



**JOINT MEETING OF THE CONFIRE BOARD OF DIRECTORS  
AND  
ADMINISTRATIVE COMMITTEE  
TUESDAY, APRIL 30, 2024 – 1:00 PM  
LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA**

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**AGENDA**

The Joint Meeting of the CONFIRE Board of Directors and Administrative Committee is scheduled for Tuesday, April 30, 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](mailto: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.

## **BOARD OF DIRECTORS CONSENT ITEMS**

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

1. Approve the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee Minutes of February 28, 2024
2. CONFIRE Operations Statement as of March 31, 2024
3. Fund Balance Report as of March 31, 2024
4. YTD Call Summary
5. YTD Answer Times
6. Billable Incidents
7. Call Processing Time Analysis - March 2024
8. EMD-ECNS Performance Standards - March 2024

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

- a. Organizational Structure - ORG Chart
- b. Clerk of the Board Appointment
- c. Introduction of new Finance/Administration Director - Damian Parsons
- d. Search Committee Update - Chief Park
- e. Ground Ambulance Contract Update
- f. Valley Dispatch Center Update

## **NEW BUSINESS**

9. FY 23/24 Fund Balance True Up - **ACTION ITEM**

[10.](#) Additional Position - Information Systems Analyst - III- **ACTION ITEM**

[11.](#) FY 24/25 Budget Adoption - **ACTION ITEM**

#### **CLOSED SESSION**

12. Personnel Matter - Public Employment Government Code section 54957(b)(1):  
Title: Executive Director

13. Review and update anticipated Litigation - Significant exposure to litigation -  
Government Code section 54956.9(d): AMR Lawsuit

#### **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.

[14.](#) Approve the Administrative Committee Minutes of March 26, 2024

[15.](#) CONFIRE Operations Statement as of March 31, 2024

[16.](#) Fund Balance Report as of March 31, 2024

[17.](#) YTD Call Summary

[18.](#) YTD Answer Times

[19.](#) Billable Incidents

[20.](#) Call Processing Time Analysis - March 2024

[21.](#) EMD-ECNS Performance Standards - March 2024

[22.](#) Consultant Agreement - Viewpoint Advocacy

[23.](#) Ambulance Branding

[24.](#) Cyber Security Awareness Assessment Policy

[25.](#) Contract Renewals - Big Bear, Montclair, Needles, County Road Dept., Running Springs,  
and San Manuel

[26.](#) Victorville Fire Department Administrative Committee Members

#### **DIRECTOR REPORT**

a. Staffing Update







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

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**MINUTES**

**ROLL CALL**

**BOARD OF DIRECTORS:**

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

**ADMINISTRATIVE COMMITTEE MEMBERS:**

Chair – Chief Dan Harker, Loma Linda Fire Department  
Vice-Chair – Chief Rich Sessler, Redlands Fire Department  
Chief Buddy Peratt, Apple Valley Fire Protection District  
Chief Dave Williams, Chino Valley Fire District  
Chief Tim McHargue, Colton Fire Department  
Captain Mike Leal, Rancho Cucamonga Fire Department  
Chief Brian Park, Rialto Fire Department  
Chief Jim Topoleski, San Bernardino County Fire  
Chief Bobby Clemmer, Victorville Fire Department

**CALL TO ORDER**

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

**PUBLIC COMMENT**

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

## INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

*No conflicts were announced.*

## 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

*\*No Reportable action from Closed Session.*

## 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

**ACTION REQUEST:** The Administrative Committee requests the Board accept and approve consent items 3 thru 12.

**ACTION:** *The CONFIRE Board of Directors accepts and approves consent items 3 thru 12.*

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

**Second:** *Phill Dupper*

*Lynne Kennedy – Yes*

*Phil Dupper - Yes*

*Dan Leary – Absent*

*Mike Kreeger - Yes*

*John Echevarria – Yes*

*Denise Davis – Yes*  
*Andy Carrizales – Absent*  
*Joe Baca, Jr. - Yes*  
*Elizabeth Becerra - Yes*

**Ayes: 7**

**Noes: 0**

**Abstain: 0**

**Absent: 2**

**Motion Approved**

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

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

## **OLD BUSINESS**

## **NEW BUSINESS**

### 13. Additional Positions – **ACTION ITEM**

**ACTION REQUEST:** The Administrative Committee requests the CONFIRE Board of Directors approve the addition of (2) full-time positions to CONFIRE: Payroll Specialist and Human Resources Analyst – I. The fiscal impact of the (2) additional positions will be approximately \$253,053 annually.

**ACTION:** *The CONFIRE Board of Directors approves the addition of (1) full-time Payroll Specialist and (1) full-time Human Resources Analyst-I, with the fiscal impact of approximately \$253,053 annually, as presented.*

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

**Second:** *Phill Dupper*

*Lynne Kennedy – Yes*

*Phil Dupper - Yes*

*Dan Leary – Absent*

*Mike Kreeger - Yes*

*John Echevarria – Yes*

*Denise Davis – Yes*

*Andy Carrizales – Absent*

*Joe Baca, Jr. - Yes*

*Elizabeth Becerra - Yes*

**Ayes: 7**

**Noes: 0**

**Abstain: 0**

**Absent: 2**

**Motion Approved**

14. Mid-Year Budget Adjustment – **ACTION ITEM**

**ACTION REQUEST:** The Administrative Committee requests the CONFIRE Board of Directors approve the FY23-24 Mid-Year Budget Adjustment, Personnel and Appropriations Requests as presented.

**ACTION:** *The CONFIRE Board of Directors accepts and approves the FY23-24 Mid-Year Budget Adjustment, Personnel and Appropriations Requests as presented.*

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

**Second:** *Phill Dupper*

*Lynne Kennedy – Yes*

*Phil Dupper - Yes*

*Dan Leary – Absent*

*Mike Kreeger - Yes*

*John Echevarria – Yes*

*Denise Davis – Yes*

*Andy Carrizales – Absent*

*Joe Baca, Jr. - Yes*

*Elizabeth Becerra - Yes*

**Ayes: 7**

**Noes: 0**

**Abstain: 0**

**Absent: 2**

**Motion Approved**

15. Director Spending Authority - **ACTION ITEM**

**ACTION REQUEST:** The CONFIRE Administrative Committee requests the CONFIRE Board of Directors 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 Board of Directors.

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

**ACTION:** *The CONFIRE Board of Directors approves increasing the spending authority of the Director to \$500,000, temporarily until January 1, 2025, for expenditures related to the County Ground Ambulance Contract, which was previously approved by the Board of Directors.*

**Motion by:** *John Echevarria*

**Second:** *Phill Dupper*

*Lynne Kennedy – Yes*

*Phil Dupper - Yes*

*Dan Leary – Absent*

*Mike Kreeger - Yes*

*John Echevarria – Yes*

*Denise Davis – Yes*

*Andy Carrizales – Absent*

*Joe Baca, Jr. - Yes*

*Elizabeth Becerra - Yes*

**Ayes:** 7

**Noes:** 0

**Abstain:** 0

**Absent:** 2

**Motion Approved**

16. Executive Director Search Committee – Request to appoint (2) Members of the Board to serve on the Executive Director selection interview panel – **ACTION ITEM**

**ACTION REQUEST:** The Administrative Committee requests the Board appoint (2) Members of the Board to serve on the Executive Director selection interview panel.

**ACTION:** *The CONFIRE Board of Directors appoints Elizabeth Becerra and Lynne Kennedy to serve on the Executive Director selection interview panel.*

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

**Second:** *Phill Dupper*

*Lynne Kennedy – Yes*

*Phil Dupper - Yes*

*Dan Leary – Absent*

*Mike Kreeger - Yes*

*John Echevarria – Yes*

*Denise Davis – Yes*

*Andy Carrizales – Absent*

*Joe Baca, Jr. - Yes*

*Elizabeth Becerra - Yes*

**Ayes:** 7

**Noes:** 0

**Abstain:** 0

**Absent:** 2

**Motion Approved**

17. Election of Officers – **ACTION ITEM**

**ACTION REQUEST:** Section 12 of the Joint Powers Agreement requires that the Board elect officers (Chair-Vice Chair) each year.

**ACTION:** *The CONFIRE Board of Directors elects Lynne Kennedy to serve as Chair and Phill Dupper to serve as Vice-Chair for the term of 1 year.*

**Motion by:** *Elizabeth Becerra*

**Second:** *Phill Dupper*

*Lynne Kennedy – Yes*

*Phil Dupper - Yes*

*Dan Leary – Absent*

*Mike Kreeger - Yes*

*John Echevarria – Yes*

*Denise Davis – Yes*

*Andy Carrizales – Absent*

*Joe Baca, Jr. - Yes*

*Elizabeth Becerra - Yes*

**Ayes:** 7

**Noes:** 0

**Abstain:** 0

**Absent:** 2

**Motion Approved**

#### **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. EMD-ECNS Performance Standards – January 2024

25. Revised CAD to CAD Agency Agreements
26. ICEMA Transport Provider Agreement
27. City of Redlands Agreement
28. Correction to Cisco Meraki Advance Security License Staff Report of 10/24/23

*Motion to accept all items on Consent.*

**Motion by:** *Chief Tim McHargue*

**Second by:** *Chief Dave Williams*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

## DIRECTOR REPORT

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

## COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates – Blessing Ugbo  
*Blessing reported out on the Phishing Threats Assessment. Most users demonstrated a satisfactory level of awareness, however, a notable number of users exhibited behavior that led to clicking on phishing emails, posing a potential security risk to our organization. He recommends target training, simulation refinement and continuous awareness campaigns. He will meet with each agency to delve deeper into the findings and develop a training strategy.*
- b. Ops Chief Committee Report – Chief Jeremy Ault  
*No updates to report.*
- c. CAD to CAD – Mike Bell
  - *Initial meeting with Ontario to get effort started*
  - *Technical issues with CAL Fire impacting progress with integration*
  - *City of Riverside reached out after attending Chino demo*

- *Doing demo in LA County at CAL NENA conference on March 6<sup>th</sup>*
- d. EMS Subsidiary Committee Update – Chief Joe Barna
  - *Committee overview and purpose*
  - *Meeting attendance*
  - *Paramedic School support*
  - *Successful movement of EMS Subsidiary Committee action items to Administrative Committee for review/action.*
- e. Search Committee Update – Chief Brian Park
  - *Suggested interview panel is to consist of 1 Board Member, 2 Chiefs and 2 Stake Holders*
  - *Current panel has Chief Brian Park, Chief Buddy Peratt, Chief Mike McCliman and Chief Washington.*
  - *Chief Tim McHargue and Chief Willie Racowski expressed interest and will be alternates*
  - *Stake Holders would be from Hospitals, IEHP etc.*

## OLD BUSINESS

## NEW BUSINESS

### 29. CVIFD Agreement for Nathan Cooke – **ACTION ITEM**

*Motion to 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. This would cover the term from 1/1/24 through 6/30/24.*

**Motion by:** *Chief Tim McHargue*

**Second by:** *Chief Buddy Peratt*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

### 30. CVIFD Agreement for Dean Smith – **ACTION ITEM**

*Motion to 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. This agreement is not to exceed the sum of \$389,514 for the Initial Term through January 1, 2025. The funds will be paid out of the EMS Division (5020) account.*

**Motion by:** *Chief Tim McHargue*



**Second by:** *Chief Buddy Peratt*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

31. CVIFD Agreement for Leslie Parham – **ACTION ITEM**

*Motion to 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. This agreement will commence on February 8, 2024, and be in effect until August 7, 2024, with an option to extend for another 6 months, until February 7, 2025.*

**Motion by:** *Chief Tim McHargue*

**Second by:** *Chief Buddy Peratt*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

32. AP Triton Agreement – **ACTION ITEM**

*Motion to 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. The cost for the agreement with AP Triton LLC for the mentioned services, are not to exceed \$152,000. The funding will be allocated from the EMS Fund (5020)*

**Motion by:** *Chief Rich Sessler*

**Second by:** *Chief Dave Williams*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

33. Teamster's MOU – Nathan Cooke – **ACTION ITEM**

*Motion to approve the Memorandum of Understanding (MOU) between CONFIRE and Teamsters Local 1932.*

**Motion by:** *Chief Dave Williams*

**Second by:** *Chief Tim McHargue*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

34. Establish the Annual Charges Subsidiary Committee – **ACTION ITEM**

*It is recommended that the CONFIRE Administrative Committee appoint an 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.*

***Motion to appoint Tim McHargue, Buddy Peratt and Bertral Washington to the Annual Charges Subsidiary Committee. Chief Buddy Peratt to serve as Chair.***

**Motion by:** *Chief Tim McHargue*

**Second by:** *Chief Dave Williams*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

35. EMS Division Logo – Nathan Cooke – **ACTION ITEM**

***Motion to adopt and approve the CONFIRE EMS Division Logo as presented.***

**Motion by:** *Chief Buddy Peratt*

**Second by:** *Chief Rich Sessler*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

**ROUND TABLE**

**CLOSED SESSION**

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

*The Administrative Committee came out of closed session at 4:08 p.m.  
No reportable action from closed session.*

**ADJOURNMENT**

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

*The meeting adjourned at 4:09 p.m.*

**Upcoming Meetings:** CONFIRE Board of Directors - to be determined.  
CONFIRE Administrative Committee – March 26, 2024, at 1:30 p.m.

    /s/ Liz Berry      
**Liz Berry**  
**Administrative Secretary I**



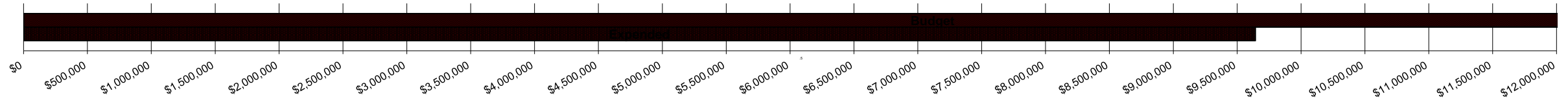
**OPERATIONS FUND 5008**  
**Audited MONTHLY SUMMARY FY 2023-24**

Transactions thru March 31, 2024

Item 2.

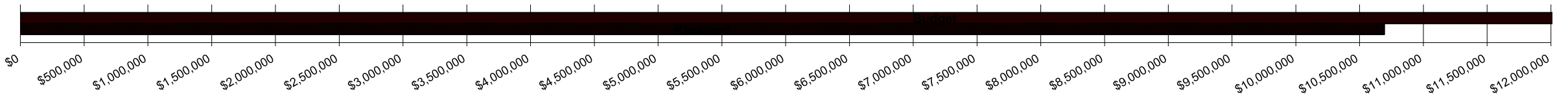
Expenditures	3 PP												Total YTD Expended	2023/24 Budget	Bud - Exp Difference	% Used
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June				
Salary/Benefits	603,081	499,711	578,886	653,923	856,459	595,259	569,706	344,081	563,352	-	-	-	5,264,459	8,638,592	\$3,374,133	60.9%
Overtime/Call Back	32,907	27,470	29,306	29,115	41,389	29,258	28,476	28,977	27,528	-	-	-	274,427	46,000	-\$228,427	596.6%
Phone/Circuits/Internet	16,340	31,491	40,356	35,047	34,404	35,143	41,955	26,288	54,023	-	-	-	315,047	450,337	\$135,290	70.0%
County IS/Data Services/Counsel	12,596	(3,443)	3,407	4,008	1,603	1,218	2,054	6,538	1,505	-	-	-	29,486	61,926	\$32,440	47.6%
Radio/Pager, Console Maint	-	46,538	41,673	41,701	41,701	42,357	43,108	39,616	44,594	-	-	-	341,288	534,989	\$193,701	63.8%
Computer Software	53,355	1,193,865	44,997	21,357	8,484	398,062	417,700	3,504	(9,156)	-	-	-	2,132,167	2,379,133	\$246,966	89.6%
Computer Hardware	-	96	744	8,547	186	(8,553)	119	323	1,314	-	-	-	2,775	15,250	\$12,475	18.2%
Office Exp/Copier Lease	3,126	7,624	2,338	4,347	6,451	4,801	7,164	11,754	6,746	-	-	-	54,351	111,795	\$57,444	48.6%
Insurance/Auditing	128,891	12,535	-	27,864	12,000	2,163	8,792	(5,855)	-	-	-	-	186,390	188,997	\$2,607	98.6%
Payroll/HR/Medical Director	4,917	72,091	46,583	31,657	23,585	18,939	36,357	474,440	185,003	-	-	-	893,573	1,398,230	\$504,658	63.9%
Travel/Training	3,549	(1,158)	3,446	684	845	2,697	1,204	165	2,708	-	-	-	14,139	95,000	\$80,861	14.9%
Auto/Structure/Fuel	-	1,388	1,582	1,555	1,474	1,872	1,776	1,506	1,271	-	-	-	12,425	59,232	\$46,807	21.0%
Other/HDGC Rent/Equip Trans	15,510	8,620	14,134	14,523	27,646	1,864	14,547	13,456	11,751	-	-	-	122,051	251,035	\$128,984	48.6%
<b>Total</b>	<b>874,271</b>	<b>1,896,828</b>	<b>807,452</b>	<b>874,329</b>	<b>1,056,227</b>	<b>1,125,080</b>	<b>1,172,956</b>	<b>944,795</b>	<b>890,640</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,642,578</b>	<b>14,230,516</b>	<b>\$4,587,939</b>	<b>67.8%</b>

**% Fiscal Year Passed 75.0%**



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	3,534,918	(6,431)	-	-	-	10,498,408	14,255,214	\$3,756,806	74%
Interest	37,546	(37,546)	-	38,217	-	-	39,707	-	-	-	-	-	77,924	-	(\$77,924)	
Other	-	103,433	-	14,179	-	-	-	-	-	-	-	-	117,611	81,522	(\$36,089)	
<b>Total</b>	<b>37,546</b>	<b>3,532,244</b>	<b>-</b>	<b>52,396</b>	<b>3,503,537</b>	<b>-</b>	<b>39,733</b>	<b>3,534,918</b>	<b>(6,431)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,693,944</b>	<b>14,336,736</b>	<b>\$3,642,792</b>	<b>75%</b>

**% Fiscal Year Passed 75.0%**





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

**Operations Fund (5008)**

Audited Fund Balance 7/1/23		\$	3,906,214
Revenue	10,693,944		
Expenditures	(9,642,578)		
	Net		1,051,366
<b>Total Fund Balance</b>		<b>\$</b>	<b>4,957,580</b>

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

**Equipment Reserve Fund (5009)**

Audited Fund Balance 7/1/23		\$	2,329,317
Revenue	534,688		
Expenditures	(761,055)		
	Net		(226,367)
<b>Total Fund Balance</b>		<b>\$</b>	<b>2,102,950</b>

**General Reserve Fund (5010)**

Audited Fund Balance 7/1/23		\$	6,450,620
Revenue	703,670		
Expenditures	(691,672)		
Grant Funds Due to CAD to CAD	-		
	Net		11,998
<b>Total Fund Balance</b>		<b>\$</b>	<b>6,462,617.77</b>

**Restricted Fund Balance**

Reserve for CIP	(3,000,000)		
	Net Committed		(3,000,000)
<b>Available Fund Balance</b>		<b>\$</b>	<b>3,462,618</b>

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

**Term Benefits Reserve Fund (5011)**

Audited Fund Balance 7/1/23		\$	1,854,273
Revenue	296,957		
Expenditures	(398,515)		
	Net		(101,558)
	Net Transfers In/Out		-
<b>Total Fund Balance</b>		<b>\$</b>	<b>1,752,715</b>



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

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

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

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

Audited Fund Balance 7/1/23		\$	1,124,165
Revenue			24,050
Expenditures			(224,512)
	Net		(200,462)
	Net Transfers In/Out		-
<b>Available Fund Balance</b>		<b>\$</b>	<b>923,703</b>



### Call Summary

**CONFIRE/Comm Center**

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

Year: 2024

**From:** 1/1/2024

**To:** 3/31/2024

**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
Feb-24	16567	41	16608	0.25%	11210	373	11583	14462	5171	94	19727	47918	121.2
Mar-24	17211	53	17264	0.31%	11325	375	11700	14701	5513	88	20302	49266	123.7
<b>2024 Totals</b>	52132	116	52248	0.22%	34277	1107	35384	43864	16497	288	60649	148281	124.3
<b>2023 Totals</b>	51601	164	51765	0.32%	35963	1242	37205	46143	13464	331	59938	148908	105.1



## PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2024 - 3/31/2024

Agency Affiliation: Fire

From: 1/1/2024

To: 3/31/2024

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

Call Hour	Answer Times In Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 2024 Total	17,259	487	188	319	75	45	3	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
February 2024 Total	15,685	388	174	253	74	33	1	16,608
% answer time ≤ 10 seconds	94.44%	2.34%	1.05%	1.52%	0.45%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.78%							
% answer time ≤ 40 seconds	99.35%							
March 2024 Total	16,504	281	167	246	53	12	1	17,264
% answer time ≤ 10 seconds	95.60%	1.63%	0.97%	1.42%	0.31%	0.07%	0.01%	100.00%
% answer time ≤ 15 seconds	97.23%							
% answer time ≤ 40 seconds	99.62%							
Year to Date 2024 Total	49,448	1,156	529	818	202	90	5	52,248
% answer time ≤ 10 seconds	94.64%	2.21%	1.01%	1.57%	0.39%	0.17%	0.01%	100.00%
% answer time ≤ 15 seconds	96.67%							
% answer time ≤ 40 seconds	99.34%							
Year to Date 2023 Total	47,537	1,641	904	1,239	308	132	4	51,765
% answer time ≤ 10 seconds	91.83%	3.17%	1.75%	2.39%	0.59%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	95.00%							
% answer time ≤ 40 seconds	99.14%							



