mon	6,539.87	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20			
Annual	78,478.40	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40			
42 Hourly	38.65	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.51	50.73	52.02	53.28	54.62	55.98
Approx Bi-Wk	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,478.40
Approx. Mon	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,703.20
Annual	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,438.40
42T Hourly	38.65	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.51	50.73	52.02			
Approx Bi-Wk	3,092.00	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60			
Approx. Mon	6,699.33	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80			
Annual	80,392.00	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60			
43 Hourly	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.51	50.73	52.02	53.28	54.62	55.99	57.39
Approx Bi-Wk	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,479.20	4,591.20
Approx. Mon	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,704.93	9,947.60
Annual	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,459.20	119,371.20
Eff. 02/21/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
43T Hourly	39.61	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.51	50.73	52.02	53.28			
Approx Bi-Wk	3,168.80	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40			
Approx. Mon	6,865.73	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20			
Annual	82,388.80	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40			
44 Hourly	40.63	41.63	42.67	43.74	44.84	45.97	47.10	48.28	49.51	50.73	52.02	53.28	54.62	56.00	57.41	58.84
Approx Bi-Wk	3,250.40	3,330.40	3,413.60	3,499.20	3,587.20	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,592.80	4,707.20
Approx. Mon	7,042.53	7,215.87	7,396.13	7,581.60	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,951.07	10,198.93
Annual	84,510.40	86,590.40	88,753.60	90,979.20	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,412.80	122,387.20
44T Hourly	40.63	41.63														

CONFIRE MISCELLANEOUS, SUPERVISORS' & MAGNAMENT UNIT MOU

2024 – 2027

[Back to Top](#)

Eff. 02/21/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
48T Hourly	44.84	45.97	47.10	48.28	49.51	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31			
Approx Bi-Wk	3,587.20	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80			
Approx. Mon	7,772.27	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73			
Annual	93,267.20	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80			
49 Hourly	45.97	47.10	48.28	49.51	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35	64.95	66.57
Approx Bi-Wk	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00	5,196.00	5,325.60
Approx. Mon	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67	11,258.00	11,538.80
Annual	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00	135,096.00	138,465.60
49T Hourly	45.97	47.10	48.28	49.51	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81			
Approx Bi-Wk	3,677.60	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80			
Approx. Mon	7,968.13	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73			
Annual	95,617.60	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80			
50 Hourly	47.10	48.28	49.51	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35	64.94	66.56	68.24
Approx Bi-Wk	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20	5,324.80	5,459.20
Approx. Mon	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27	11,537.07	11,828.27
Annual	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20	138,444.80	141,939.20
50T Hourly	47.10	48.28	49.51	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35			
Approx Bi-Wk	3,768.00	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00			
Approx. Mon	8,164.00	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67			
Annual	97,968.00	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00			
51 Hourly	48.28	49.51	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35	64.94	66.57	68.25	69.94
Approx Bi-Wk	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,595.20
Approx. Mon	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,122.93
Annual	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60	141,960.00	145,475.20
51T Hourly	48.28	49.51	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35	64.94			
Approx Bi-Wk	3,862.40	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20			
Approx. Mon	8,368.53	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27			
Annual	100,422.40	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20			
52 Hourly	49.51	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35	64.94	66.57	68.24	69.93	71.69
Approx Bi-Wk	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,735.20
Approx. Mon	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,426.27
Annual	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,115.20
52T Hourly	49.51	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35	64.94	66.57			
Approx Bi-Wk	3,960.80	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60			
Approx. Mon	8,581.73	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80			
Annual	102,980.80	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60			
53 Hourly	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35	64.94	66.57	68.24	69.93	71.68	73.48
Approx Bi-Wk	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,734.40	5,878.40
Approx. Mon	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,424.53	12,736.53
Annual	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,094.40	152,838.40
53T Hourly	50.73	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35	64.94	66.57	68.24			
Approx Bi-Wk	4,058.40	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20			
Approx. Mon	8,793.20	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27			
Annual	105,518.40	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20			
Eff. 02/21/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
54 Hourly	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35	64.94	66.57	68.24	69.93	71.67	73.47	75.30
Approx Bi-Wk	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,877.60	6,024.00
Approx. Mon	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,734.80	13,052.00
Annual	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,817.60	156,624.00
54T Hourly	52.02	53.28	54.62	56.00	57.39	58.85	60.31	61.81	63.35	64.94	66.57	68.24	69.93			
Approx Bi-Wk	4,161.60	4,262.40	4,369.60	4,480.00	4,591.20	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40			
Approx. Mon	9,016.80	9,235.20	9,467.47	9,706.67	9,947.60	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20			
Annual	108,201.60	110,822.40	113,609.60	116,480.00	119,371.20	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40			
55 Hourly	53.28	54.62	56.00	57.39	58.85	60.31	61.81									