<b>Jurisdiction</b>	<b># of Incidents</b>	<b>% of Total</b>
San Bernardino County	32,283	52.69%
VictorvilleFD	5,631	9.19%
RanchoCucamonga	4,577	7.47%
ChinoValleyFD	3,408	5.56%
AppleValley	3,089	5.04%
Rialto	3,003	4.90%
Redlands	2,867	4.68%
Colton	1,906	3.11%
MontclairFD	1,252	2.04%
Loma Linda	1,097	1.79%
Big Bear Fire	1,089	1.78%
San Manuel FD	552	0.90%
Baker Ambulance	294	0.48%
Running Springs	137	0.22%
Road Department	90	0.15%
<b>Total</b>	<b>61,275</b>	<b>100%</b>

<b>BDC Division</b>	<b># of Incidents</b>	<b>% of Total</b>
East Valley	11,252	34.85%
Fontana	5,149	15.95%
Valley	4,511	13.97%
Hesperia	3,164	9.80%
South Desert	2,906	9.00%
North Desert	2,857	8.85%
Adelanto	1,241	3.84%
Mountain	1,203	3.73%
<b>Total</b>	<b>32,283</b>	<b>100%</b>

# CONFIRE 911 Call Processing Time Analysis

## March 2024



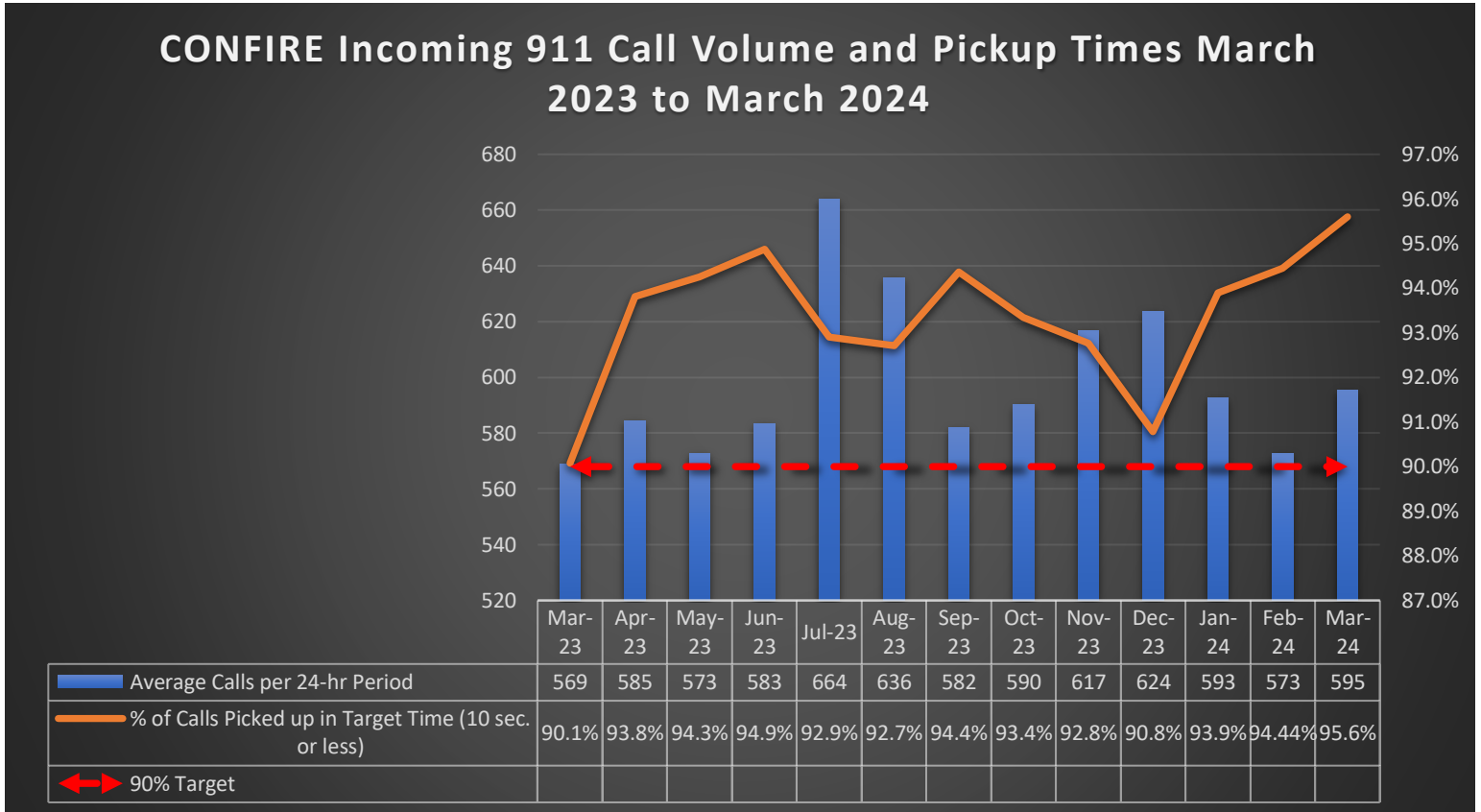
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Figure 1: CONFIRE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System.



#### Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE’s CAD server. The following table illustrates multiple elements of the call processing continuum in terms of call volume and call processing times for various call types. For the purposes of this analysis, only calls that meet the definition of “emergency” per NFPA 1225 (answer requests for emergency assistance withing 10 seconds at 90% of the time) and CONFIRE Administrative Chiefs’ directive are included in the calculations. State standards are 15 seconds at 90% or 20 seconds at 95% of the time, National Emergency Number Association (NENA) has also adopted this standard. 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 2: EMS Call Pickup to First Unit Assigned. Includes all Emergency EMS Call Types, and Calls With and Without Determinant Codes. This excludes times for calls deemed to be non-emergency per NFPA 1225.

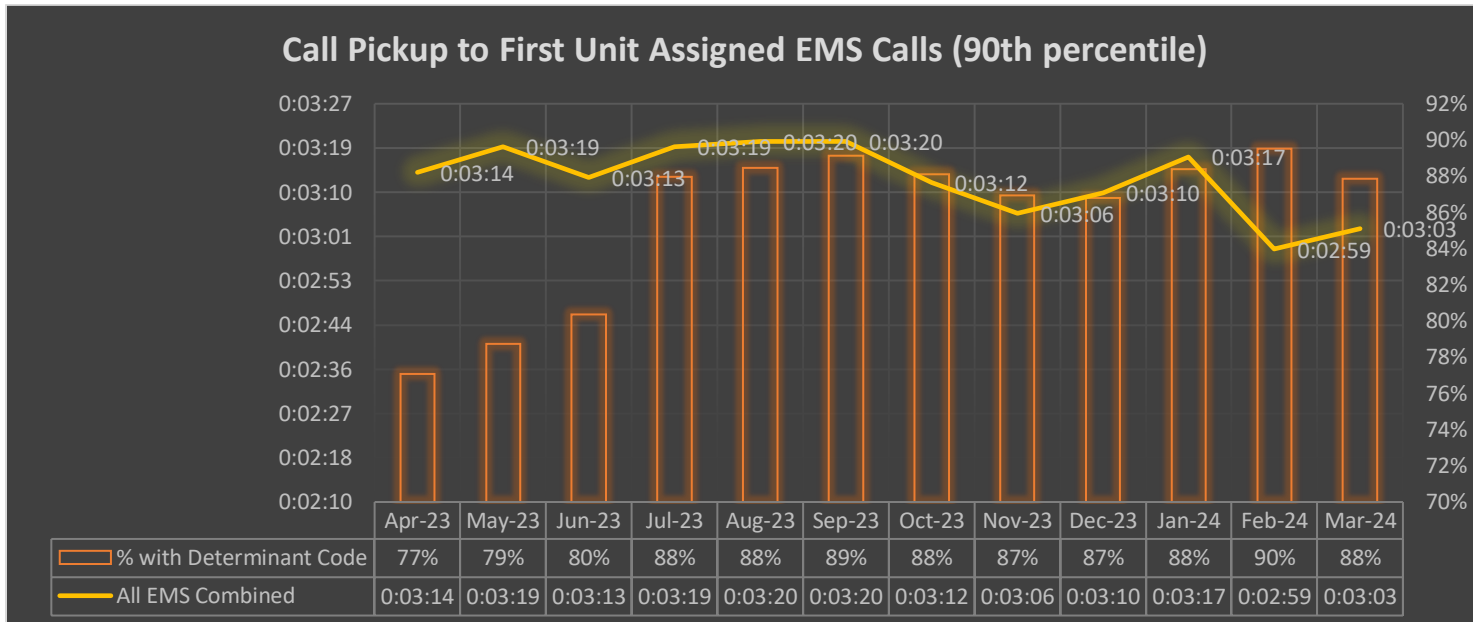
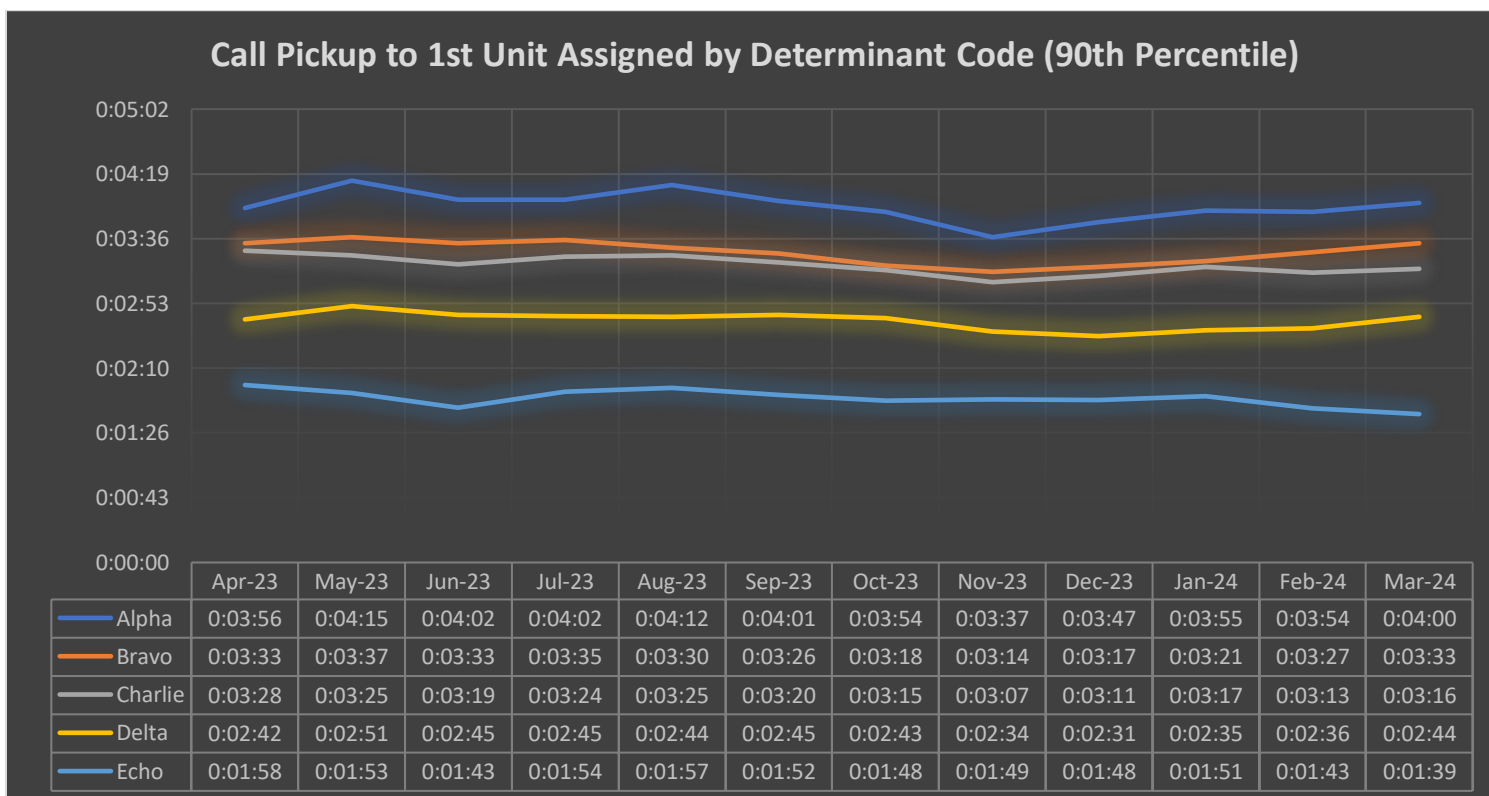


Figure 3: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



### 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 4: Fire/Rescue Call Pickup to First Unit Assigned.

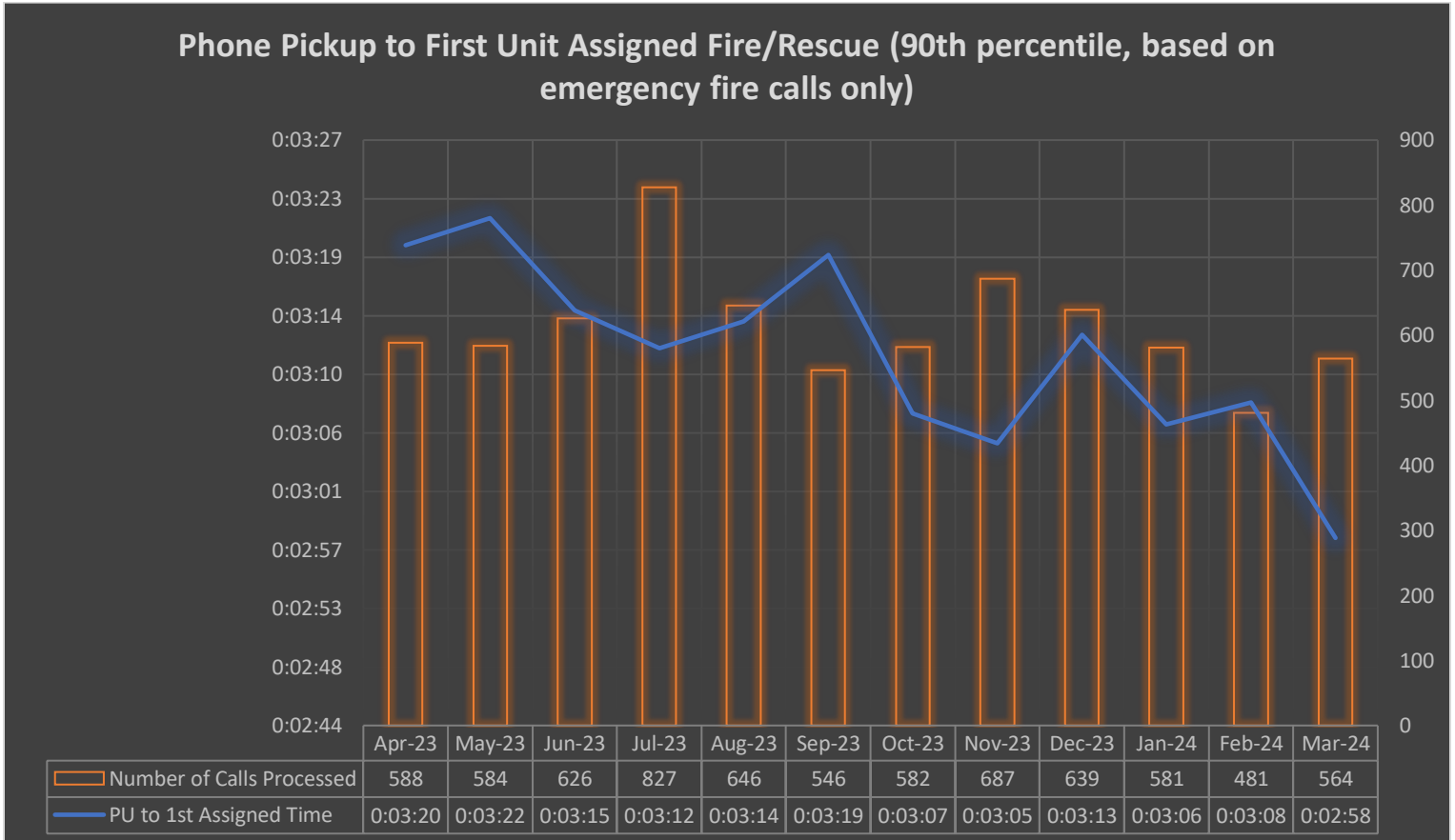


Table 1: EMS 911 calls for service and EMD completion for March 2024

Table 1: EMS 911 calls for service and EMD completion for March 2024	
Total Emergency EMS Calls Processed	17,212
Total EMS Calls with Obtainable Determinant Code	13,125

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

Table 2: ECNS eligible calls and status of transfers to Emergency Communication Nurse (ECN) for March 2024.	
Total Calls Eligible for ECNS:	1,325
% of EMS calls with Determinant Code Eligible for ECNS	11%
% of Total EMS Calls Transferred to ECNS	2.3%

**CONFIRE****STAFF REPORT****DATE: April 30, 2024****FROM: Nathan Cooke  
Interim Director****TO: Board of Directors**

---

**SUBJECT: Fund Balance Allocation**

---

**Recommendation**

It is recommended that the Board of Directors (BOD) authorize the Finance/Admin Director to allocate the fund balance (\$3,906,214) in 5008, in the following manner in alignment with current Board policy:

1. Retain \$1,425,877 in General Fund (5008) to meet the Board policy of carrying a 5-10% reserve in its operating fund.
2. Allocate \$137,784 to General Operating Reserves (5010) to meet the Board policy of carrying a minimum 25% reserve in its operating reserve fund.
3. Allocate \$150,000 (5008) for payment of Image Trend start-up cost. This was expenditure was approved by the Administrative Committee on March 26, 2024.
4. Allocate the remaining, \$2,192,553 to the General Operating Reserves (5010) for the following purposes:
  - a. Set aside \$2,000,000 of that amount as start-up funding for the ground ambulance contract program and authorize the Finance/Administration Director to utilize that amount as internal loan to the Emergency Medical Services Fund (5020). The loan would be paid back into Fund 5010 in full without interest, as revenues are developed by the ambulance program.
  - b. Retain the remainder \$192,553 in the Operating Reserves (5010), as additional resources to buffer that fund as per Board policy.

**Background Information**

CONFIRE staff recommends an operating budget each year to the Administrative Committee and BOD designed to meet the operational needs of the organization based on its best analysis and assessment of cost projections each year. Those projections



materialize less than budgeted at times, largely as a result of salary and benefit savings due to the staffing challenges faced by the organization. The budget is designed to operate at full authorized staffing, with the goal each year to attain that level, yet in recent years that goal has not been achieved for a variety of reasons.

As part of the regular budget and planning cycle, CONFIRE staff brings the annual audit from the previous fiscal year to the Admin Committee and the BOD around the mid-year point of the subsequent fiscal year. During this process, if a fund balance was realized staff makes recommendations to the BOD for allocating those funds per the Board Fund Balance Policy which was adopted in 2018. Due to major transitions at CONFIRE over the past two years and the uncertainty surrounding the Ambulance Contract, the fund balance allocation process has been delayed. It was not completed for FY22 and is presented here for FY23, slightly later than usual due to the ongoing changes.

As a result, the CONFIRE Operating Fund (5008) is carrying a fund balance greater than usual. Combining FY22 and FY23, the current fund balance in CONFIRE's General Fund (5008) is \$3,906,214. Subtracting the Board policy goal of retaining a 10% buffer in the Operating Fund, this leaves a fund balance of \$2,480,337 to be allocated into other CONFIRE reserve funds in alignment with Board Policy, and to be earmarked for future expenditures.

The forementioned recommendations, provide a clear picture of how those funds would be best allocated and utilized going into FY25. It is important to note, that the guidance provided by the Board's Fund Balance Policy has enabled CONFIRE to maintain its service levels through several challenging seasons. This recommendation enables CONFIRE to meet all funding goals set by the Board.

The fund balance that is available beyond those goals in the past has allowed CONFIRE to build its reserves toward crucial Capital Improvement Projects, such as the new Valley Communications Center and to build equity in its Term Benefit Fund (5011) which is designed to manage employee pension and benefit costs in a long-term manner, thus reducing the risk of spikes and fluctuations in that area of the budget.

For FY25, the recommendation to allocate a significant portion of the fund balance into the Operating Reserves and authorizing up to \$2,000,000 of that amount to be utilized as a loan to offset initial start-up costs for the ground ambulance program, offers the following benefits. It makes crucial capital available to the program in its early stages to fund operations without interest before adequate revenue is developed to make the program self-sustaining. It also forestalls the need to request funds from a loan that has been authorized from the City of Ontario.

If approved, CONFIRE staff will work with the CONFIRE EMS Sub-Committee to draft an agreement detailing the transfer of these funds from the Operating Reserves (5010) into

the EMS Fund (5020). The agreement will include provisions to repay that amount with no interest, within a five-year timeframe. It will also include an early pay-off option.

### **Financial Impact**

This recommendation has no immediate impact on the FY25 Proposed Budget. The following transfers will occur:

- \$1,425,877 will remain in 5008 (meeting the Board policy of carrying a 5-10% reserve in its operating fund)
- Move \$137,784 out of 5008 and into 5010- General Operating Reserves (meeting the Board policy of carrying a minimum 25% reserve in its operating reserve fund)
- Earmark \$150,000 out of 5008 to be paid to Image Trend
- Move \$2,192,553 out of 5008 and into 5010- General Operating Reserves
  - Earmark \$2,000,000 of that amount for a loan to the EMS Fund-5020

**CONFIRE****STAFF REPORT****DATE: April 30, 2024****FROM: Nathan Cooke  
Interim Director****TO: Board of Directors**

---

**SUBJECT: Additional CONFIRE Position (ISA-III)**

---

**Recommendation**

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

(1) Information System Analyst-III (ISA-III)

**Background Information**

The Management Information Systems Division (MIS) continues to evolve and provide critical support services to the Communications Division or allied agencies and is now also responsible for providing the same level of service to the newly created EMS Division.

As a result of the continued evolution of CONFIRE and our supporting services, it is imperative to ensure the MIS Division is staffed accordingly. MIS is requesting the addition on an ISA-III position that will bolster their ability to perform and implement support functions related to information system's hardware, software, and policy requirements. The additional ISA-III will integrate into the MIS team and will take on the additional workload from the aforementioned services that are now required.

**Fiscal Impact**

The additional positions will cost approximately \$172,145 annually.

The position will be funded by Fund 5008-600 (MIS).

**RESOLUTION NO. 2024 - 02**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CONSOLIDATED FIRE AGENCIES (“CONFIRE”)**

**ADOPTION OF ANNUAL BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025**

**WHEREAS**, the Consolidated Fire Agencies (“CONFIRE”) is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code; and

**WHEREAS**, there has been presented to the Board of Directors a proposed Annual Budget for the Fiscal Year Ending June 30, 2025 (“2025 Budget”); and

**WHEREAS**, the proposed 2025 Budget has been reviewed and considered by the Board of Directors and it has been determined to be in the best interests of CONFIRE to adopt said budget for the sound financial operation of CONFIRE.

**BE IT HEREBY RESOLVED** by the Board of Directors of the Consolidated Fire Agencies as follows:

1. The 2025 Budget, as detailed in the budget document entitled “CONFIRE JPA Budget Book, Fiscal Year 2024-2025,” is hereby adopted. A copy of the 2025 Budget is attached hereto as Exhibit A, and incorporated herein by reference.
2. The expenditure amounts designated for the Fiscal Year 2024-2025, pursuant to the 2025 Budget, are hereby appropriated and may be expended by the CONFIRE Administrative Committee in the manner for which they are designated.
3. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.
4. If any section, subsection, sentence, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.
5. This Resolution will be effective immediately upon adoption.
6. The Director of CONFIRE is hereby authorized to take any action necessary to implement the intent of this Resolution.

THIS RESOLUTION was passed and adopted by the Board of Directors at a regular meeting held on the 30th day of April 2024, by the following roll call vote:

- AYES:
- NOES:
- ABSENT:

Signed and approved by me after its passage.

Attest:

\_\_\_\_\_  
Nathan Cooke  
Interim Director, CONFIRE

\_\_\_\_\_  
Lynne Kennedy  
Chairperson, Board of Directors

**EXHIBIT A  
TO  
RESOLUTION NO. 2024-02**

**(CONFIRE JPA Budget Book, Fiscal Year 2024-25)**





# Budget Book Fiscal Year 2024-25



**Always There, Always ready, Always Proud**

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# Director's Message

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Consolidated Fire Agencies (CONFIRE) Fiscal Year 2023-24 was one of exciting challenges and accomplishments. For the first time in San Bernardino County's history, the Ground Ambulance Contract for the Compressive Service Area (11-Exclusive Operating Areas) went out to competitive bid. CONFIRE's proposal received overwhelming support from many of the cities, hospitals, and stakeholders in the county. As a result, the San Bernardino County Board of Supervisors awarded the contract to CONFIRE. The contract covers all 911 and Interfacility ambulance responses for a five (5) year period, with the possibility of a five (5) year extension.

The CONFIRE Board of Directors authorized the execution of the Ground Ambulance Contract, as well as an agreement with Priority Ambulance, to serve as our subcontractor. This newly formed relationship will usher in a new era for CONFIRE and the region, bringing with it expansion and opportunities for innovation. We are happy to report that former CONFIRE Director, Art Andres, has been hired by Priority Ambulance to serve as the EMS Director for the new CONFIRE ambulance operation.

CONFIRE also expanded the Emergency Communications Nurse System (ECNS) by hiring full-time and per diem registered nurses to staff the program during peak hours. This has led to a significant increase in the number of low acuity 9-1-1 calls being routed out of the EMS system directly into the health care system for further triage, treatment, and alternate care options. ECNS continues to lower the call volume for our contract and member agencies, thereby freeing up our finite resources for higher acuity calls.

Fiscal Year 2024-25 Budget Book provides an overview with detailed information of each CONFIRE division and current programs. The approved budget continues to focus on CONFIRE goals outlined in the Strategic Management Plan to support our mission, vision, and values while providing the highest level of service to the communities we proudly serve.

## Major 2023-24 accomplishments include:

- Awarded County Ground Ambulance Contract.
- Successfully reorganized CONFIRE structure to meet the EMS Division needs.
- Executed agreement with Priority Ambulance as sub-contractor.
- Initiated Recruitment for CONFIRE Executive Director.
- Hired Finance/Administrative Director.
- Filled Clerk of the Board position.
- Added Payroll Specialist and HR Analyst-I positions.

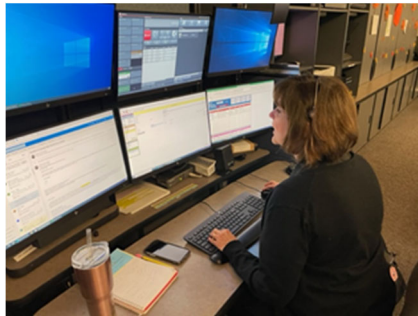


- Hired full-time and per diem staff for ECNS.
- Installed situational awareness lights in both Communications Centers.
- Executed agreement with the County of San Bernardino for contract services (HR, Payroll, Finances).
- Joined the California Integrated Risk Authority (CIRA) for worker’s compensation and risk management services.
- Joined the San Bernardino County Employees Retirement Association (SBCERA) as a standalone entity.
- Executed Lease Agreement with the County of San Bernardino County for the new Valley Dispatch Center.
- Joined the California Fire Assistance Agreement to provide mutual-aid services to our regional partners during major disasters.
- Recognized by the California Office of Emergency Services as an official fire agency and received the Master Mutual Aid designee of CCX.
- Successfully negotiated Memorandum of Understanding (MOU) with Teamster’s local 1932 and the Emergency Services Dispatchers of San Bernardino County.
- Formed Ground Ambulance Implementation Team to operationalize the ambulance contract on October 1, 2024.
- Initiated a Surge Ambulance for responses in Hesperia to backup San Bernardino County Fire.





## Emergency Communications Nurse System



The Emergency Communications Nurse System (ECNS) continues to make positive impacts on the non-urgent 9-1-1 calls the center receives. CONFIRE ECNS has safely and successfully triaged low acuity patients to telehealth visits, facilities such as urgent cares, doctor’s offices, pharmacies, behavioral health centers, hospitals and has even provided direction for patients to care for themselves in their homes when medically appropriate. When callers connect with this program a portion of the unnecessary emergency responses, ambulance transports and hospital emergency department visits are decreased. In addition, when callers are directed to less acute settings, health care costs decrease for the caller and the insurance carrier. Over the last year, CONFIRE has grown the program by adding four full-time nurses to its staffing. CONFIRE continues to fund the program primarily through American Rescue Fund Act dollars it was awarded in 2021. These funds expire at the end of the 2024 calendar year and sustainable funding will need to be procured to maintain and grow the program into the future. A full business plan is being put in place to ensure the long-term success of the program.

## Regional CAD to CAD Program

CONFIRE is the lead agency for the Inland Empire Public Safety Operations Platform (IE PSOP). This innovative program is connecting several emergency communications centers in two counties together through technology that allows disparate Computer Aided Dispatch (CAD) systems to automatically send critical incident information in a bi-directional manner. This reduces the number of phone calls that must be made and answered at each center when

### **Inland Empire Public Safety Operations Platform (IE PSOP)**



neighboring jurisdictions are requesting information or resources for emergencies. There are six centers currently online: CONFIRE, San Manuel Department of Public Safety, Chino Police Department, Riverside, San Bernardino County Fire, Cal Fire, Murrieta Fire and American Medical Response (AMR) San Bernardino. Several agencies are in the process of integrating their CAD systems into the IE PSOP hub, including CAL FIRE San Bernardino, AMR - Riverside and Ontario Fire Department. Others considering the

program include Riverside Fire, Corona Police, California Highway Patrol, San Bernardino County and Riverside County Sheriff’s Departments.



### Fiscal Year 2024-25 Budget Highlights

CONFIRE’s Fiscal Year 2024-25 budget includes nine months of the inaugural year of the newly awarded County Ground Ambulance Contract. This will be a year of major transition for CONFIRE operationally, administratively, and fiscally. As such, the budget is presented in two related, yet distinct sections in order to establish a basis for evaluating the impact of the new ambulance services on the organization’s fiscal operation.

The first section covers the CONFIRE funds that have been used to operate the organization for many years. These include:

- Fund 5008 - Operations Fund
- Fund 5009 - Equipment Reserve Fund
- Fund 5010 - General Reserve Fund
- Fund 5011 - Term Benefit Reserve Fund
- Fund 5019 - CAD to CAD Fund

These funds comprise the bulk of the traditional services CONFIRE has delivered to its members and contract agencies for many years such as emergency communications, Graphic Information Services (GIS) and Management Information Services (MIS).

The second section is the recently approved Fund 5020 - Emergency Medical Services Fund. This fund will act as an enterprise fund from which the ambulance operation and other EMS related operations will function. Some cost apportionment between the two sections will occur. This will be assessed over the course of Fiscal Year 2024-25 and adjusted as needed during a mid-year analysis and in the Fiscal Year 2025-26 Budget.

CONFIRE has experienced significant changes this last fiscal year that have brought growth, challenges, and opportunities in the way we deliver services. We have also been able to forge many new relationships throughout the county that include partners from the healthcare industry, public safety community, and various other stakeholder groups. We remain committed to providing the highest level of service to our internal and external stakeholders.

I am pleased to present to the CONFIRE Board of Directors a balanced budget for Fiscal Year 2024-25. This budget anticipates the needs of the various public safety organizations we serve ensuring that by working together we provide the highest level of care to the residents, businesses, and visitors in our community. The employees of CONFIRE stand in full partnership with the approximately 1,500 first responders represented by the 15 agencies that comprise CONFIRE.



CONFIRE has become the main centrifuge in the region for emergency communications, resource coordination, and soon will be the primary ground ambulance transport provider. Together we are **“always there, always ready, always proud.”**



Respectfully,

*Nathan Cooke*

Nathan Cooke  
Interim Director, CONFIRE JPA



### **MISSION**

CONFIRE provides regional Fire, Rescue and Emergency Medical Services communications, resource coordination and technology services to enable allied agencies to meet the safety and welfare needs of those we serve.

### **VISION**

To be recognized as an exceptional Regional Emergency Communications and Public Safety Information Technology and Services provider for public and private Fire, Rescue and Emergency Medical Service agencies.

### **VALUES**

- PEOPLE: Dignity and Respect
- SERVICE EXCELLENCE: All the Time, Every Time
- TEAMWORK: Strength Through Collaboration
- INTEGRITY: Honest, Accountable and Transparent
- EFFECTIVENESS: Time, Cost and Quality
- INNOVATION: Future Ready

### **SERVICE MOTTO**

Always There, Always Ready, Always Proud

### **PILLARS OF SERVICE**

- Emergency Communications
- Emergency Medical Services
- Public Safety Information Technology and Services

# CONFIRE JPA History

---

The CONFIRE Communications Centers are housed in two locations: one in the City of Rialto at 1743 Miro Way (Valley) and the other at the High Desert Government Center (Desert) at 15900 Smoke Tree Street, Hesperia, California.

CONFIRE began operations in 1973, as Comm Center, with a centralized dispatch office to serve the newly established Central Valley Fire District. In 1974, a cooperative agreement was reached between the Central Valley Fire District and the San Bernardino County Communications Department for the fire dispatchers to staff the vacant dispatch center located in the basement of the County Library at 4th Street and Sierra Way in downtown San Bernardino. Comm Center began dispatching for other San Bernardino County fire agencies during this time, including, Redlands, Rialto, Colton and Loma Linda.

In 1987, Comm Center moved the facility to 1771 W. Miro Way, Rialto. This facility was located directly across the street from the Sheriff's Aviation Division Headquarters. It was configured into a co-dispatch center housing the Sheriff and Fire/EMS Communications. Situated on the same property (approximately one-acre), are the County Emergency Operations Center (EOC) and the 800/900MHz Radio Command and Control Center.

In August of 1990, the Comm Center dispatched agencies united into a formalized "Joint Powers Authority," with the San Bernardino County Fire Agency, Rialto, Loma Linda, Colton and Redlands Fire Departments as its original members. The agencies agreed to "federate together in a cooperative agency for the joint and mutual operation of a centralized public safety communication agency and a cooperative program of fire protection and related functions." Named the Consolidated Fire Agencies of the East Valley – the "CONFIRE" Joint Powers Authority (JPA) would provide hardware, software, services and other items necessary and appropriate to establish the operation and maintain a joint central public safety communications center. In addition, CONFIRE JPA intended to provide dispatching services on a contracted basis to other agencies. The human resources administrative and support service functions for CONFIRE JPA's employees were handled by the San Bernardino County Fire Department consisting of personnel administration, facility site usage, payroll, and related functions.

In 2004, construction was completed at the Rialto site on a building where CONFIRE still operates. In 2014, the back-up center was activated in Hesperia (Desert Center). In May 2020, the Desert Center became fully operational to allow the agency to provide staff a safe workplace required by the Centers of





Disease Control and Prevention (CDC) guidelines due to the COVID pandemic. The Desert Center allowed expansion for dispatch staff, along with assignment of a full-time Chief Officer to support the San Bernardino County Fire operations. Both facilities have undergone many technology and program improvements and operate with state-of-the-art equipment. In 2024, CONFIRE reclassified the back-up center in Hesperia, as a primary center, and now operates both the Valley and Desert Centers as primary centers.

On March 19, 2024, the County of San Bernardino held the official groundbreaking for the Valley Communication Center (VCC). The VCC is slated to be a state of the art facility located at 153 S. Lena in the City of San Bernardino. This endeavor is a joint partnership between the County of San Bernardino, CONFIRE, the San Bernardino County Sheriff's Department, and the San Bernardino County Office of Emergency Services.

In addition to our dispatchers and call takers, the VCC will be home to the CONFIRE Communications Administrative Team, consisting of: the Communications Director, Valley Manager, Assistant Manager, Emergency Command Center (ECC) Chief, Emergency Communications Nurse System (ECNS) Manager, Emergency Medical Dispatch (EMD) Coordinator, System Status Manager/Data Analyst, and the CONFIRE Management Information Systems (MIS) Team. The facility is scheduled for completion during the last quarter of 2025.

The current member agencies of the CONFIRE JPA are:

- Apple Valley Fire Protection District
- Chino Valley Independent Fire District
- Colton Fire Department
- Loma Linda Fire Department
- Rancho Cucamonga Fire District
- Redlands Fire Department
- Rialto Fire Department
- San Bernardino County Fire District
- Victorville Fire Department

In addition, the agencies that currently contract for services with the CONFIRE JPA are:

- Baker Ambulance Inc.
- Big Bear Fire Authority
- Montclair Fire Department
- Running Springs Fire Department
- San Manuel Band of Mission Indians Fire Department
- County Road Department

CONFIRE has also added the Montclair Fire Department, Ontario Fire Department, and the City of Yucaipa as contract agencies for the EMS Division (County Ambulance Contract).





**CONFIRE Operations**

CONFIRE is comprised of four divisions: Communications, Management Information Services (MIS), Finance/Administration, and the newly created Emergency Medical Services (EMS) Division.

The Communications Division operates 24 hours per day, 365 days per year. This team answers all 9-1-1 and 10-digit emergency fire and medical calls in addition to non-emergency (Admin) calls. Using nationally recognized call-taking protocols for medical emergencies, calls are prioritized and dispatched to responding agencies while call-takers provide emergency instructions over the phone to 9-1-1 and 10-digit emergency callers. Dispatchers coordinate the movement of emergency resources throughout the region to ensure coverage is maintained and incident commanders receive the resources required to mitigate the emergency. Non-urgent 9-1-1 calls are also redirected to CONFIRE’s Emergency Communications Nurse System (ECNS) to more appropriate and alternative sources of care. The Communications Division also manages and maintains personnel training and certifications.

CONFIRE acts as the administrative agency for a joint effort between fire, law and EMS agencies in San Bernardino and Riverside Counties. CONFIRE links their computer aided dispatch (CAD) systems electronically so resource requests and information sharing can be done rapidly with minimal delays. The Inland Empire Public Safety Operations Platform (IE PSOP)

continues to expand its CAD to CAD, Fund 5019, capacity as new agencies join the system. Work is underway to link Murrieta Fire, AMR Riverside, Ontario Fire and Cal Fire San Bernardino to the system.

The Management Information Services (MIS) Division ensures all critical technology systems needed by the communications staff to operate effectively are up to date and maintained. The Division also supports all CONFIRE administrative functions, as well as providing full information services to three of the member agencies (Rialto, Redlands, and Colton). The Division supports mobile and remote technology enabling response vehicles and crew members to operate in the field. The MIS staff relocated to Rialto Fire Station 204 this past year to provide a better and safer work environment for the team.

The Finance/Administration Division manages all fiscal, human resource, facility, and vehicle maintenance matters. The Administrative staff handles all board-related agendas and minutes for the Board of Directors and Administrative Committee in compliance with the Brown Act. The Administrative staff also makes sure to follow up with all human resources and risk management issues for both centers. The Fiscal staff makes sure the procurement policy is utilized to better serve the employees and agency. Monthly budget to actual spending reports are provided to the Administrative Committee and division managers to keep them informed. Quarterly billings are completed and reconciled to the cash reports to make sure the



funds are available for the operations of CONFIRE’s two centers, fleet, and agencies. Grant and State reporting are completed throughout the year with the year-end Financial Audit and Budget to make sure CONFIRE stays fiscally transparent and solid.

The CONFIRE JPA was created to provide efficient and effective services to communities served by members and contract agencies. CONFIRE continues to evolve and enhance services.

A dedicated Emergency Medical Services (EMS) Division was established in 2024 and will continue to allow for greater flexibility to embrace cooperative programs for dispatch of emergency medical services and related functions for the mutual benefit of the members of CONFIRE. CONFIRE’s public safety communications system and cooperative programs will enhance aspects of the pre-hospital care system from the centralized dispatch model through transportation.

In December of 2023, the County of San Bernardino awarded CONFIRE the Emergency Ground Ambulance and Interfacility Transport contract for the Comprehensive Service Area (11-EOA’s).

**Board of Directors**

The nine-member Board of Directors is composed of one designated elected representative from each member agency. The Board of Directors is responsible for adopting the CONFIRE budget, establishing assessments,

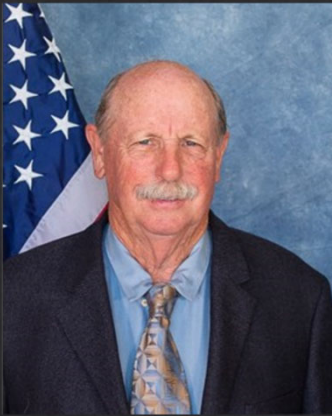
and establishing overall fiscal policy. Secondly, the Board establishes overall policy direction for CONFIRE and its operation. Lastly, the Board assures that the well-being and interests of each of the agencies or entities are maintained.

**Administrative Committee**

The Administrative Committee reports to the Board of Directors and is composed of the Fire Chief or a designated representative of the Fire Department of each member agency. The Administrative Committee conducts the operation of CONFIRE, directs the preparation of the CONFIRE budget and presents it to the Board of Directors. The Administrative Committee has the power to expend funds, control all expenditures, reports budget and financial transactions, hires the Executive Director and establishes and maintains contracts as they relate to the operation of CONFIRE.