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027



Eff. 02/21/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
59 Hourly	58.85	60.31	61.81	63.35	64.94	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.11	85.17
Approx Bi-Wk	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,648.80	6,813.60
Approx. Mon	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,405.73	14,762.80
Annual	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80	177,153.60
59T Hourly	58.85	60.31	61.81	63.35	64.94	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10			
Approx Bi-Wk	4,708.00	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00			
Approx. Mon	10,200.67	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67			
Annual	122,408.00	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00			
60 Hourly	60.31	61.81	63.35	64.94	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12	85.20	87.33
Approx Bi-Wk	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.00	6,986.40
Approx. Mon	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,768.00	15,137.20
Annual	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80	177,153.60	181,464.00
60T Hourly	60.31	61.81	63.35	64.94	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08			
Approx Bi-Wk	4,824.80	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40			
Approx. Mon	10,453.73	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87			
Annual	125,444.80	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40			
61 Hourly	61.81	63.35	64.94	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12	85.21	87.33	89.52
Approx Bi-Wk	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.00	6,986.40	7,161.60
Approx. Mon	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80
Annual	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80	177,153.60	181,464.00	185,779.20
61T Hourly	61.81	63.35	64.94	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12			
Approx Bi-Wk	4,944.80	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60			
Approx. Mon	10,713.73	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47			
Annual	128,564.80	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80			
62 Hourly	63.35	64.94	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.75
Approx Bi-Wk	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.00	6,986.40	7,161.60	7,340.00
Approx. Mon	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,903.33
Annual	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80	177,153.60	181,464.00	185,779.20	190,090.00
62T Hourly	63.35	64.94	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12	85.21			
Approx Bi-Wk	5,068.00	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.00			
Approx. Mon	10,980.67	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73			
Annual	131,768.00	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80	177,153.60			
63 Hourly	64.94	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.75	94.04
Approx Bi-Wk	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.00	6,986.40	7,161.60	7,340.00	7,523.20
Approx. Mon	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,903.33	16,300.27
Annual	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80	177,153.60	181,464.00	185,779.20	190,090.00	194,405.00
63T Hourly	64.94	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12	85.21	87.33			
Approx Bi-Wk	5,195.20	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.00	6,986.40			
Approx. Mon	11,256.27	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20			
Annual	135,075.20	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80	177,153.60	181,464.00			
64 Hourly	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.03	96.40
Approx Bi-Wk	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.00	6,986.40	7,161.60	7,339.20	7,522.40	7,712.00
Approx. Mon	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,292.00	16,688.00
Annual	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80	177,153.60	181,464.00	185,779.20	190,090.00	194,405.00	198,720.00
Eff. 02/21/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
64T Hourly	66.57	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12	85.21	87.33	89.52			
Approx Bi-Wk	5,325.60	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.00	6,986.40	7,161.60			
Approx. Mon	11,538.80	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80			
Annual	138,465.60	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80	177,153.60	181,464.00	185,779.20			
65 Hourly	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.82
Approx Bi-Wk	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.00	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,905.60
Approx. Mon	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,128.80
Annual	141,939.20	145,454.40	149,073.60	152,838.40	156,644.80	160,555.20	164,528.00	168,646.40	172,868.80	177,153.60	181,464.00	185,779.20	190,090.00	194,405.00	198,720.00	203,035.00
65T Hourly	68.24	69.93	71.67	73.48	75.31	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.74			
Approx Bi-Wk	5,459.20	5,594.40	5,733.60	5,878.40	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.00	6,986.40	7,161.60	7,339.20			
Approx. Mon	11,828.27	12,121.20	12,422.80	12,736.53	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60			
Annual	141,939.20	145,454.40</														