# BOARD OF DIRECTORS



Dan Leary  
Apple Valley Fire  
Protection District  
Board President



Mike Kreeger  
Chino Valley Fire  
District  
Board Member



John Echevarria  
City of Colton  
Council Member



Phill Dupper - Vice Chair  
City of Loma Linda  
Mayor



Lynne Kennedy - Chair  
City of Rancho Cucamonga  
Mayor Pro Tem



Denise Davis  
City of Redlands  
Council Member



Andy Carrizales  
City of Rialto  
Mayor Pro Tem



Joe Baca, Jr.  
San Bernardino  
County Supervisor



Elizabeth Becerra  
City of Victorville  
Mayor





# ADMINISTRATIVE CHIEFS COMMITTEE



Chief James "Buddy" Peratt  
Apple Valley Protection Fire District



Chief Dave Williams Chino Valley Fire District



Chief Tim McHargue Colton Fire Department



Chief Dan Harker  
Loma Linda Fire Department  
**Chair**



Chief Mike McCliman  
Rancho Cucamonga Fire District



Chief Rich Sessler  
Redlands Fire Department  
**Vice-Chair**



Chief Brian Park Rialto Fire Department

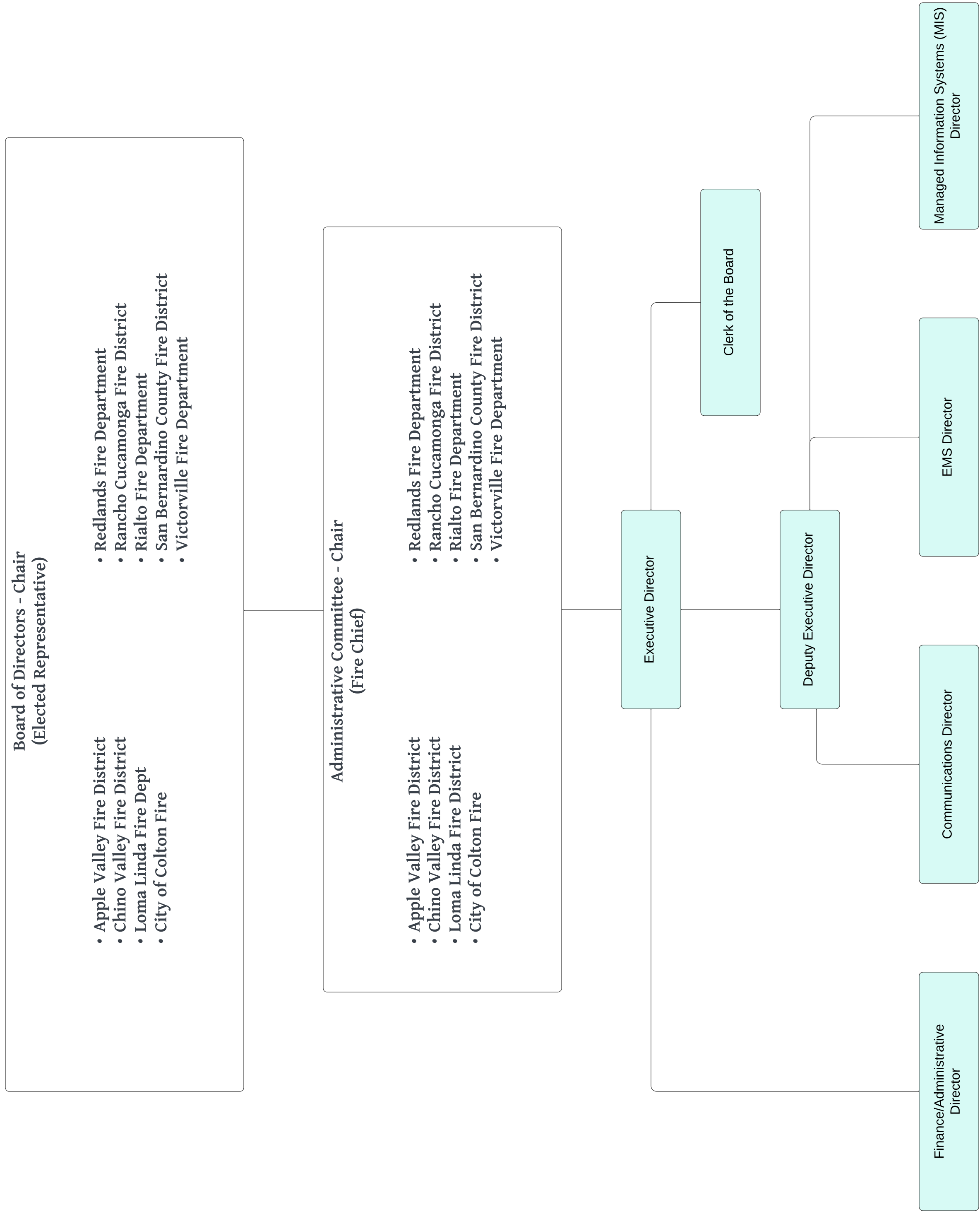


Chief Bertral Washington  
San Bernardino County Fire Protection District

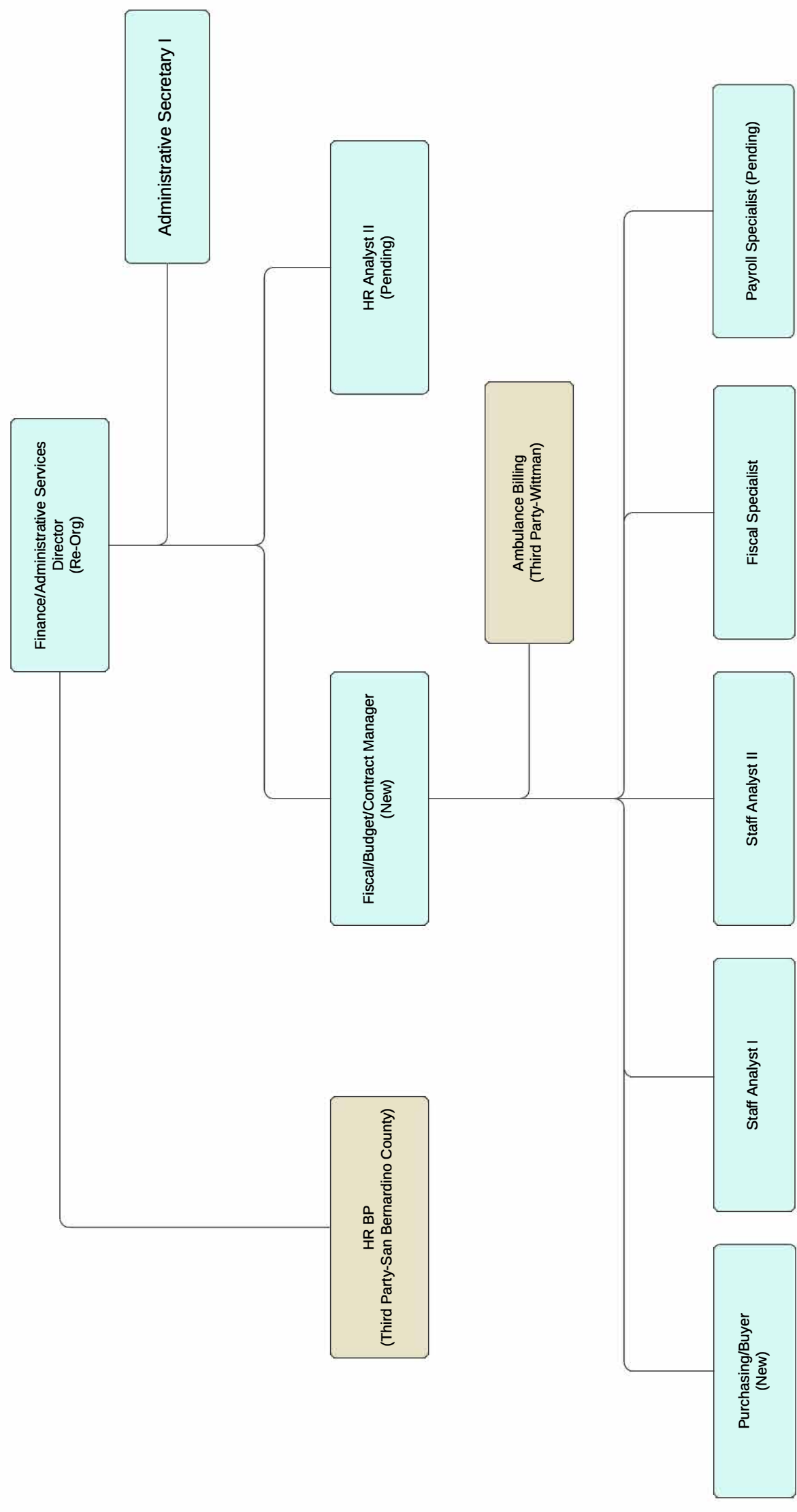


Chief William Rachowski  
Victorville Fire Department

# CONFIRE Board

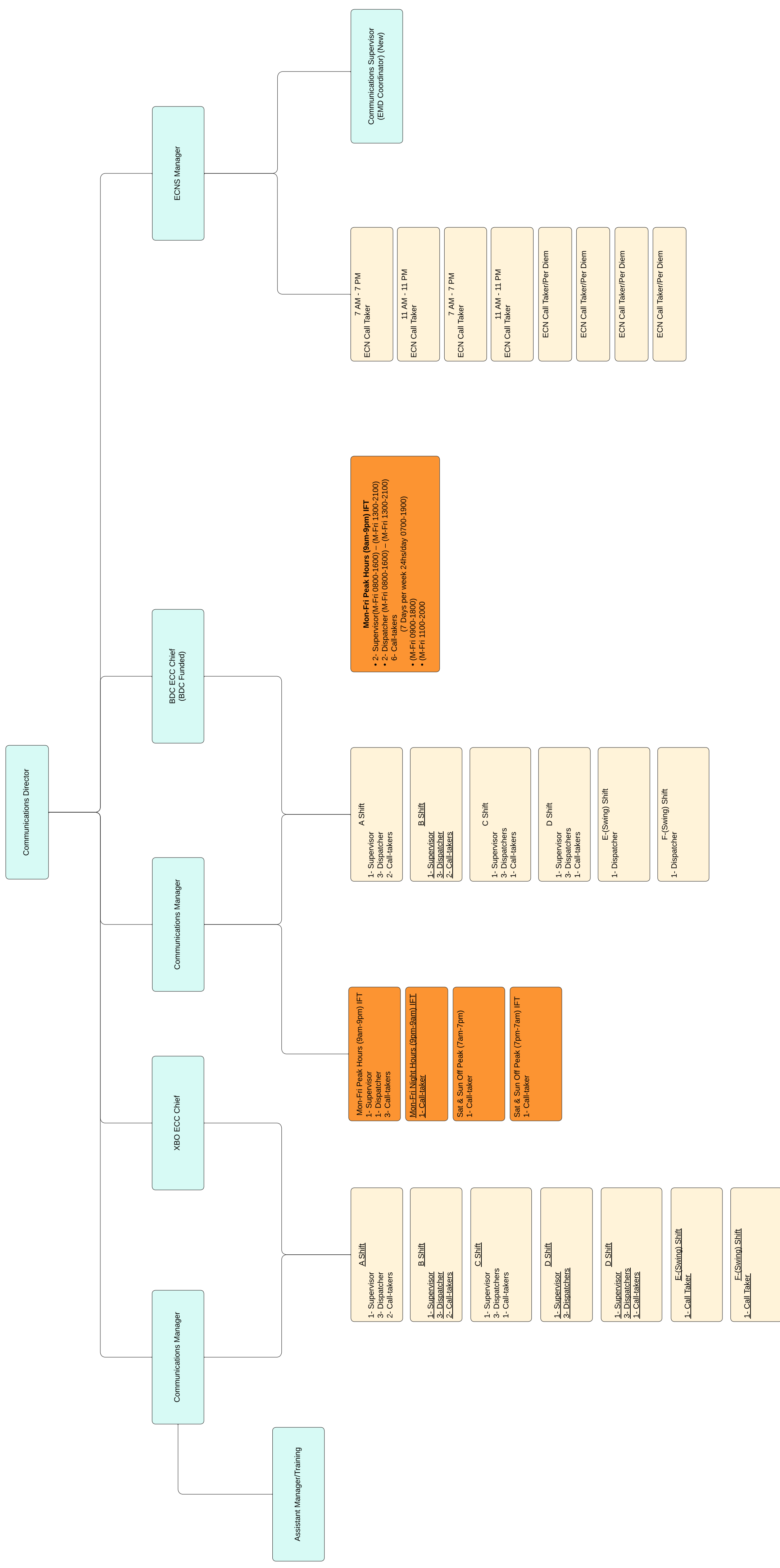


# CONFIRE Finance/Administrative Division



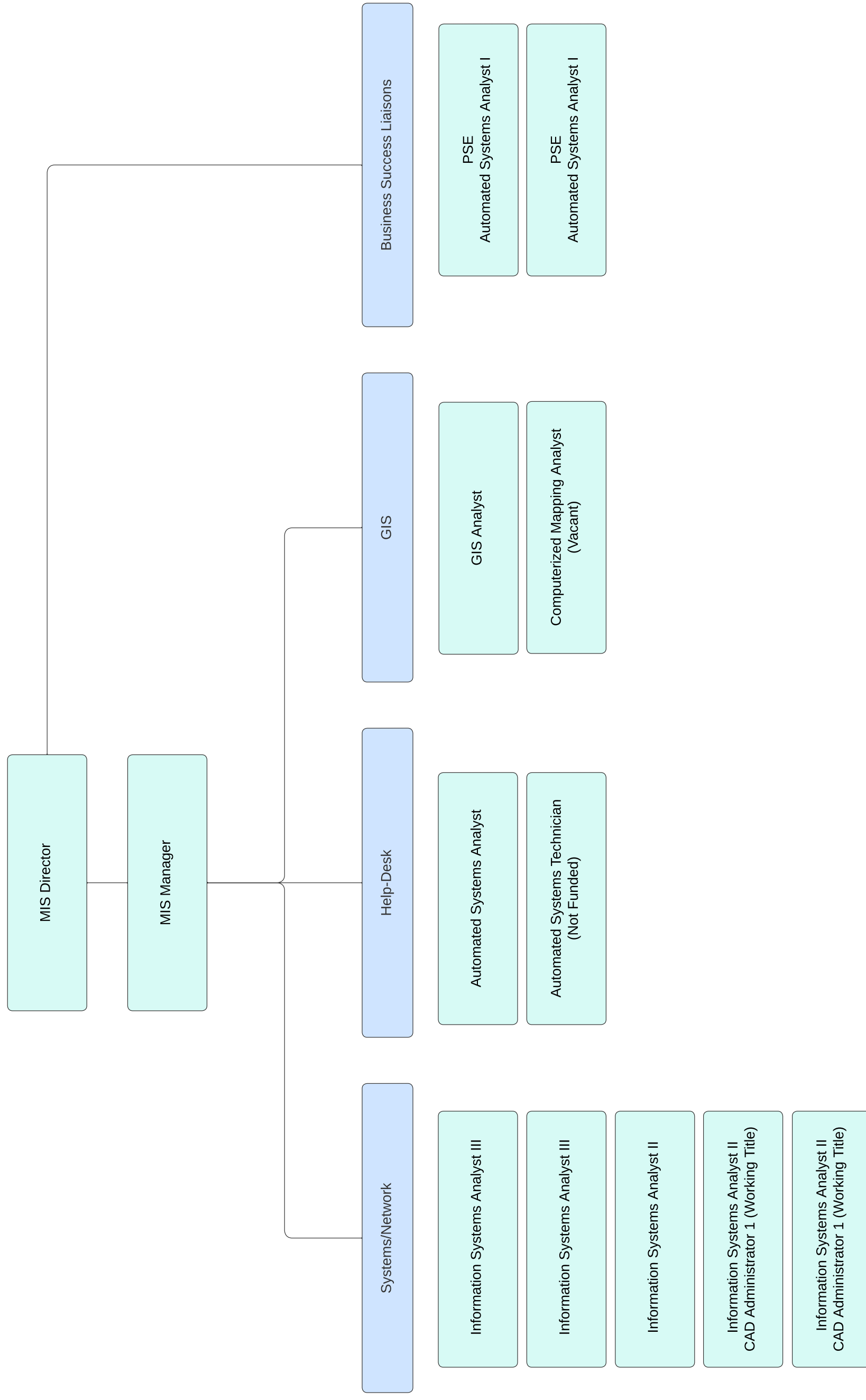
- CONFIRE Positions
- Third Party - Contract Resource
- Priority
- Shift
- Business Unit

# CONFIRE Communications Division



- CONFIRE Positions
- Third Party - Contract Resource
- Priority
- Shift
- Business Unit

# CONFIRE Managed Information Systems (MIS) Division



- CONFIRE Positions
- Third Party - Contract Resource
- Priority
- Shift
- Business Unit



# Fund Descriptions

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CONFIRE continues to utilize the services of the San Bernardino County Treasurer's Auditor-Controller/Treasurer/Tax Collector (ATC) office to manage its six separate funds. Transactions for disbursements, reimbursements, deposits, and adjustments to CONFIRE's six funds are processed through the ATC's System Applications and Products (SAP) accounting software system. This section represents a summary of the entire CONFIRE budget. The Fiscal Year 2024-25 CONFIRE proposed budget is balanced in all six funds. Within this summary, the expenditure and revenue information make up the main components of the proposed CONFIRE budget under consideration by the Board of Directors.

## Fund 5008 - Operations Fund

The day-to-day operational costs for the CONFIRE Communications, Management Information Systems (MIS) and Finance/Administrative Divisions are accounted for in the Operations Fund (5008). The current year's budget has increased by 6% due mostly in part to the following:

- Increased salaries and benefits due to Cost-of-Living increases in the newly approved Memorandum of Understanding (MOU) for the Teamsters and the Emergency Services Unit (ESU) of San Bernardino County.
- Increased costs for the contract for a San Bernardino County-Emergency Command Center Chief (XBO-ECC Chief).
- Increased costs for General Liability Insurance.
- Increased costs for computer software, fleet management, rents and leases and other professional services.
- Increased Human Resources and County-based administration costs due to the updated agreement for such services between CONFIRE and San Bernardino County.

## Fund 5009 - Equipment Reserve Fund

The Equipment Reserve Fund supports the Management Information Services (MIS) Division. Contributions to this Fund are made by the agencies to cover the cost of their equipment refresh based on service life schedule. Agencies also contribute to this fund for CONFIRE's equipment replacement depending on the service life.

## Fund 5010 - General Reserve Fund

The General Reserve Fund has several purposes. It is a planned funding source utilized to provide emergency or contingency funding for CONFIRE Operations (5008) if the need arises due to lack of payment, catastrophe, or other unforeseen fiscal circumstances. CONFIRE Board policy is to



maintain a minimum of 25% of the Operating Budget (5008) in reserves for emergency purposes. The fund also acts as a capital reserve for planned and/or one-time purchases with appropriate budget approval. Within this fund is a Capital Improvement Program (CIP) component intended to offset planned projects such as new or upgraded facilities and/or technology projects such as CAD upgrades or network infrastructure upgrades.

The General Reserve Fund also acts as the repository and expense fund for some grant revenues received by CONFIRE. Presently, this includes the American Rescue Plan Act (ARPA) established for COVID response efforts including the Emergency Communications Nurse System (ECNS). These grant revenues expire at the end of 2024. CONFIRE staff is working with regional health care stakeholders to secure a stable revenue source for this program.

### Fund 5011 - Term Benefit Reserve Fund

The Term Benefit Reserve Fund was initially established to cover the liability of CONFIRE employees accumulated leave accruals. Current Board policy is to fully fund this liability annually. In 2018, the Board directed CONFIRE to begin setting aside funds when available to address other potential unfunded liabilities such as pension benefits and other employee related costs. New member fees and a premium assessed to contract agencies provide funding to this reserve.

In Fiscal Year 2024-25, Fund 5011 will receive Victorville’s 4<sup>th</sup> out of 5 installment payments of \$114,505. These payments help CONFIRE support the need for one-time cash outs of retirements or other employees that separate from CONFIRE that may occur during any fiscal year.

The Fiscal Year 2024-25 budget will set aside \$150,000 to cover the self-insured retention (SIR) requirements of our worker’s compensation program and general liability provided by the California Interagency Risk Authority (CIRA).

### Fund 5019 - CAD to CAD Fund

The Board approved and established a Special Revenue Fund for CONFIRE to budget revenues and expenses specific to the Inland Empire Public Safety Operations Platform (IE PSOP) CAD to CAD Solutions. CONFIRE acts as the system administration for this regional program. Grant revenue and potential expenditures for Fiscal Year 2024-25 include:

- Urban Areas Security Initiative (UASI) 2022                   \$300,000
- Homeland Security Grant Program (HSGP)                   \$ 88,431

The UASI grant funds cover initial licensing, system configuration and first year maintenance/subscription fees. The HSGP provides funding to cloud hosting fees and other services required to manage the program. These grant funds are not guaranteed each year and



cannot be counted upon for on-going system maintenance/subscriptions. The IE PSOP operates under a Memorandum of Understanding (MOU) among the member and participating agencies that requires each agency to enter into an agreement with CONFIRE to reimburse CONFIRE for the agency portion of the annual maintenance and/or subscription fees required. This includes a fee to offset CONFIRE’s costs to administer the program.

### Fund 5020 - Emergency Medical Services Enterprise Fund

The Emergency Medical Services (EMS) Division was established in Fiscal Year 2023-24 and is governed through CONFIRE’s Administrative Committee Policy 6.002 “EMS Division Subsidiary Committee.” The EMS Division Committee is the governing body over EMS operations. This Committee reports to the CONFIRE Administration Committee and the CONFIRE Board of Directors. This enterprise fund was established to separate the EMS Division’s revenues and expenses incurred with net income to be appropriated for the capital maintenance, public policy, management control and accountability for The Emergency Medical Service Division.

**CONFIRE**  
**FUND BALANCE SUMMARY**  
**FUND 5008 - Operations**

	2022-23 Budget	2023-24 Budget	2023-24 Revised	2024-25 Budget
<b>Total Revenue</b>	\$ 12,828,561	\$ 14,258,770	\$ 14,340,292	\$ 14,134,215
Transfers In	\$ -	\$ -	\$ -	\$ -
Budgeted Reserves	\$ -	\$ -	\$ -	\$ -
<b>Total Resources (Revenue, Transfers In, and Reserves)</b>	<b>\$ 12,828,561</b>	<b>\$ 14,258,770</b>	<b>\$ 14,340,292</b>	<b>\$ 14,134,215</b>
<b>Total Expenditures</b>	<b>\$ 12,828,561</b>	<b>\$ 14,258,770</b>	<b>\$ 14,340,292</b>	<b>\$ 14,134,214</b>
Transfers Out	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Transfers Out</b>	<b>\$ 12,828,561</b>	<b>\$ 14,258,770</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Difference Total Revenue and Expenditures and Transfers Out</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1</b>
<b>FUND BALANCE</b>				
July 1st Beginning Balance	\$ 2,695,737	\$ 3,906,214	\$ 3,906,214	\$ 6,610,107
Residual Equity Transfer	\$ -	\$ -	\$ -	\$ -
Budgeted Reserves	\$ -	\$ -	\$ -	\$ -
Reserves for Equity Adjustment 2026	\$ -	\$ (405,041)	\$ -	\$ -
<b>Difference Total Resources &amp; Expenditures and Transfers Out</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>June 30th Ending Balance</b>	<b>\$ 2,695,737</b>	<b>\$ 3,501,173</b>	<b>\$ 3,906,214</b>	<b>\$ 6,610,107</b>

Per Board Policy 4.002, CONFIRE should maintain a 10% of total operating budget  
This balance will be adjusted after year end closing in compliance to FP4.002

**CONFIRE**  
**FUND BALANCE SUMMARY**  
**FUND 5009 - Equipment Reserve**

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	2022-23 Budget	2023-24 Budget	2023-24 Revised	2024-25 Budget
<b>Total Revenue</b>	\$ 614,279	\$ 583,124	\$ 583,124	\$ 1,147,008
Transfers In	\$ -	\$ -	\$ -	\$ -
Budgeted Reserves	\$ -	\$ 621,000	\$ 621,000	
<b>Total Resources (Revenue, Transfers In, and Reserves)</b>	<b>\$ 614,279</b>	<b>\$ 1,204,124</b>	<b>\$ 1,204,124</b>	<b>\$ 1,147,008</b>
<b>Total Expenditures</b>	<b>\$ 614,279</b>	<b>\$ 1,204,124</b>	<b>\$ 1,204,124</b>	<b>\$ 1,036,500</b>
Transfers Out	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures &amp; Transfers Out</b>	<b>\$ 614,279</b>	<b>\$ 1,204,124</b>		
<b>Difference Total Revenue and Expenditures and Transfers Out</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 110,508</b>
<b>FUND BALANCE</b>				
July 1st Beginning Balance	\$ 2,235,362	\$ 2,329,317	\$ 2,329,317	\$ 2,803,933
Residual Equity Transfer	\$ -	\$ -	\$ -	
Budgeted Reserves	\$ -	\$ (50,000)	\$ -	
Reserves for Equity Adjustment 2026	\$ -	\$ -	\$ -	
Difference Total Resources & Expenditures and Transfers Out	\$ -	\$ -	\$ -	
<b>June 30th Ending Balance</b>	<b>\$ 2,235,362</b>	<b>\$ 2,279,317</b>	<b>\$ 2,329,317</b>	<b>\$ 2,803,933</b>

**CONFIRE**  
**FUND BALANCE SUMMARY**  
**FUND 5010 - General Reserve**

	2022-23 Budget	2023-24 Budget	2023-24 Revised	2024-25 Budget
<b>Total Revenue</b>	\$ 1,519,687	\$ 1,615,346	\$ 1,615,346	\$ 969,556
Transfers In	\$ -	\$ -	\$ -	
Budgeted Reserves	\$ -	\$ 71,200	\$ 71,200.00	
<b>Total Resources (Revenue, Transfers In, and Reserves)</b>	<b>1,519,687</b>	<b>1,686,546</b>	<b>1,686,546</b>	<b>969,556</b>
<b>Total Expenditures</b>	<b>1,519,687</b>	<b>1,686,546</b>	<b>1,686,546</b>	<b>969,556</b>
Transfers Out	-	-	-	
<b>Total Expenditures &amp; Transfers Out</b>	<b>1,519,687</b>	<b>1,686,546</b>		
<b>Difference Total Revenue and Expenditures and Transfers Out</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FUND BALANCE</b>				
July 1st Beginning Balance	\$ 6,151,644	\$ 6,450,620	\$ 6,450,620	\$ 8,616,824
Residual Equity Transfer	\$ -	\$ -	\$ -	
Budgeted Reserves	\$ -	\$ -	\$ -	
Reserves for Equity Adjustment 2026	\$ -	\$ -	\$ -	
Difference Total Resources & Expenditures and Transfers Out	\$ -	\$ -	\$ -	
<b>June 30th Ending Balance</b>	<b>\$ 6,151,644</b>	<b>\$ 6,450,620</b>	<b>\$ 6,450,620</b>	<b>\$ 8,616,824</b>

# CONFIRE

## FUND BALANCE SUMMARY

### FUND 5011 - Term Benefit Reserve

	2022-23 Budget	2023-24 Budget	2023-24 Revised	2024-25 Budget
<b>Total Revenue</b>	\$ 225,177	\$ 228,522	\$ 228,522	\$ 151,767
Transfers In	\$ -	\$ -		
Budgeted Reserves	\$ -	\$ -	\$ 351,000	\$ 465,659
<b>Total Resources (Revenue, Transfers In, Budgeted Reserves)</b>	<b>\$ 225,177</b>	<b>\$ 228,522</b>	<b>\$ 579,522</b>	<b>\$ 617,426</b>
<b>Total Expenditures</b>	<b>\$ 225,177</b>	<b>\$ 228,522</b>	<b>\$ 579,522</b>	<b>\$ 617,427</b>
Transfers Out/ Cont. from Fund Bal.	\$ -	\$ -		
<b>Total Expenditures &amp; Transfers Out</b>	<b>\$ 225,177</b>	<b>\$ 228,522</b>	<b>\$ 579,522</b>	<b>\$ 617,427</b>
<b>Difference Total Revenue and Expenditures and Transfers Out</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (1)</b>
<b>FUND BALANCE</b>				
July 1st Beginning Balance	\$ 1,610,781	\$ 1,854,273	\$ 1,854,273	\$ 2,336,953
Residual Equity Transfer	\$ -	\$ -		
Budgeted Reserves	\$ -	\$ -		
Reserved for Worker's Comp Retention (New)		\$ (75,000) *		
Reserved for Worker's Comp Retention (Old)		\$ (350,000)		
Difference Total Resources & Expenditures and Transfers Out	\$ -	\$ -		
<b>June 30th Ending Balance</b>	<b>\$ 1,610,781</b>	<b>\$ 1,429,273</b>	<b>\$ 1,854,273</b>	<b>\$ 2,336,953</b>

\*Planned reserve for future possible Worker's Compensation Liability Claims

**CONFIRE**  
**FUND BALANCE SUMMARY**  
**FUND 5019 - CAD to CAD**

	2022-23 Budget	2023-24 Budget	2023-24 Revised	2024-25 Budget
<b>Total Revenue</b>	\$ 879,213	\$ 623,283	\$ 623,283	\$ 565,498
Transfers In	\$ -	\$ -		
Budgeted Reserves	\$ -	\$ -		
<b>Total Resources (Revenue, Transfers In, and Reserves)</b>	\$ 879,213	\$ 623,283	\$ 623,283	\$ 565,498
<b>Total Expenditures</b>	\$ 879,213	\$ 623,283	\$ 623,283	\$ 530,498
Transfers Out/ Cont. from Fund Bal.	\$ -	\$ -		
<b>Total Expenditures &amp; Transfers Out</b>	\$ 879,213	\$ 623,283	\$ 623,283	\$ 530,498
<b>Difference Total Revenue and Expenditures and Transfers Out</b>	\$ -	\$ -	\$ -	\$ 35,000
<b>FUND BALANCE</b>				
July 1st Beginning Balance	\$ 904,203	\$ 315,785	\$ 315,785	\$ 424,136
Residual Equity Transfer	\$ -	\$ -		
Budgeted Reserves	\$ -	\$ -		
Difference Total Resources & Expenditures and Transfers Out	\$ -	\$ -		
<b>June 30th Ending Balance</b>	\$ 904,203	\$ 315,785	\$ 315,785	\$ 424,136



**CONFIRE**  
**FUND BALANCE SUMMARY**  
**FUND 5020 - Emergency Medical Services (EMS)**

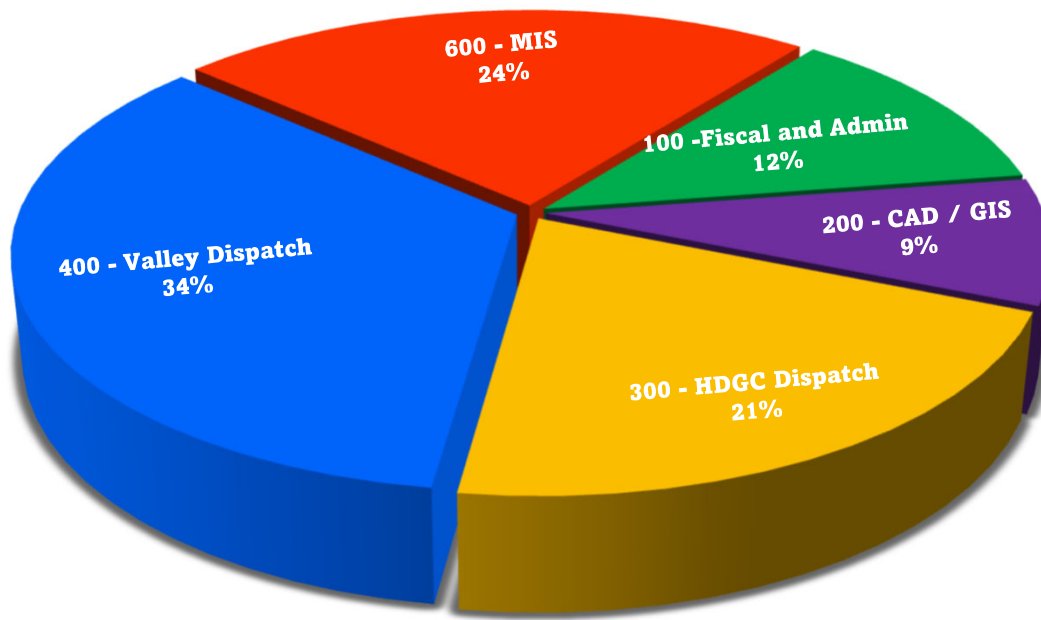
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	2022-23 Budget	2023-24 Budget	2023-24 Revised	2024-25 Budget
<b>Total Revenue</b>	\$ -	\$ -	\$ 1,010,000	\$ 128,615,723
Transfers In	\$ -	\$ 58,000		
Budgeted Reserves	\$ -	\$ -	\$ 500,000	
<b>Total Resources (Revenue, Transfers In, and Reserves)</b>	\$ -	\$ 58,000	\$ 1,510,000	\$ 128,615,723
<b>Total Expenditures</b>	\$ -	\$ 58,000	\$ 1,510,000	\$ 120,531,960
Transfers Out/ Cont. from Fund Bal.	\$ -	\$ -		\$ 40,000
<b>Total Expenditures &amp; Transfers Out</b>	\$ -	\$ 58,000	\$ 1,510,000	\$ 120,571,960
<b>Difference Total Revenue and Expenditures and Transfers Out</b>	\$ -	\$ -	\$ -	\$ 8,043,763
<b>FUND BALANCE</b>				
July 1st Beginning Balance	\$ -	\$ 1,124,165	\$ 1,124,165	\$ 1,231,604
Residual Equity Transfer	\$ -	\$ -		
Budgeted Reserves	\$ -	\$ (58,000)		
Difference Total Resources & Expenditures and Transfers Out	\$ -	\$ -		
<b>June 30th Ending Balance</b>	\$ -	\$ 1,066,165	\$ 1,124,165	\$ 1,231,604

## FUND 5008 - OPERATIONS DIVISION EXPENDITURES SUMMARY

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Salaries & Benefits	\$ 8,299,605	\$ 9,474,779	\$ 8,796,710	\$ 9,597,349	9%
Services & Supplies	3,738,969	4,450,711	5,210,302	4,188,336	-20%
Training and Travel Related	70,000	95,000	95,000	112,800	19%
Other Reimb	139,864	238,280	238,280	235,729	-1%
<b>TOTAL</b>	<b>\$ 12,248,438</b>	<b>\$ 14,258,770</b>	<b>\$ 14,340,292</b>	<b>\$ 14,134,214</b>	<b>-1%</b>

## FY 2024-25 EXPENDITURES BY DIVISION



■ 100 - Fiscal and Admin   
 ■ 200 - CAD / GIS   
 ■ 300 - HDGC Dispatch   
 ■ 400 - Valley Dispatch   
 ■ 600 - MIS

CONFIRE OPERATING EXPENDITURES PER FUND CENTER FISCAL YEAR 2024-25												
Obj Code	Fund Center Item	Description	Admin - General (100-5008) (U)	CAD/GIS (200-5008) (U)	Desert Dispatch (300-5008)	Valley Dispatch (400-5008)	MIS Universal (600-5008)	MIS SeatBased (600-5008)	Subtotals	TOTAL EXPENDITURE FUND 5008	FY 23-24 TOTAL EXPENDITURE FUND 5008	% of Diff
5100 1010	SALARIES AND BENEFITS		804,946	322,735	2,730,150	4,207,259	1,072,473	459,786	9,597,349	\$9,597,349	\$9,474,779	1%
5200 2027	STAFF UNIFORMS		1,800		4,575	10,675	2,800		19,850	\$19,850	\$21,780	-10%
5200 2031	PAYROLL SYSTEMS SERVICES (ISD/EMACS)		872	174	3,141	5,671	1,570		11,428	\$11,428	\$12,966	-13%
5200 2033	WAN & VPN ISD CONTRACT						7,776		7,776	\$7,776	\$7,908	-850%
	CONFIRE											
	County Fire (BDC)											
5200 2035	COMMUNICATIONS - Wireless Devices						7,200	136,128	143,328	\$143,328	\$74,183	48%
5200 2036	COMMUNICATIONS - Wireline Connections						97,674	12,960	110,634	\$110,634	\$289,281	-161%
5200 2037	COMNET ISD Dial Tone-Phones Landlines (ISF)					8,126	4,063		14,405	\$14,405	\$16,426	-14%
5200 2043	DATA SERVICES ISD Labor (ISF)		2,216		1,000	1,500	3,000		5,500	\$5,500	\$5,500	0%
5200 2062	800 MHZ RADIO CHGS (ISF)									\$202,059	\$531,489	-163%
	NSCSO - Radio and Paging (ISD)					34,794			34,794			
	NSCSC-Dispatch Console Access/Maint.				98,838	68,427			167,265			
5200 2070	FOOD	Dispatch (Incident / Meeting Meals)	2,000						2,000	\$2,000	\$2,000	0%
5200 2075	MEMBERSHIPS									\$10,012	\$7,476	25%
	Active 911		130						130			
	AFSS		70						70			
	APCO		451						451			
	Cal Chiefs		50						50			
	Center for Internet Security						1,500		1,500			
	CFCA Comm Sect		200						200			
	County Chiefs		200						200			
	CSDA Annual Membership		2,381						2,381			
	GFOA		450						450			
	IAED *		2,250						2,250			
	MISAC						130		130			
	NENA (10 - Full, 60 partial)		2,200						2,200			
5200 2110	FM REQUESTION CHARGES		4,000						4,000	\$4,000	\$1,500	63%
5200 2115	COMPUTER SOFTWARE									\$2,362,495	\$1,891,258	20%
	Applications - Universal		73,992	864,490	11,771	22,443	274,915		1,247,611			
	Applications - Seat Based						1,114,884		1,114,884			
5200 2116	COMPUTER HARDWARE (Misc Expenses)									\$15,250	\$18,450	-21%
	Minolta (Fax - 2)					250			250			
	Miscellaneous Hardware						15,000		15,000			
5200 2120	SMALL TOOLS		500						5,500	\$5,500	\$1,000	82%
5200 2130	NON INVENTORIABLE EQUIP									\$7,000	\$7,000	0%
	Headsets		500		1,000	2,000			3,500			
	Admin/MIS Office Chairs		3,500						3,500			
5200 2180	UTILITIES									\$7,356	\$4,500	39%
	MIS Shared Space in RIA (utilities/rent)						7,356		7,356			

Item 11.

CONFIRE OPERATING EXPENDITURES PER FUND CENTER FISCAL YEAR 2024-25												
Obj Code	Fund Center Item	Description	Admin - General (100-5008) (U)	CAD/GIS (200-5008) (U)	Desert Dispatch (300-5008)	Valley Dispatch (400-5008)	MIS Universal (600-5008)	MIS SeatBased (600-5008)	Subtotals	TOTAL EXPENDITURE FUND 5008	FY 23-24 TOTAL EXPENDITURE FUND 5008	% of Diff
5200 2220	OTHER GENERAL LIABILITY (ISF)	Alliant - Medical Director Alliant - SLIP Alliant - SPIP Cyber Security Sexual Harassment Worker's Comp Insurance	6,042 28,789 52,858 - - 176,948						6,042 28,789 52,858 - - 176,948	\$264,637	\$49,092	81%
5200 2305	GENERAL OFFICE EXPENSE	Standing Flip Guides Cable / Satellite TV Employee Recognition / Outreach / Plaques Kitchen Supplies Office Supplies Staples Water			700 700 2,400 200 1,500 1,000 500	700 2,400 200 3,500 1,500			1,400 2,400 3,300 1,600 18,000 7,500 2,000	\$36,200	\$26,900	26%
5200 2310	POSTAGE (CCP)		1,000						1,000	\$1,000	\$1,500	-50%
5200 2323	COURIER & PRINTING (ISF) (CCP)	Additional Print Requests (ie business cards; recruitment flyers, etc) 3 Month Calendar Orders Budget Book OSHA Poster	500 400 750 300						500 400 750 300	\$1,950	\$1,000	95%
5200 2335	Temp Help	Robert Half Staffing								\$0	\$0	0%
5200 2345	SUBSCRIPTIONS	American Registry for Internet Numbers (ARIN) Go Daddy National Domains / Network Solutions, LLC StormWind Studios US Domain Authority					250 200 224 1,990 376		250 200 224 1,990 376	\$3,040		100%
5200 2400	PROF & SPECIALIZED SERVICES	Smarthire DOJ	10,000 500						10,000 500	\$10,500	\$500	95%
5200 2405	AUDITING	Annual Financial Audit Single Audit Annual Financial Audit - State Filing	29,575 8,000 700						29,575 8,000 700	\$38,275	\$20,700	46%

CONFIRE OPERATING EXPENDITURES PER FUND CENTER FISCAL YEAR 2024-25											
Obj Code	Fund Center Item	Description	Admin - General (100-5008) (U)	CAD/GIS (200-5008) (U)	Desert Dispatch (300-5008)	Valley Dispatch (400-5008)	MIS Universal (600-5008)	MIS SeatBased (600-5008)	TOTAL EXPENDITURE FUND 5008	FY 23-24 TOTAL EXPENDITURE FUND 5008	% of Diff
5200 2415	AUDITOR/CONTROLLER-RECORDER	Payables/Data Entry/EFT (Tax Prep & Processing - CCP) COWCAP (CCP Approx. \$30,000/yr after FY24/25)	7,500						\$7,500	\$16,995	-127%
5200 2445	OTHER PROF SERVICES	Aaron Mulhull (Colton FD - Tablet Command Liaison) CCIC - Intrusion & Penetration Consulting EAP - Counseling Team EMD QA (National Q) Enviro-Master System Mat Fratus Consulting Medical Director Rialto Janitorial Maintenance (Station 204) Shred-It Trebnon (Network Consulting) XBO-ECC Chief (Contracted Service Seat Based)							\$478,766	\$233,944	51%
5200 2460	GIS CHARGES (ISD/GIS) AERIAL IMAGERY			3,500					\$3,500	\$3,500	0%
5200 2540	LEGAL SERVICES		40,000						\$40,000	\$40,000	0%
5200 2840	MEDICAL EXPENSES	County Employee Health & Wellness (CEHW) Medical Supplies	1,000	1,000	1,000	1,000	1,000		\$7,500	\$7,000	7%
5200 2855	GENERAL MAINT - EQUIPMENT		2,500						\$2,500	\$2,500	0%
5200 2870	GENERAL MAINT - STRUCTURE		6,500						\$6,500	\$1,500	77%
5200 2895	RENTS & LEASES - EQUIP	Trailer Lease Cort Furniture Rental Copy Machine Lease				11,250			\$36,747	\$45,750	-24%
5200 2905	RENTS & LEASE STRUCTURE	HDGC - Floor Space HDGC - Equipment Space Rialto - Floor Space Rialto - Equipment Space							\$211,874	\$197,486	7%
5200 2925	FLEET MANAGEMENT (Motor Pool Assigned)	Fleet Fuel Infrastructure	40,000						\$40,234	\$20,077	50%
			234								

**CONFIRE OPERATING EXPENDITURES PER FUND CENTER FISCAL YEAR 2024-25**

Obj Code	Fund Center Item	Description	Admin - General (100-5008) (U)	CAD/GIS (200-5008) (U)	Desert Dispatch (300-5008)	Valley Dispatch (400-5008)	MIS Universal (600-5008)	MIS SeatBased (600-5008)	Subtotals	TOTAL EXPENDITURE FUND 5008	FY 23-24 TOTAL EXPENDITURE FUND 5008	% of Diff
5294 2941	CONF/TRNG/SEMINAR FEES									\$81,500	\$38,700	53%
		Training for Health & Wellness	15,000						15,000			
		Travel (Directors/Managers)	8,000		3,000	20,000	3,000		34,000			
		ESRI Conference	5,000						5,000			
		Central Square University Training	5,000						5,000			
		Python for ArcGIS Pro Training	2,500						2,500			
		CISCO Training and Certification	2,500						2,500			
		VMWare Training and Conference	2,500						2,500			
		Microsoft Training and Conference	5,000						5,000			
		MS-ISAC/CISA Training	5,000						5,000			
		PERC Training - CCP	5,000						5,000			
5294 2942	HOTEL		2,500	2,500		2,500	5,000		12,500	\$12,500	\$12,500	0%
5294 2943	MEALS		1,000	500		1,500	2,500		5,500	\$5,500	\$5,500	0%
5294 2945	AIR TRAVEL		2,500	2,000		2,500	5,000		12,000	\$12,000	\$12,000	0%
5294 2946	OTHER TRAVEL		300	200		300	500		1,300	\$1,300	\$1,300	0%
5530 5030	OPERATING TRANSFER OUT								-	\$15,698	\$22,125	-41%
		CAD to CAD Annual Maintenance (9019)		15,698					15,698			
5540 5010	SALARIES AND BENEFITS TRANSFER OUT								-	\$220,031	\$117,739	46%
		County for HR (CCP)	205,331						205,331			
		County for HR - COWCAP (CCP) (Potential Cost of \$22,000 after FY 24/25)	-						-			
		County for HR EBSD Recharge Rate (CCP)	4,700						4,700			
		County Contract Additional Services (CCP)	10,000						10,000			
	<b>FY 2024-25 TOTAL EXPENDITURES</b>		<b>\$ 1,700,221</b>	<b>\$ 1,215,798</b>	<b>\$ 2,971,765</b>	<b>\$ 4,782,110</b>	<b>\$ 1,671,563</b>	<b>\$ 1,723,758</b>	<b>\$ 14,065,214</b>	<b>\$ 14,065,214</b>	<b>\$13,310,903</b>	<b>5%</b>

# Fund 5008-100

## Finance/Administrative Division

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Salaries & Benefits	\$ 839,376	\$ 865,868	\$ 938,293	\$ 804,946	-14%
Services & Supplies	450,625	539,454	1,155,062	613,444	-47%
Training and Travel Related	10,000	35,000	35,000	61,800	77%
Other Reimb	-	-	-	220,031	0%
<b>TOTAL</b>	<b>\$ 1,300,001</b>	<b>\$ 1,440,322</b>	<b>\$ 2,128,355</b>	<b>\$ 1,700,221</b>	<b>-20%</b>

### DIVISION STAFFING

Title	FY2022-23		FY2023-24		FY2024-25	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
Executive Director*	1		1			
Administrative Secretary	1		1		1	
Chief Financial Officer (CFO)**			1			
Business Management Analyst***	1					
Staff Analyst II	1		1		1	
Staff Analyst I****	1		1		1	
Fiscal Specialist			1		1	
HR Analyst					1	
Payroll Specialist					1	
Public Service Employee		1		1		1
<b>Total</b>	<b>5</b>	<b>1</b>	<b>6</b>	<b>1</b>	<b>6</b>	<b>1</b>

\* Executive Director assigned to Fund 5020.