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027



Eff. 02/21/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
69T Hourly	75.31	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27			
Approx Bi-Wk	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60			
Approx. Mon	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47			
Annual	156,644.80	160,555.20	164,528.00	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60			
70 Hourly	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.06	111.78
Approx Bi-Wk	6,175.20	6,328.00	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,724.80	8,942.40
Approx. Mon	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,375.20
Annual	160,555.20	164,528.00	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,844.80	232,502.40
70T Hourly	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81			
Approx Bi-Wk	6,175.20	6,328.00	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80			
Approx. Mon	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73			
Annual	160,555.20	164,528.00	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80			
71 Hourly	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.60
Approx Bi-Wk	6,328.00	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,168.00
Approx. Mon	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,864.00
Annual	164,528.00	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,368.00
71T Hourly	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39			
Approx Bi-Wk	6,328.00	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20			
Approx. Mon	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93			
Annual	164,528.00	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,368.00
72 Hourly	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.60	117.47
Approx Bi-Wk	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,168.00	9,397.60
Approx. Mon	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,864.00	20,361.47
Annual	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,368.00	244,337.60
72T Hourly	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07			
Approx Bi-Wk	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60			
Approx. Mon	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47			
Annual	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60			
73 Hourly	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.59	117.46	120.40
Approx Bi-Wk	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,167.20	9,396.80	9,632.00
Approx. Mon	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,862.27	20,359.73	20,869.33
Annual	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,347.20	244,316.80	250,432.00
73T Hourly	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80			
Approx Bi-Wk	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00			
Approx. Mon	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67			
Annual	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00			
74 Hourly	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.59	117.46	120.40	123.39
Approx Bi-Wk	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,167.20	9,396.80	9,632.00	9,871.20
Approx. Mon	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,862.27	20,359.73	20,869.33	21,387.60
Annual	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,347.20	244,316.80	250,432.00	256,651.20
74T Hourly	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.59			
Approx Bi-Wk	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,167.20			
Approx. Mon	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,862.27			
Annual	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,347.20			
Eff. 02/21/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
75 Hourly	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.59	117.46	120.39	123.38	126.47
Approx Bi-Wk	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,167.20	9,396.80	9,631.20	9,870.40	10,117.60
Approx. Mon	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,862.27	20,359.73	20,867.60	21,385.87	21,921.47
Annual	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,347.20	244,316.80	250,411.20	256,630.40	263,057.60
75T Hourly	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.59	117.46			
Approx Bi-Wk	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,167.20	9,396.80			
Approx. Mon	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,862.27	20,359.73			

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027

Effective 07/25/2026

Back to Top ↑

Table with columns: Eff. 07/25/2026, Step 1-17, and rows for various employee categories (Hourly, Approx. Bi-Wk, Approx. Mon, Annual) for each step.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027



Table with columns for Eff. 07/25/2026, Step 1 through Step 16, and rows for various employee categories (Hourly, Approx Bi-Wk, Approx. Mon, Annual) across different years (27T, 28, 28T, 29, 29T, 30, 30T, 31, 31T, 32, 32T, 33, 33T, 34, 34T, 35, 35T, 36, 36T, 37, 37T).

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027



Table with columns for Eff. 07/25/2026, Step 1 through Step 16, and rows for various employee categories (Hourly, Approx. Bi-Wk, Approx. Mon, Annual) for years 38, 38T, 39, 39T, 40, 40T, 41, 41T, 42, 42T, 43, 43T, 44, 44T, 45, 45T, 46, 46T, 47, 47T, 48, 48T. Each cell contains a numerical value representing a cost or amount.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027



Table with columns for Eff. 07/25/2026, Step 1 through Step 17, and rows for various hourly and weekly rates (e.g., 48T, 49, 49T, 50, 50T, 51, 51T, 52, 52T, 53, 53T, 54, 54T, 55, 55T, 56, 56T, 57, 57T, 58, 58T) across 17 steps.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGMENT UNIT MOU

2024 – 2027



Table with 17 columns (Eff. 07/25/2026, Step 1-17) and multiple rows (59-69) for each step, containing numerical data for various categories like Hourly, Approx Bi-Wk, and Annual.