\*\* CFO reclassified to Finance/Administrative Director. Fund 5020 funds the increase in cost.

\*\*\* Business Management Analyst reclassified to CFO in FY 2023-24.

\*\*\*\* Services provided by contracted help.

### DIVISION DESCRIPTION

**Administration** – The CONFIRE Executive Director enacts the Board of Director’s and Administrative Committee’s vision for CONFIRE, through the direction and guidance of division activities. The Executive Director delegates many of these responsibilities to the Finance/Administrative Director. The Finance/Administrative Director ensures plans and procedures follow public administration laws and financial oversight. This oversight includes employee relations through agreements between bargaining units and the CONFIRE Board of Directors. Exempt and Non-Represented employees’ salaries and benefits are governed by the appropriate San Bernardino County Special District’s compensation plans. County Human Resources (HR) works with CONFIRE through a contractual agreement to provide various HR and

fiscal services to support CONFIRE. This agreement clarifies the role of each entity and places CONFIRE in more direct control over its administrative operations.

**Finance** – This division supports the financial operations of CONFIRE. Finance upholds the Board’s policies and expectations of financial health through the budgeting process, including monitoring the revenue billings, purchasing, and accounts payable expenditures monthly, reporting out to the CONFIRE Board of Directors and Administrative Committee. The Finance team adheres to industry standard accounting policies to safeguard the fixed assets, cash deposits, liabilities, and expenditures for review by the JPA’s auditors to produce the yearly financial statements. The division prepares various Federal and State reports providing support and guidance to the agencies served by the JPA and manages all grants awarded to CONFIRE. This team also manages all aspects of CONFIRE’s procurement processes.



Interim CFO, Quang Leba and Finance/Administrative Director, Damian Parsons.

### SIGNIFICANT DIVISION EXPENDITURES AND STAFFING CHANGES

The Finance/Administrative Division Budget is decreasing by 20% due to transferring the cost of the Executive Director to the Emergency Medical Services Fund (5020) and the Communications Director position to the Communications Division (200). There is also a reduction in services and supplies costs and temporary help services. These cost decreases are partially offset by Cost-of-Living Adjustments (COLA’s) in salaries and benefits for the newly approved Memorandum of Understanding (MOU) for Teamsters and the Emergency Services Dispatchers (ESU) of San Bernardino County and increases in costs for insurance.



### 2023-24 DIVISION ACCOMPLISHMENTS

- Completed Fiscal Year 2023-24 Financial Audit with no findings.
- Produced the Annual Budget Book.
- Reported Monthly Financial Statements to Administrative Committee.
- Reported monthly Budget to Actual Statements to Management.
- Recorded Board and Committee meetings according to Brown Act.
- Fully integrated a web-based agenda management & posting application.
- Reviewed and updated Fund Balance Policy.
- Reviewed the Departmental Staffing and updated positions.
- Finalized Agreement with County of San Bernardino for contractual services for Human Resources, Payroll, and Finance.
- Negotiated MOU's with Teamsters and ESU.
- Reclassified the Chief Financial Officer position to Finance/Administrative Director.
- Added Human Resources Analyst I and Payroll Specialist positions.
- Created the Clerk of the Board position.
- Reorganized the structure of CONFIRE.
- Became members of California Interagency Risk Authority (CIRA) to procure worker's compensation and general liability insurance.

### 2024-25 DIVISION GOALS AND OBJECTIVES

- Finalize Valley Dispatch Center Agreements and transition plan.
- Hire, onboard, train and transition new employees into the Division.
- Implement administrative related functions for the Ground Ambulance Contract.
- Keep strategic implementation planning ongoing for future site.
- Finalize and implement new administrative policies related to the Ground Ambulance Contract.
- Reorganize the Administrative Division roles and responsibilities to reflect new organizational structure.
- Oversee grant funded projects for CAD to CAD and ECNS.
- Review and update Financial Fund Policy for CONFIRE.
- Review and update insurance policy for the growth of CONFIRE.



Liz Berry, Clerk of the Board, and Rana Gilani, Staff Analyst II.

# Fund 5008-200

## CAD/GIS Division

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Salaries & Benefits	\$ 480,428	\$ 396,738	\$ 396,738	\$ 322,735	-19%
Services & Supplies	648,168	828,296	828,296	872,164	5%
Training and Travel Related	15,000	15,000	15,000	5,200	-65%
Other Reimb	22,125	29,689	29,689	15,698	-47%
<b>TOTAL</b>	<b>\$ 1,165,721</b>	<b>\$ 1,269,723</b>	<b>\$ 1,269,723</b>	<b>\$ 1,215,797</b>	<b>-4%</b>

### DIVISION STAFFING

Title	FY2022-23		FY2023-24		FY2024-25	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
Automated Systems Analyst I*	1		1		1	
Info Systems Analyst II	1		1		1	
GIMS Coordinator	1		1		1	
Computerized Mapping Analyst	1					
<b>Total</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>0</b>

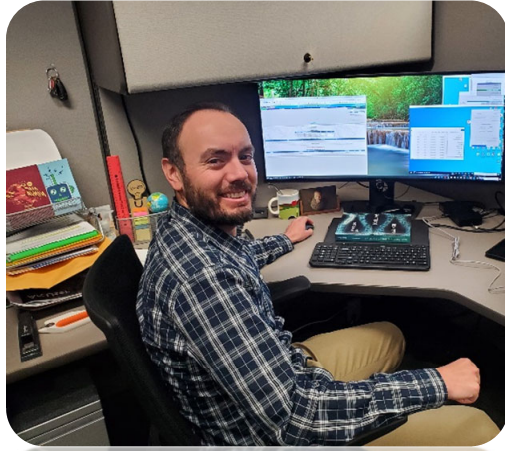
\* Services provided by contracted help.

### DIVISION DESCRIPTION

This element of the budget represents two functional sub-sections of the Management Information Systems Division (MIS).

**Computer Aided Dispatch System (CAD)** - CONFIRE uses Enterprise CAD, provided by Central Square. CAD is an array of interconnected software and hardware systems hosted on the CONFIRE server infrastructure. CAD enables Call Takers and Dispatchers to receive and process emergency calls, determine the location, and assign the appropriate response. It also maintains the location and status of all field resources for first responder safety and accountability. Numerous third-party systems operate in conjunction with the CAD system. Maintaining CAD and the associated interface systems requires the full-time efforts of one full-time employee and the occasional efforts of several other team members.

**Geographic Information Systems (GIS)** - GIS is a specific discipline within the broader context of information systems and technology. GIS professionals support the public safety mission by developing and maintaining mission critical mapping and location accuracy products. For CONFIRE, the primary role of the GIS team is to maintain the county street network and address



Sam Perez, GIS Coordinator

points and work in conjunction with the CAD team to ensure that information is kept up to date and accurate within the CAD system. The CONFIRE GIS team produces and maintains agency specific maps for use by first responders. These include wall maps for fire stations, printed or electronic map books in apparatus, specialized maps for mutual aid and wildland fire high hazard areas, fire prevention and weed abatement programs. Additionally, the GIS team assists during actual incidents by developing real-time mapping products for incident commanders, damage assessment teams and after-action reports.

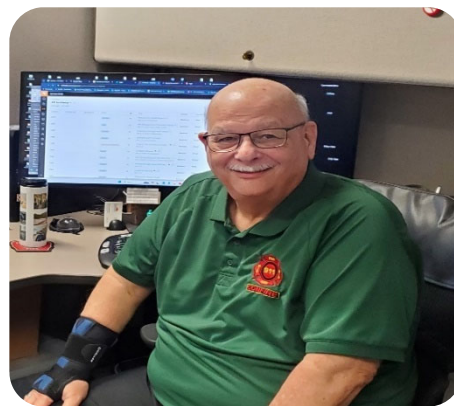
The role of GIS is rapidly expanding in public safety. Next Generation 9-1-1, CAD to CAD, drone technology, wireless calling, text to 9-1-1 requires robust integration of authoritative, locally produced and maintained location information. CONFIRE’s regional role will demand more from its current GIS capacity. Making GIS services available online to CONFIRE agencies is a major goal of the MIS division.

### **SIGNIFICANT DIVISION EXPENDITURES AND STAFFING CHANGES**

The CAD/GIS division budget is decreasing by 4% as a result of decreases in salaries and benefits due to not funding the vacant Computerized Mapping Analyst position and a reduction in training and travel related expenditures. These reductions are offset by the Cost of Living Adjustments (COLA’s) in salaries and benefits for the newly approved Memorandum of Understanding (MOU) Teamsters and the Emergency Services Dispatchers (ESU) of San Bernardino County and increases in services and supplies costs for Central Square Inform CAD maintenance and support and ImageTrend licensing.

## 2023-24 DIVISION ACCOMPLISHMENTS

- Completed offline Web-Map.
- Standardized Arc-GIS Online (AGOL) map.
- Updated Fire Hydrant Mapping.
- Upgraded CAD Mapping Version.
- Implemented AMR Murietta - CAD to CAD.
- Installed Weed Abatement Application.
- Added Neighboring Jurisdictions Address Labels in Pre Plan.
- Created ¼ mile x ¼ mile Polygon Grid for Inspections.
- Mapped of fire response districts with fire station marked.
- Built CAD Structured Query Language (SQL) Reporting.
- Upgraded CAD Production Version 23.1.3.3.
- Reverified CAD Premise.
- Uploaded Swift Water Rescue (SWR) Map for Tablet Command (TC).
- Changed over Automatic Vehicle Location (AVL) in Table Command (TC).
- Located Street Segment Disconnects & Elevation Inconsistencies.
- Implemented CAD Scheduled Call Taking Module.
- Uploaded Montclair SWR Map for Tablet Command.
- Updated CAD Address Points with Updated Addresses.
- Set Up Automated AGOL Feature Layer Back Up Process.
- Updated CAD Address Feature Layer in Chino TC Web Maps.
- Audited & Updated Schools in Address Points Data.
- Added CityComm layer to Riverside County and San Bernardino County in Cad to Cad Map.
- Added Parcels layer to GEO.
- Added mile markers to address points to CAD dataset.
- Redrew Rancho Cucamonga Response Areas.
- Replaced AGOL Fire Stations Layer with Innovation Technology Department (ITD) Layer.
- Added Freeway Point to CAD.
- Redrew Redlands Response Areas.



*"Our CAD System is the heart of CONFIRE's operation and due to the vision and investment of the Board of Director's is truly a state-of-the-art public safety technology"*



# Fund 5008-300

## Desert Dispatch Center Division

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Salaries & Benefits	\$ 2,214,677	\$ 2,445,909	\$ 2,445,909	\$ 2,730,150	12%
Services & Supplies	237,887	251,972	251,972	238,615	-5%
Training and Travel Related		-	-	3,000	0%
Other Reimb		-	-	-	0%
<b>TOTAL</b>	<b>\$ 2,452,564</b>	<b>\$ 2,697,881</b>	<b>\$ 2,697,881</b>	<b>\$ 2,971,765</b>	<b>10%</b>

### DIVISION STAFFING

Title	FY2022-23		FY2023-24		FY2024-25	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Per Diem
Communications Manager*					1	
Assist Comm Manager*	1		1			
Supervising Dispatcher	4		4		4	
Dispatcher I	15		14		10	
Call Taker	2		3		2	
<b>Total</b>	<b>22</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>17</b>	<b>0</b>

\* Assistant Manager reclassified to Communications Manager.

### DIVISION DESCRIPTION

The Communications Division is led and overseen by the Communications Director. CONFIRE Desert Communication Center in Hesperia consists of a group of public safety professionals that receive requests for emergency and non-emergency assistance. CONFIRE dispatches fire, emergency medical, and local government resources. Responsibilities include monitoring radios, telephones, field personnel, and coordinating mutual aid procedures and operations. The Desert Manager oversees the personnel and operations for the Desert Communications Center.

### SIGNIFICANT DIVISION EXPENDITURES AND STAFFING CHANGES

The Desert Dispatch Center division budget is increasing by 10% as a result Cost of Living increases in salaries and benefits for the newly approved Memorandum of Understanding (MOU) for Teamsters and the Emergency Services Dispatchers (ESU) of San Bernardino County. These increases are offset by decreases in services and supplies due to transferring the ProQA ESP license to the Emergency Communications Nurses System fund (5010).



## 2023-24 DIVISION ACCOMPLISHMENTS

- Revised Policies/Procedures and Training documents.
- Replaced headsets.
- Implemented Vesta - phone system maintenance plan.
- Updated EMD software to Version 14.
- Updated Low Code ECNS software to Version 5.3.1.
- Dispatch personnel assisted agencies in hiring/testing processes.
- Replaced CAD monitors for all 17 positions.
- Continued to work with CONFIRE MIS on an Audio/Visual system.
- Provided Interagency Resource Ordering Capability (IROC) training classes.
- Certified dispatch personnel to National Wildfire Coordinating Group (NWCG) standards for incident qualifications.
- Implemented Incident Qualification System (IQS) program for agencies.
- Hired 5 new Call Takers, 2 Dispatchers and 2 Supervisors.
- Added an additional Communications Manager position.
- Installed Situational Awareness Lights to all positions in the Desert and the Valley Dispatch Centers.
- Completed building plans and specifications for new Valley Dispatch Center.
- Received new "CCX" ICS Designator from FIRESCOPE.
- Implemented new "1000 series" radio identifiers for CONFIRE personnel.



*Call Taker Jessica Rubin (pictured center) receives a PRIDE Report.*

## 2024-25 DIVISION GOALS AND OBJECTIVES

- Replace Voice Recorders.
- Update Emergency Call Screen (ECT) in CAD.
- Implement the Next Generation 911 phone system.
- Provide Vesta Support training for supervisors.
- Provide training for leadership classes.
- Provide Incident Qualification System (IQS) training for managers.
- Revise policies, procedures, and training documents.
- Obtain secondary PSAP status from the state for funding.
- Develop and implement a Communications' Training Officer program.

Fund: CONFIRE Operations Fund 5008  
Division: Desert Dispatch Center 300



Item 11.

- Conduct regular “work-circle” sessions between management and telecommunicators.
- Establish CAD to CAD connection with Ontario Fire Dispatch, CALFIRE San Bernardino, Murrieta Fire Department, and AMR Riverside.
- Complete ACE recertification.
- Develop Peer Support and Chaplain Programs.
- Hire additional Call Takers, Dispatchers and Supervisors to backfill promotions.



*Dispatcher Terri Nielsen receives a PRIDE report from BC Mahan*



# FUND 5008-400

## Valley Dispatch Center Division

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Salaries & Benefits	\$ 3,988,170	\$ 4,375,505	\$ 3,625,011	\$ 4,207,259	16%
Services & Supplies	231,179	484,667	514,667	617,051	20%
Training and Travel Related	15,000	15,000	15,000	26,800	79%
Other Reimb	117,739	208,591	208,591	-	-100%
<b>TOTAL</b>	<b>\$ 4,352,088</b>	<b>\$ 5,083,763</b>	<b>\$ 4,363,269</b>	<b>\$ 4,851,110</b>	<b>11%</b>

### DIVISION STAFFING

Title	FY2022-23		FY2023-24		FY2024-25	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Per Diem
Communications Director*					1	
Communications Manager	1		1		1	
Assist Comm Manager	1		1		1	
Computer Aided Disp Coord.					1	
Supervising Dispatcher	4		4		4	
Dispatcher I	23		22		13	
Dispatcher EH		6		6		
Call Taker	4		5		9	
Call Taker PSE		7		7		
<b>Total</b>	<b>33</b>	<b>13</b>	<b>33</b>	<b>13</b>	<b>30</b>	<b>0</b>

\* Formerly Titled as Executive Director in FY 2023-24 in Fund 5008.

### DIVISION DESCRIPTION

The Communications Division is led and overseen by the Communications Director. The CONFIRE Valley Communication Center in Rialto, consists of a group of public safety professionals that receive requests for emergency and non-emergency assistance. CONFIRE dispatches fire, emergency medical, and local government resources. Responsibilities include monitoring radios, telephones, field personnel, and coordinating mutual aid procedures and operations. The Valley Manager oversees the personnel and operations for the Valley Communications Center.

### SIGNIFICANT DIVISION EXPENDITURES AND STAFFING CHANGES

The Valley Dispatch Center division budget is increasing by 11% as a result Cost of Living Adjustments in salaries and benefits for the newly approved Memorandum of Understanding (MOU) for Teamsters and the Emergency Services Dispatchers (ESU) of San Bernardino County and increases in services and supplies due to an anticipated increase in cost for the 40-hour San

Bernardino County Emergency Communications Chief (XBO-ECC) in the center and increases in training and travel for conferences. These increases are offset by decreases in dispatch console maintenance and computer software costs and a decrease in reimbursements due to a reduction in costs for the County Human Resource contract.



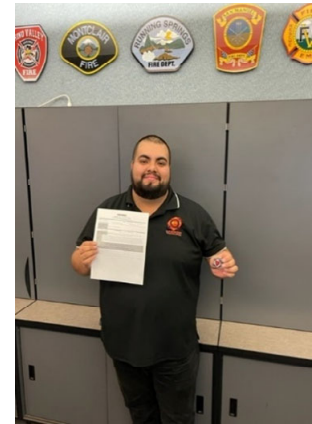
Dispatcher Anderson receives a PRIDE report from BC Perez for a difficult 911 call.

## 2023-24 DIVISION ACCOMPLISHMENTS

- Revised Policies/Procedures and Training documents.
- Replaced headsets.
- Updated Aqua and Provan for Emergency Medical Dispatching (EMD).
- Updated EMD software to Version 14.
- Updated Low Code ECNS software to Version 5.3.1.
- Dispatch personnel assisted agencies in hiring/testing processes.
- Developed and implemented Vesta - phone system maintenance plan.
- Provided Interagency Resource Ordering Capability (IROC) training classes.
- Implemented Incident Qualification System (IQS) program for agencies.
- Installed Situational Awareness Lights to all positions in the Desert and the Valley Dispatch Centers.
- Hired 5 new Call-takers, 2 Dispatchers and 1 Supervisor.
- Completed building plans and specifications for new Valley Dispatch Center.
- Received new "CCX" ICS Designator from FIRESCOPE.
- Implemented new "1000 series" radio identifiers for CONFIRE personnel.

### 2024-25 DIVISION GOALS AND OBJECTIVES

- Implement Next Generation 911 phone system.
- Replace Voice Recorder.
- Establish CAD to CAD connection with Ontario Fire Dispatch, CALFIRE San Bernardino, Murrieta Fire Department, and AMR Riverside.
- Complete ACE recertification.
- Update to Emergency Call Screen (ECT) in CAD.
- Provide training for leadership classes.
- Develop Peer Support and Chaplain Programs.
- Provide Vesta Support training for supervisors.
- Provide Incident Qualification System (IQS) training for managers.
- Revise policies, procedures, and training documents.
- Develop and implement a Communications' Training Officer program.
- Conduct regular “work-circle” sessions between management and telecommunicators.
- Hire additional Call-takers, Dispatchers and Supervisors to backfill promotions.



Dispatcher Guerra receives a PRIDE report for a CPR save.

### PUBLIC SAFETY TELECOMMUNICATOR APPRECIATION WEEK FESTIVITIES



From left to right: Aggie Galvez, Maria Sanchez, Tara DeNunzio, Kiana White, Sarah Kaestner, Jaime Vilchez, Zeke Guerra, Casey Carrillo.



Dispatch Appreciation Week: Rock Star Day. From left to right: Sarah Kaestner, Maria Sanchez, Casey Carrillo, Jaime Vilches, Kelli Hofer, Aggie Galvez, Kiana White, Tara DeNunzio.



Dispatch Appreciation Week: Barbie and Ken Day.

# Fund 5008-600

## Management Information Services (MIS)

### Division

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Salaries & Benefits	\$ 1,164,825	\$ 1,390,760	\$ 1,390,760	\$ 1,532,259	10%
Services & Supplies	1,846,175	2,009,121	2,123,104	1,847,062	-13%
Training and Travel Related	30,000	30,000	30,000	16,000	-47%
Other Reimb	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 3,041,000</b>	<b>\$ 3,429,881</b>	<b>\$ 3,543,864</b>	<b>\$ 3,395,321</b>	<b>-4%</b>

#### DIVISION STAFFING

Title	FY2022-23		FY2023-24		FY2024-25	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
MIS Manager	1		1		1	
MIS Supervisor	1		1		1	
Info Systems Analyst II	2		2		3	
Info Systems Analyst III	2		2		2	
Automated Systems Technician*	1		1		1	3
Public Service Employee		3		3		
<b>Total</b>	<b>7</b>	<b>3</b>	<b>7</b>	<b>3</b>	<b>8</b>	<b>3</b>

\* Services provided by contracted help.

#### DIVISION DESCRIPTION

The Management Information Systems (MIS) Division provides secure, reliable, and sustainable mission-critical information technology (IT) infrastructure and systems that support CONFIRE and its agencies by leveraging emerging technologies and strategies aligned with organizational objectives.

#### EXPENDITURES AND STAFFING CHANGES

The MIS division budget is decreasing by 4% as a result of decreases in services and supplies costs due to the elimination of pass-through radio and pager charges for the agencies and Wide Area Network (WAN) charges to County Fire, and a reduction in costs for wireline (network) and training and travel. These costs are offset by Cost-of-Living Adjustments in salaries and benefits for the newly approved Memorandum of Understanding (MOU) for Teamsters and the funding of previously vacant position to fund temporary help services (contractor).





*(Left to right) Dana DeAntonio, David Graves, Nicholas Lystra, Travis Padilla, Blessing Ugbo, Samuel Perez, Thomas Clark, Steven Cendejas, and Steven Lehnhard*

### 2023-24 DIVISION ACCOMPLISHMENTS

- Implemented New Core Network Switch for Desert Data Center.
- Expanded Storage Node.
- Implemented Blade (Storage).
- Performed Westnet Hardware Refresh (CONFIRE).
- Implemented Sophos Xstream Protection.
- Implemented Sophos Central Network Detection and Response.
- Implemented Sophos Central Email Advanced.
- Implemented Verizon Tunnel Failover with the Border Gateway Protocol (BGP).
- Consolidated the Network Virtual Local Area Network (Vlan)
- Consolidated the Network Internet Protocol (IP) Subnet.
- Updated Meraki Dynamic Routing.
- Implemented SolarWinds Service Desk.
- Implemented Single Sign-On/Multi-Factor Authentication (SSO/MFA) for Telestaff.
- Converted routing to Open Shortest Path First (OSPF).
- Upgraded ECNS LowCode.
- Implemented KnowB4 Coaching Module.
- Implemented Proof of Concept (POC) and Tablet Command Automated Vehicle Locating (AVL).
- Added Wildland Interface Preplans to the San Bernardino County (XBO) Page.



## 2024-25 DIVISION GOALS AND OBJECTIVES

- Integrate Backup Solution (O365).
- Upgrade Helpdesk Ticketing System.
- Implement Log Analyzer.
- Increase Blade Storage.
- Implement NICE Voiceprint.
- Expand CAD Storage.
- Research Intrusion & Penetration consulting.
- Perform Valley Desktop refresh.
- Invest in Storage PowerEdge.
- Implement Blade (Storage.)
- Implement 10gig Multi-Mode Cisco SFPs (replacements and backups).
- Upgrade 1gig multi-mode Cisco SFP's.
- Replace and extend Direct Attach Copper (DAC) cables.
- Replace the CONFIRE Communications Center (CCC) extended length with cables with DAC.
- Increase Valley Spectrum connection to 1gig.
- Upgrade Spectracom Net clock.
- Replace additional Cisco Switches.
- Install new physical domain controllers.
- Implement Google Cloud for TeleStaff.
- Upgrade Patch Management Software.
- Implement Network Management and Mapping Software.
- Apply Management Security (Black/Whitelisting).
- Install Network Access Control/Management (ISE/ForeScout/ClearPass).
- Implement Penetration Testing/Cyber Security Response Plan.
- Install Network Security (Emerging Technology POC).
- Replace the MIS transit van and pickup truck with a larger van.
- Rebuild CAD.
- Implement CAD pre-scheduling module.
- Redesign/Rebrand CONFIRE Website.

CONFIRE Reserves, Grants, Special Revenue, & Enterprise Funds FY 2024-25									
Revenue	State Other	Equipment Reserve (5009)	General Reserve (5010)	General Reserve Grant Funded (5010)	Term Benefit Reserve (5011)	CAD to CAD Special Revenue (5019)	EMS Enterprise (5020)		
40408840	CA 911 Branch		25,000						
5010	040-Intergovmnt Revenue-State		25,000						
	<b>Federal Grants</b>								
40509094	American Rescue Plan Act			842,356					
5010	Homeland Security Grant 2022					88,431			
5019	UASI Grant 2022					300,000			
5013	050-Intergovmnt Revenue-Federal			842,356		388,431			
	<b>EDUCATIONAL SERVICES</b>								
40709540	EMS Administration - ISA Agreement with Community Colleges								39,000
5020	070-Charges for Current Services								39,000
	<b>FEE ORD-AMBULANCE SERVICE FEES</b>								
40759470	EMS HD OC - 911, IFT, Speciality Units & Special Events								31,087,575
8835105020	EMS West Valley OC - 911, IFT, Speciality Units & Special Events								45,585,198
8835115020	EMS East Valley OC - 911, IFT, Speciality Units & Special Events								41,703,950
8835125020	075-Charges for Current Services-Fee Ord								118,376,723
	<b>Other Revenue</b>								
40809970	Agency Equipment Replacement	140,538							
5009	CONFIRE Equipment Replacement	473,574							
	Contract Agencies 5% Contribution				36,951				
5011	Victorville 4th Year Instalment				114,505				
	AMR San Bernardino CAD-to-CAD Subscription Cost					15,698			
5019	AMR Riverside CAD-to-CAD Subscription Cost					16,483			
	Chino Valley PD CAD-to-CAD Subscription Cost					15,698			
	Murrieta CAD-to-CAD Subscription Cost					15,698			
	Riverside Co Fire CAD-to-CAD Subscription Cost					15,698			
	San Manuel CAD-to-CAD Subscription Cost					15,698			
	SB Cal Fire CAD-to-CAD Subscription Cost					5,000			
	AMR San Bernardino CAD-to-CAD Administrative					5,000			
	AMR Riverside CAD-to-CAD Administrative					5,000			
	Chino Valley PD CAD-to-CAD Administrative					5,000			
	Murrieta CAD-to-CAD Administrative					5,000			
	Ontario FD CAD-to-CAD Administrative					5,000			
	Riverside Co Fire CAD-to-CAD Administrative					5,000			
	SB Cal Fire CAD-to-CAD Administrative					5,000			
5020	EMS Administration - Priority Implementation Fund Contribution								200,000
8835015020	Ontario Working Capital Loan								10,000,000
	<b>Subtotals - 080-Other Revenue</b>	614,112			151,456	161,369			10,200,000
	<b>Operating Transfer In</b>								
5009	Reserve Fund Balance	548,926							
5010	Reserve Fund Balance		102,200						
5011	Reserve Fund Balance					465,971			
	CAD-to-CAD SUBSCRIPTION from 5008								15,698
	Loan from 5010 to 5019 for the CAD-to-CAD Project								
	<b>Subtotals - 090-Other Financing Sources</b>	548,926	102,200		465,971	15,698			
	<b>TOTAL REVENUE \$</b>	<b>1,163,038 \$</b>	<b>127,200 \$</b>	<b>842,356 \$</b>	<b>617,427 \$</b>	<b>565,498 \$</b>			<b>128,615,723</b>

Item 11.



**CONFIRE FY 2023-24 BUDGET**  
**Funds 5009, 5010, 5011, 5019, 5020**

Expenditures	Equipment Reserve (5009)	General Reserve (5010)	General Reserve Grant Funded (5010)	Term Benefit Reserve (5011)	CAD to CAD Special Revenue (5019)	EMS Enterprise (5020)
<b>51001010 SALARIES AND BENEFITS</b>						
SALARIES AND BENEFITS			534,433			2,386,611
Term Benefits Reserve/Retirement Cashout				467,427		
<b>Subtotal 100-SALARIES AND BENEFITS</b>			534,433	467,427		2,386,611
<b>52002025 CLOTHING &amp; PERSONAL SUPPLIES</b>						
8835015020 EMS Administration						4,000
<b>52002031 PAYROLL SYSTEMS SERVICES (SD/EMACS)</b>						
8835015020 EMS Administration			698			872
<b>52002070 FOOD</b>						
8835015020 EMS Administration						15,000
<b>52002075 MEMBERSHIPS</b>						
8835015020 EMS Administration						2,500
<b>52002076 TUITION REIMBURSEMENT</b>						
8835015020 EMS Administration						3,000
<b>52002085 LEGAL NOTICES</b>						
8835015020 EMS Administration						250
<b>52002115 COMPUTER SOFTWARE</b>						
IE PSOP CAD-to-CAD Subscriptions					142,067	
IE PSOP CAD-to-CAD Project					388,431	
ProQALowCode Maintenance and License Renewal (ECNS)			94,302			
8835015020 EMS Administration						1,366,609
<b>52002116 COMPUTER HARDWARE</b>						
<b>Agency Replacement Equipment</b>						
Chino	500					
Colton - AV Upgrade Conference Room Sta. 211	8,000					
Montclair	500					
Redlands	2,000					
Rialto	2,000					
Running Springs	500					
Victorville	500					
<b>CONFIRE Refresh</b>						
Desert Desktop Refresh	35,000					
Storage PowerEdge	100,000					
Blade (Storage)	64,000					
10Gig Multi-Mode Cisco SFPs (replacements and backups)	5,000					
1Gig multi-mode Cisco SFP's (replace off-brand)	5,000					
DAT cables (replace the extended length HD)	5,000					
DAT cables (replace the extended length CCC)	5,000					
Increase Valley Spectrum connection to 1 Gig	9,000					
Sophos XGS107 FW Spare	3,000					
Spectracom Net clock	17,000					
Additional Replacement Cisco Switches	15,000					
Office printer	1,000					
Bluetooth earbuds/cell for remote calls	1,000					
iPad for Testing AVL (Prod/Training Environment)	1,000					
New physical domain controllers	17,000					
Google Cloud for TeleStaff	5,000					
Upgrade to Atlas Maps (CAD)	5,000					
County-wide NG911 compliance	5,000					
Active-Comms	15,000					
Updates/Patch Management Software	10,000					
Network Management and Mapping Software	10,000					
Diagrams of Network/Systems/Software Solutions	5,000					
TA First Aid Kit by Bradshaw Consulting	2,000					
Application Mgmt. Security (Black/White/Ising)	10,000					
Network Access Control/Management (SEForSecout/ClearPass)	80,000					
Penetration Testing/Cyber Security Response Plan	100,000					

Item 11.





# Fund 5009

## Equipment Reserve Fund

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Salaries & Benefits					-
Services & Supplies	614,279	1,204,124	1,204,124	1,036,500	-14%
Training and Travel Related					-
Other Reimb	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 614,279</b>	<b>\$ 1,204,124</b>	<b>\$ 1,204,124</b>	<b>\$ 1,036,500</b>	<b>-14%</b>

### FUND DESCRIPTION

This Fund serves two purposes. First, it holds funds collected annually from each agency to maintain an ample reserve to replace the CONFIRE specific information technology equipment on a scheduled basis. This is a “universal” cost apportioned to each agency based on the proportion of overall call volume for each agency. The second purpose is to fund the replacement of agency-specific equipment as required. Only agencies that possess equipment supported by CONFIRE MIS pay into this fund (seat-based). These charges are developed based on projected replacement costs for each item divided by that anticipated service life of the equipment (usually 4-5 years).

Typically, these funds are accounted for in the budget as an expenditure offset by equal revenue. Reserves are held in case of any unforeseen expenditure that could occur due to equipment failure. Any unexpended funds remain in the Equipment Reserves Fund. CONFIRE staff must receive approval from the Administrative Committee to expend their Equipment Reserve funds. CONFIRE staff works with agencies to maintain sufficient funds in this account to cover the costs for a complete equipment replacement process should that be necessary. Board policy does not set a funding level for this fund.

### FUND HIGHLIGHTS

In Fiscal Year 2023-24, CONFIRE MIS staff purchased several small equipment items for Colton, Redlands, Apple Valley, Montclair, Rancho Cucamonga, and Rialto Fire Departments to support multiple projects.

In Fiscal Year 2023-24, MIS staff completed various equipment projects and desktop equipment refreshes:

- Conducted WestNet Hardware Refresh (CONFIRE).

- Conducted Westnet Annual Maintenance - COL, LOM, RIA, RED, SMI, SBC, BFA, RSP.
- Conducted Westnet Cut-Over and Testing - BDC FS161, FS164, FS10, FS304.
- Implemented Rialto City Sophos Firewall.
- Reconfigured High Desert Guest Network.
- Reconfigured High Desert Internal Wireless Network.
- Reconfigured Valley Guest Network.
- Reconfigured Valley Internal Wireless Network.
- Upgraded Edge Switches at (Valley and Desert).
- Upgraded Firewall (Valley/Desert).
- Installed 26 Curved Monitors for the Desert Dispatch Center.
- Installed 50 Angled Monitor Arms and 50 - 5" Vertical Hub Extension for the Desert Dispatch Center.
- Implemented Redlands - Network Upgrade/Modernization.
- Implemented Colton - Network Upgrade/Modernization.
- Upgraded Network Connection at Rialto Fire Station.
- Implemented Valley Communications Dispatch Center - Phase 1.

### 2024-25 DIVISION GOALS AND OBJECTIVES

In Fiscal Year 2024/25, MIS plans to fund the following projects using Equipment Reserve Funds:

- Implement Valley Communications Dispatch Center - Phase 1.
- Upgrade to TC AVL - RIA, COL, RED.
- Upgrade WestNet Hardware - RIA 202.
- Implement Westnet Annual Maintenance - COL, LOM, RIA, RED, SMI, SBC, BFA, RSP.
- Replace Meraki Firewall License and Hardware - SMI, RSP, BFA, MTC.



Ugbo Blessing, MIS Manager, presenting at MIS Engage 2023 Conference.

**CONFIRE MIS**  
**Engage 2023** CONFERENCE  
Unmasking Strength through Collaboration

Sept. 19, 10 am - 1 pm

CONFIRE Training Room (Trailer) 1743 Miro Way Rialto, CA 92376

**Keynote Speaker:**

Mike Bell - Assistant Director CONFIRE

**Q&A Session with CONFIRE Leadership**

Nathan Cooke - Director CONFIRE

Mike Bell - Assistant Director CONFIRE

Quang Leba - Chief Financial Officer CONFIRE

Otto Schramm - Communications Manager CONFIRE

Blessing Ugbo - MIS Manager CONFIRE



We're excited and looking forward to seeing you at the first annual CONFIRE MIS **ENGAGE** 2023. It will be an immersive and interactive experience to geek with our geeks and to showcase our core competence CAD, GIS, Network and Security at our technology booths.

We look forward to exchanging and exploring collaborative ideas with the CONFIRE family.



From left to right: Chief Bell, Nathan Cooke, Otto Schramm, Quang Leba, Blessing Ugbo



# FUND 5010

## General Reserve Fund

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Salaries & Benefits	\$ 1,311,159	\$ 1,311,159	\$ 1,311,159	\$ 534,433	-
Services & Supplies	1,737,551	342,303	342,303	404,958	18%
Training and Travel Related	8,500	33,084	33,084	30,165	-9%
Other Reimb	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 3,057,210</b>	<b>\$ 1,686,546</b>	<b>\$ 1,686,546</b>	<b>\$ 969,556</b>	<b>-43%</b>

### DIVISION DESCRIPTION

The General Reserve Fund is used to provide emergency or contingency funding for CONFIRE operations (5008) if the need arises due to lack of payment, catastrophe, or other unforeseen fiscal circumstances. Capital improvement purchases or projects (CIP) may also be made from this Fund with appropriate budget approval.

The American Rescue Plan Act (ARPA) Grant funds awarded to CONFIRE, are also accounted for in the General Reserve Fund for the Emergency Communications Nurse System (ECNS). The program was developed with the utilization of specially trained registered nurses co-located in the 911 dispatch center to triage calls with the goal of guiding callers to the most appropriate resource for their situation.

It is the policy of the CONFIRE Board of Directors to build and retain a level of cash in the General Reserve Fund to cover one quarter (25 percent) of annual operating costs (5008).

Carrying an excess of the 25 percent contingency (recommended) is appropriate as long it can be demonstrated that CONFIRE is building toward significant known or projected capital expenditures (building replacement, Computer Aided Dispatch (CAD) software replacement etc.) as identified in the planning process and approved by the Administrative Committee and Board of Directors.

The Board policy has established a Capital Improvement Plan (CIP) element of this fund. It is currently funded at \$3,000,000.

Items budgeted as expenditures, are funded by the planned excess of the required 25 percent contingency. If unexpended, those funds will remain in the General Reserves.

### FUND HIGHLIGHTS

In Fiscal Year 2023-24, CONFIRE completed the following:

- Used grant funding to support the Emergency Community Nurse System (ECNS)
  - Hired four full time Emergency Communications Nurses.
  - Increased number of calls being handled by ECNS staff.
- Purchased a staff vehicle.
- Attended ground-breaking for the new Valley Communications Center
  - Worked on lease agreement (still in draft) to include expenditure of Capital Improvement Program funds to pre-pay a portion of the lease.
  - Expected move-in date last quarter of 2025.



Groundbreaking Event 3.19.24. Counterclockwise: rendering of new communications building. County Officials, Confire Team.

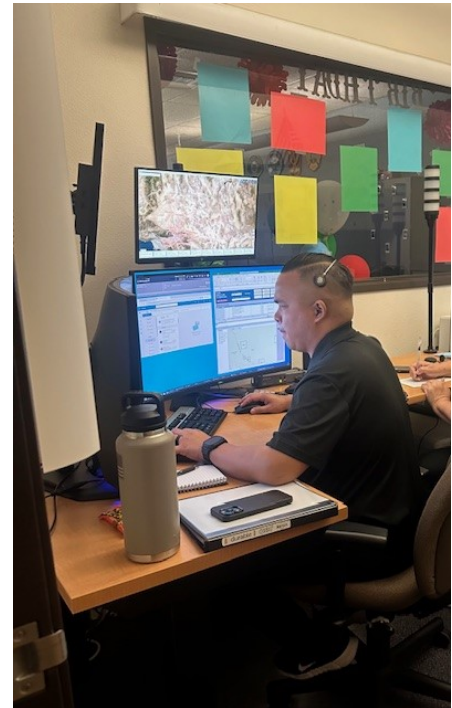


**GOALS**

- Add a seven-digit line, which will allow patients with non-emergency complaints to contact a nurse directly for guidance rather than utilizing the 911 system for non-emergencies.
- Add a Full-time ECNS Manager.
- Add four per-diem nurses.



ECNS Staff: Nurse Mallory Osekowsky and Nurse Cheryl Gilliat.



Nurse Raymundo Bernard.



Left to right: Nurse Tracey L'Heureux, Nurse Mallory Osekowsky and Nurse Cheryl Gilliat.

# FUND 5011

## TERM BENEFIT RESERVE FUND

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Salaries & Benefits	\$ 225,177	\$ 228,522	\$ 228,522	\$ 467,427	105%
Services & Supplies	0		351,100	150,000	-57%
Training and Travel Related	-		-	-	-
Other Reimb	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 225,177</b>	<b>\$ 228,522</b>	<b>\$ 579,622</b>	<b>\$ 617,427</b>	<b>7%</b>

### FUND DESCRIPTION

The Term Benefit Reserve Fund was initially established to cover the liability of CONFIRE employees’ accumulated leave accruals. The current Board policy is to fully fund this liability annually. In 2018 the Board directed CONFIRE to begin setting aside funds when available to address potential unfunded liabilities such as pension benefits and other employee related costs. New member agency fees and a premium assessed to contract agencies provide funding to this reserve.