CONFIRE MISCELLANEOUS, SUPERVISORS' & MANAGEMENT UNIT MOU

2024 – 2027



Eff. 07/25/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
69T Hourly	75.31	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27				
Approx Bi-Wk	6,024.80	6,175.20	6,328.00	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60				
Approx. Mon	13,053.73	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47				
Annual	156,644.80	160,555.20	164,528.00	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60				
70 Hourly	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.06	111.78	114.57
Approx Bi-Wk	6,175.20	6,328.00	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,724.80	8,942.40	9,165.60
Approx. Mon	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,903.73	19,375.20	19,858.80
Annual	160,555.20	164,528.00	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,844.80	232,502.40	238,305.60
70T Hourly	77.19	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81				
Approx Bi-Wk	6,175.20	6,328.00	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80				
Approx. Mon	13,379.60	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73				
Annual	160,555.20	164,528.00	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80				
71 Hourly	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.60	117.47
Approx Bi-Wk	6,328.00	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,168.00	9,397.60
Approx. Mon	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,864.00	20,361.47
Annual	164,528.00	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,368.00	244,337.60
71T Hourly	79.10	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39				
Approx Bi-Wk	6,328.00	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20				
Approx. Mon	13,710.67	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93				
Annual	164,528.00	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20				
72 Hourly	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.60	117.47	120.41
Approx Bi-Wk	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,168.00	9,397.60	9,632.80
Approx. Mon	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,864.00	20,361.47	20,871.07
Annual	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,368.00	244,337.60	250,452.80
72T Hourly	81.08	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07				
Approx Bi-Wk	6,486.40	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60				
Approx. Mon	14,053.87	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47				
Annual	168,646.40	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60				
73 Hourly	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.59	117.46	120.40	123.41
Approx Bi-Wk	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,167.20	9,396.80	9,632.00	9,872.80
Approx. Mon	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,862.27	20,359.73	20,869.33	21,391.07
Annual	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,347.20	244,316.80	250,432.00	256,692.80
73T Hourly	83.12	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80				
Approx Bi-Wk	6,649.60	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00				
Approx. Mon	14,407.47	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67				
Annual	172,889.60	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00				
74 Hourly	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.59	117.46	120.40	123.39	126.47
Approx Bi-Wk	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,167.20	9,396.80	9,632.00	9,871.20	10,117.60
Approx. Mon	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,862.27	20,359.73	20,869.33	21,387.60	21,921.47
Annual	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,347.20	244,316.80	250,432.00	256,651.20	263,057.60
74T Hourly	85.21	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.59				
Approx Bi-Wk	6,816.80	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,167.20				
Approx. Mon	14,769.73	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,862.27				
Annual	177,236.80	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,347.20				
Eff. 07/25/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 16
75 Hourly	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.59	117.46	120.39	123.38	126.47	129.63
Approx Bi-Wk	6,986.40	7,161.60	7,339.20	7,524.00	7,713.60	7,904.80	8,101.60	8,304.80	8,511.20	8,725.60	8,944.00	9,167.20	9,396.80	9,631.20	9,870.40	10,117.60	10,370.40
Approx. Mon	15,137.20	15,516.80	15,901.60	16,302.00	16,712.80	17,127.07	17,553.47	17,993.73	18,440.93	18,905.47	19,378.67	19,862.27	20,359.73	20,867.60	21,385.87	21,921.47	22,469.20
Annual	181,646.40	186,201.60	190,819.20	195,624.00	200,553.60	205,524.80	210,641.60	215,924.80	221,291.20	226,865.60	232,544.00	238,347.20	244,316.80	250,411.20	256,630.40	263,057.60	269,630.40
75T Hourly	87.33	89.52	91.74	94.05	96.42	98.81	101.27	103.81	106.39	109.07	111.80	114.59					

**CONFIRE****STAFF REPORT****DATE: February 28, 2024****FROM: Nathan Cooke
Interim Director****TO: Administrative Committee**

SUBJECT: CONFIRE Annual Charges Sub-Committee

Recommendation

It is recommended that the CONFIRE Administrative Committee appoint an ad hoc sub-committee, that includes members of the CONFIRE Administrative Committee and CONFIRE Staff, to discuss and explore options related to the possibility of establishing a policy that compliments and brings clarity to the CONFIRE JPA Agreement pertaining to the Fiscal Contributions section, and how our member/contract agencies are charged for incidents and other related services.

It is recommended that the sub-committee appoint a chairperson and be referred to as the CONFIRE Annual Charges Sub-Committee.

Background Information

CONFIRE's JPA Agreement was codified on September 21, 1990 and last updated on April 12, 2021. The CONFIRE Joint Powers Agreement established the Fiscal Contributions section which codifies how member and contract agencies are charged for Dispatch and Dispatch- Related Services, Additional Services, and Other Costs and Expenses.

After lengthy research and discussions by CONFIRE Staff and the Administrative Committee, it appears that CONFIRE needs further clarification and interpretation pertaining to the Fiscal Contributions Section of the JPA Agreement, so that we can ensure that all dispatch related services are being accounted for from a fiscal perspective.

Fiscal Impact

There is no fiscal impact.

**CONFIRE****STAFF REPORT****DATE: February 28, 2024****FROM: Nathan Cooke, Interim Director****TO: Administrative Committee**

SUBJECT: EMS Division Logo

RECOMMENDATION

It is recommended that the CONFIRE Administrative Committee adopt and approve the attached logo for use for the CONFIRE EMS Division.

BACKGROUND

The County of San Bernardino awarded CONFIRE the ground ambulance contract on Dec 5, 2023. The award was based on CONFIRE's response to the County's Request for Proposal (RFP).

Prior to the submission of the RFP by CONFIRE, the CONFIRE RFP Team developed and selected a logo for the EMS Division. The logo's robust development process included input from stakeholders that included member and contract agencies, local city officials, labor groups, and Priority Ambulance. As a result, the EMS logo was used throughout the RFP response and likely played a role in the County awarding the ambulance contract to CONFIRE.

As such, the logo should become the official CONFIRE EMS Division logo.

FINANCIAL IMPACT

There is no fiscal impact.