### FUND HIGHLIGHTS

In Fiscal Year 2024-25, Fund 5011 will receive Victorville’s 4<sup>th</sup> of 5 installment payment of \$114,505.

These payments help CONFIRE support the need for one-time cash outs of retirements or other employees that separate from CONFIRE that may occur during any fiscal year.

### ACHIEVEMENTS

- Funded Worker’s Compensation ‘tail claims’ thus completing the transition from San Bernardino County Risk Management to a CONFIRE managed program through California Interagency Risk Authority (CIRA) JPA.
- Funded significant retiree cash outs.
- Completed the first full year as an independent entity with San Bernardino County Employees Benefits Association (SB CERA).
- Maintained sufficient reserves to cover employee leave benefits.

### GOALS

- Set aside \$150,000 to cover the self-insured retention (SIR) requirements of our worker’s compensation program and general liability provided by the California Interagency Risk Authority (CIRA).
- Assess the pension liability and determine if strategies are required to mitigate potential long-term funding issues.



At the January 28th Administrative Committee meeting, John Tucker was recognized for 25 years of service to CONFIRE and the Agencies we serve. We wish him a happy retirement.



*Gary Morton's retirement was announced at the March 26th Administrative Committee meeting after 15 years of service.*

# FUND 5019

## CAD to CAD Fund

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	-
Services & Supplies	879,213	623,283	623,283	530,498	-15%
Training and Travel Related	-	-	-	-	-
Other Reimb	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 879,213</b>	<b>\$ 623,283</b>	<b>\$ 623,283</b>	<b>\$ 530,498</b>	<b>-15%</b>

**FUND DESCRIPTION**

CONFIRE continues to serve as the system administrator for the regional interoperable computer aided dispatch (CAD) solution, Inland Empire Public Safety Operations Platform (IE PSOP) or CAD to CAD Project. The system connects multiple Emergency Communications Center (ECC) CAD systems through a cloud-hosted interface. This enables ECC’s to send real-time information and requests for resources electronically. This eliminates time-consuming phone calls and reduces response times. It also improves regional situational awareness, coordination, and system resilience.

### Inland Empire Public Safety Operations Platform (IE PSOP)



Fund 5019 is used to budget revenues for specific expenses for the CAD to CAD system such as administrative costs, new integrations, and annual subscription fees. Revenue sources for this project are mainly funded through Urban Areas Security Initiative (UASI) grant and contributions from agencies participating in the project.

**FUND HIGHLIGHTS**

Initial resources for the CAD to CAD project are primarily grant funded. CONFIRE was approved for Urban Area Security Initiative (UASI) grants from 2018-2023 totaling over \$1,500,000. These funds have enabled the project to bring several agencies into the system (or in progress). CONFIRE was approved for another \$10,000 from UASI in 2023. Additionally, annual



subscription/maintenance revenue sources are from participating agencies. CONFIRE currently has the following agencies participating in the project: Chino Police Department, San Manuel Department of Public Safety, American Medical Response (AMR) San Bernardino, Murrieta Fire and Riverside County Fire. Integrations of the Ontario Fire Department, AMR Riverside and Cal Fire are in progress.

CONFIRE, acting as the administrative agency for the system, passes annual maintenance/subscription fees from the system vendor as well as a fee to cover costs for its administrative role.

**2023-24 ACCOMPLISHMENTS**

- Initiated projects for AMR Riverside, Ontario Fire and CAL Fire San Bernardino.
- Murrieta Fire and Riverside AMR currently testing.... go live is imminent.
- Started project with National Resource System Ordering (IROC).



CAD to CAD Team: Vanessa Meyer and Steve Lenhard.

**2024-25 GOALS**

- Complete active integration projects (by the end of 2024).
- Undertake projects to enable stable CAL Fire unit integrations.
- Engage with neighboring regions to explore further integration:
  - San Diego, Orange, Ventura Counties.
- Pursue additional opportunities for integration to include but not limited to:
  - Additional Law Enforcement agencies.
  - California Highway Patrol (CHP).
  - Barstow Fire Department.
  - United States Forest Service (USFS).
  - Medical Helicopter Agencies.
  - Utility Agencies

# FUND 5020

## Emergency Medical Services

EXPENDITURE SUMMARY	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	Change from 2023-24
Salaries & Benefits	\$ -	\$ -	\$ 168,296	\$ 2,386,611	\$ 2,218,315
Services & Supplies	-	58,000	1,318,182	107,846,849	\$ 106,528,667
Training and Travel Related	-		-	58,500	\$ 58,500
Debt Service				10,240,000	\$ 10,240,000
Other Reimb	-	-	81,522	40,000	\$ (41,522)
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 58,000</b>	<b>\$ 1,568,000</b>	<b>\$ 120,571,960</b>	

### FUND DESCRIPTION

This enterprise fund was created in Fiscal Year 2023-24 by the Board of Directors to account for the Emergency Medical Services (EMS) Division. The enterprise fund accounts for all EMS Division-related costs for providing emergent and non-emergent ground ambulance transportation to the public, to be recovered primarily through cost recovery billing for services provided.

### FUND HIGHLIGHTS

The EMS Division Operations Budget includes a combination of one-time startup expenses and ongoing costs for the anticipated nine months of operations. The budget adds additional full-time employee (FTE) staffing to ensure compliance with the requirements of the ambulance contract.

### FISCAL YEAR 2023-24 ACCOMPLISHMENTS

- Developed operational budget for a fully functional EMS Division.
- Established new cost centers to align with invoicing practices.
- Completed Auditor review on Fund setup.
- The board approved mid-year funding for EMS Fund 5020 from Operational Fund 5008.

### FISCAL YEAR 2024-25 GOALS

- On October 1, 2024, deliver a forward-thinking, high-performance EMS service that leverages community partnerships, innovation, and a skilled workforce to provide an

economically sustainable service that connects our diverse community with the care they need, when they need it, where they need it.

- Strengthen and diversify our collaborative partnerships with community-based education programs, igniting the expansion of our talent pipeline and creating a resilient and sustainable recruitment structure to meet current and future EMS system needs.
- Establish and implement community outreach and risk reduction programs to contribute added value to our communities, equipping individuals with the knowledge, resources, and skills necessary to thrive in a safer and healthier environment.
- Develop innovative and forward-thinking EMS Mobile Health solutions that revolutionize emergency medical services by seamlessly integrating cutting-edge technology, real-time data analytics, and user-centric design to enhance patient care, optimize resource allocation, and improve overall system efficiency.
- Operate in a fiscally prudent manner, closely monitoring monthly benchmarks to ensure the Fund follows anticipated expenses, enabling staff to identify issues quickly and pivot, if necessary, to maintain financial stability and strategic alignment.
- Work closely with our third-party billing company to optimize cost recovery, enhance data collection processes, and establish transparent cost recovery metrics that effectively showcase the Fund's performance and financial health.



CONFIRE Ambulance

# REVENUE

## FUND SUMMARY

CONFIRE, Joint Powers Authority was established for local agencies within the region to join forces and tackle issues together in a mutual effort to strengthen public safety in the region. This cooperation within the Joint Powers Authority allows cost-sharing for its agencies along with collaborative decision-making regarding jurisdictional and regional public safety services. Revenue is received from each member and contract agency served according to their annual volume of dispatched calls (universal-based) and by each individual agency's use of optional equipment, software, or services (seat-based).

On December 5, 2023, the San Bernardino County Board of Supervisors awarded CONFIRE the contract for ground ambulance services for eleven exclusive operating areas in the county, known as the comprehensive service area. The CONFIRE Board of Directors authorized the creation of a new Enterprise Fund (Emergency Medical Services 5020) to receive revenues and expend costs related to the new contract. Fund revenues are obtained primarily from cost recovery of emergent and non-emergent ambulance services provided to the public. Additional revenue will be received from the California Public Provider Ground Emergency Transport Program, an innovative supplemental funding program available to public providers.

### CONFIRE UNIVERSAL COST PER CALL (Fund 5008)

Agency	Call Volume	Call %	Universal Cost per Agency	Total Universal Cost	Seat-Based per Agency	Total
AppleValley Fire Protection Dist.	12,587	5.11%	619,222	619,222	103,095	722,317
Big Bear Fire Department	3,581	1.45%	176,169	176,169	69,784	245,953
Chino Valley Fire Dist.	13,276	5.39%	653,117	653,117	152,883	806,000
Colton Fire Dept.	7,428	3.02%	365,424	365,424	158,852	524,275
Loma Linda Fire Dept.	4,380	1.78%	215,476	215,476	113,320	328,796
Montclair Fire Dept.	4,751	1.93%	233,727	233,727	44,053	277,780
Rancho Cucamonga Fire Dist.	18,196	7.39%	895,159	895,159	161,026	1,056,185
Redlands Fire Dept.	11,738	4.77%	577,455	577,455	211,413	788,868
Rialto Fire Dept.	11,837	4.81%	582,326	582,326	236,333	818,660
Running Springs Fire	619	0.25%	30,452	30,452	22,925	53,377
San Bernardino County Fire Dist.	131,351	53.35%	6,461,861	6,461,861	546,117	7,007,977
San Manuel Fire	1,943	0.79%	95,587	95,587	50,595	146,182
Victorville Fire Dist.	23,460	9.53%	1,154,123	1,154,123	152,360	1,306,483
Baker Ambulance	748	0.30%	36,799	36,799	-	36,799
County Road Dept.	296	0.12%	14,562	14,562	-	14,562
AMR			-	-	-	-
<b>Total</b>	<b>246,191</b>	<b>100.00%</b>	<b>\$ 12,111,458</b>	<b>\$ 12,111,458</b>	<b>\$ 2,022,756</b>	<b>\$ 14,134,214</b>
					<b>Expenditure Cost per Call</b>	<b>\$ 49.20</b>



# CONFIRE REVENUE FUND SUMMARY

FUND 5008 - OPERATIONS FUND	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Revenue from Other Govt. Entities	\$ 12,239,937	\$ 14,083,770	\$ 14,083,770	\$ 14,134,214	0.36%
Revenue from Ambulance Services	\$ -	\$ 175,000	\$ 175,000	\$ -	-100%
Interest Decrease of Net Value	\$ -	\$ -	\$ -	\$ -	-
Residual Transfer In/Out	\$ -	\$ -	\$ 81,522	\$ -	-100%
<b>TOTAL</b>	<b>\$ 12,239,937</b>	<b>\$ 14,258,770</b>	<b>\$ 14,340,292</b>	<b>\$ 14,134,214</b>	<b>-1%</b>

FUND 5009 - Equipment Reserve Fund	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Revenue from Other Govt. Entities	\$ 614,279	\$ 583,124	\$ 583,124	\$ 598,082	3%
Interest	\$ -	\$ -	\$ -	\$ -	-
Residual Transfer In/Out	\$ -	\$ -	\$ -	\$ -	-
Other: Fund Balance	\$ -	\$ 621,000	\$ 621,000	\$ 548,926	-12%
<b>TOTAL</b>	<b>\$ 614,279</b>	<b>\$ 1,204,124</b>	<b>\$ 1,204,124</b>	<b>\$ 1,147,008</b>	<b>-5%</b>

FUND 5010 -General Reserve Fund	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Revenue from Other Govt. Entities	\$ -	\$ -	\$ -	\$ 25,000	-
Revenue from Grants	\$ 1,914,235	\$ 1,615,346	\$ 1,615,346	\$ 842,356	-48%
Interest	\$ -	\$ -	\$ -	\$ -	-
Residual Transfer In/Out	\$ 1,058,311	\$ -	\$ -	\$ -	-
Other: Fund Balance	\$ -	\$ 71,200	\$ 71,200	\$ 102,200	44%
<b>TOTAL</b>	<b>\$ 2,972,546</b>	<b>\$ 1,686,546</b>	<b>\$ 1,686,546</b>	<b>\$ 969,556</b>	<b>-43%</b>

\*ARPA funding will run out in November 2024

FUND 5011 -Term Benefits Reserve Fund	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Revenue from Other Govt. Entities	\$ 225,177	\$ 228,522	\$ 228,522	\$ 151,767	-34%
Interest	\$ -	\$ -	\$ -	\$ -	-
Residual Transfer In/Out	\$ -	\$ -	\$ -	\$ -	-
Other: Fund Balance	\$ -	\$ -	\$ 351,000	\$ 465,659	33%
<b>TOTAL</b>	<b>\$ 225,177</b>	<b>\$ 228,522</b>	<b>\$ 579,522</b>	<b>\$ 617,426</b>	<b>7%</b>

FUND 5019 -General Reserve Fund	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	% Change From 2023-24
Revenue from Other Govt. Entities	\$ 740,000	\$ 205,163	\$ 205,163	\$ 161,369	-21%
Revenue from Grants	\$ 117,088	\$ 388,431	\$ 388,431	\$ 388,431	-
Interest	\$ -	\$ -	\$ -	\$ -	-
Residual Transfer In/Out	\$ 22,125	\$ 29,689	\$ 29,689	\$ 15,698	-47%
Other	\$ -	\$ -	\$ -	\$ -	-
<b>TOTAL</b>	<b>\$ 879,213</b>	<b>\$ 623,283</b>	<b>\$ 623,283</b>	<b>\$ 565,498</b>	<b>-9%</b>

FUND 5020 -General Reserve Fund	2022-23 Revised	2023-24 Adopted	2023-24 Revised	2024-25 Budget	Change From 2023-24
Revenue from Other Govt. Entities	\$ 82,795	\$ -	\$ -	\$ 39,000	\$ 39,000
Revenue from Grants	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue from Fee Ord - Ambulance Svce. Fees	\$ -	\$ -	\$ -	\$ 118,376,723	\$ 118,376,723
Interest	\$ 259	\$ -	\$ -	\$ -	\$ -
Residual Transfer In/Out	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
Other Revenue	\$ -	\$ -	\$ 1,010,000	\$ 10,200,000	\$ 9,190,000
Other: Fund Balance	\$ -	\$ 58,000	\$ 558,000	\$ -	\$ (558,000)
<b>TOTAL</b>	<b>\$ 1,083,054</b>	<b>\$ 58,000</b>	<b>\$ 1,568,000</b>	<b>\$ 128,615,723</b>	

## CONFIRE REVENUE SUMMARY FY 2024-25

Department / District	% of Call Volume 2023	Agency Revenue for Operating Fund (5008)	Total Equipment Replacement (5009)	FY 2024-25 Total Operating & Equipment Costs	5% Contract Chrg. of Total Oper. Costs/ Membership Fees (SB) (5011)	FY 2025 Total AR from Agency	% of Change FY 2024 to FY2025
Apple Valley	5.11%	722,317	24,552	746,869		\$ 746,869	0%
Big Bear (Contract)	1.45%	245,953	8,071	254,024	12,701	\$ 266,725	-7%
Chino Valley	5.39%	806,000	26,218	832,218		\$ 832,218	3%
Colton	3.02%	524,276	51,324	575,600		\$ 575,600	-2%
Loma Linda	1.78%	328,796	22,415	351,211		\$ 351,211	12%
Montclair (Contract)	1.93%	277,780	9,479	287,259	14,363	\$ 301,622	7%
Rancho Cucamonga	7.39%	1,056,185	35,682	1,091,867		\$ 1,091,867	5%
Redlands	4.77%	788,868	55,089	843,957		\$ 843,957	6%
Rialto	4.81%	818,659	58,820	877,479		\$ 877,479	0%
Running Springs (Contract)	0.25%	53,377	1,531	54,908		\$ 54,908	13%
San Bernardino County Fire	53.35%	7,007,978	252,667	7,260,645		\$ 7,260,645	0%
San Manuel (Contract)	0.79%	146,182	4,418	150,600	7,530	\$ 158,130	12%
Victorville	9.53%	1,306,483	45,808	1,352,291	114,505	\$ 1,466,796	8%
Baker Ambulance (Contract)	0.30%	36,799	1,439	38,238	1,912	\$ 40,150	-5%
County Road Dept (Contract)	0.12%	14,562	569	15,131	757	\$ 15,888	18%
<b>TOTAL REVENUE</b>	<b>100.00%</b>	<b>\$ 14,134,215</b>	<b>\$ 598,082</b>	<b>\$ 14,732,297</b>	<b>\$ 151,767</b>	<b>\$ 14,884,064</b>	<b>2%</b>

**Fund 5020**  
**Emergency Medical Services**  
**REVENUE SUMMARY**

REVENUE	2022-23 ACTUAL	2023-24 ADOPTED	2023-24 REVISED	2024-25 BUDGET	Change From 2023-24
EMS Administration (501)		\$ 58,000	\$ 58,000	\$ 10,239,000	\$ 10,181,000
High Desert Operations (510)				\$ 31,087,575	\$ 31,087,575
West Valley Operations (511)				\$ 45,585,198	\$ 45,585,198
East Valley Operations (512)				\$ 41,703,950	\$ 41,703,950
Disaster Response Team (530)				\$ -	\$ -
Other Revenue			\$ 10,000	\$ -	\$ (10,000)
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 58,000</b>	<b>\$ 68,000</b>	<b>\$128,615,723</b>	<b>\$ 128,547,723</b>
Operating Transfer In			\$ 2,500,000		\$ (2,500,000)
<b>TOTAL REVENUE</b>	<b>\$ -</b>	<b>\$ 58,000</b>	<b>\$ 2,568,000</b>	<b>\$ 128,615,723</b>	<b>126,047,722.99</b>



## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, MARCH 26, 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  
 B.C. Tom DeBellis, Colton Fire Department  
 Chief Mike McCliman, Rancho Cucamonga Fire Department  
 Chief Brian Park, Rialto Fire Department  
 Chief Bertral Washington, San Bernardino County Fire  
 Chief Bobby Clemmer, Victorville Fire Department

#### CALL TO ORDER

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

#### PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the 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 the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee Minutes of February 28, 2024
2. CONFIRE Operations Statement as of February 29, 2024

3. Fund Balance Report as of February 29, 2024
4. 2024 YTD Call Summary
5. YTD Answering Times
6. Billable Incidents 2024
7. Call Processing Time Analysis – February 2024
8. EMD-ECNS Performance Standards – February 2024
9. Resolution 2024-01 DOJ
10. Extra Help Positions

*Motion to accept all items on Consent*

*Motion by: Chief Brian Park*

*Second by: Chief Mike McCliman*

*Yes - 9*

*No - 0*

*Abstain – 0*

*Absent – 0*

## **DIRECTOR REPORT**

- a. Staffing Update
- b. Valley Dispatch Center Update
- c. Implementation Team Update
- d. Executive Director Search Committee Update
- e. Annual Charges Sub Committee Update
- f. ECNS Finance Update

## **COMMITTEE REPORTS**

- a. Support Committee Report/MIS Updates - Blessing Ugbo
  - *NICE – Voice Print implementation – On hold pending Sheriff Department upgrade.*
  - *CAD Maintenance – Effective April 2024, MIS will perform all system maintenance from 11 p.m. to 5 a.m. to be less disruptive.*
  - *One-Drive – MIS will back up desktops to one-drive for all computers on the CONFIRE network. This improves data retrieval and reduces support costs.*
  - *CONFIRE would like to welcome Robert Skaggs who has officially joined the MIS team as an ISA III.*
- b. Ops Chief Committee Report – Chief Jeremy Ault
  - *Tablet Command Data Sharing – Ops Chiefs to continue discussion at next meeting.*
  - *GSW Delta 6 (Active Assailant) – discussion.*

- *LA County Radio system changes – discussion.*
- c. CAD to CAD – Mike Bell
- *Murrietta/AMR very close to go live*
  - *Ontario moving forward*
  - *Reviewing CAL Fire San Bernardino integration for potential grant funding. Will convene an IE PSOP Exec meeting for direction.*

## **OLD BUSINESS**

*None*

## **NEW BUSINESS**

### **11. Image Trend - ACTION ITEM**

*The California Health and Safety Code requires EMS providers to submit an Electronic Patient Care Report (ePCR) for every EMS response (HSC Sec 197.227, ICEMA Protocol 5030). This includes 911 calls, interfacility transfers, “dry runs,” and for patients who refuse care and/or transportation. Furthermore, LEMSAs, such as ICEMA, are responsible for implementing and coordinating ePCR data collection and reporting systems to the level necessary to maintain medical control and continuity of patient care.*

*CONFIRE complies with this reporting using ImageTrend ePCR software. This Software as a Service (SaaS) platform is currently managed by ICEMA on CONFIRE’s behalf through an agreement with CONFIRE. Although this arrangement allows both agencies to meet the practical and statutory requirements for EMS reporting, CONFIRE agencies have encountered certain limitations in the arrangement that may be reducing the system’s potential. These limitations include limited customization and limited data access.*

*As CONFIRE embarks on a new chapter of MIS focused service to its agency’s community members, capture and control of relevant data will become more crucial to ensure that data driven decisions are timely and appropriate. To achieve the maximum potential from our data systems, staff proposes that CONFIRE transition from the ICEMA managed platform of ImageTrend to one that is managed by CONFIRE directly. By doing so, CONFIRE will gain greater control over data management processes, ensuring alignment with our operational objectives and regulatory requirements.*

*CONFIRE’s current annual cost of using the ICEMA managed ImageTrend platform is \$123,663. This includes ImageTrend annual fees for connecting to ICEMA’s platform and integration costs to other connected software (CAD, Telestaff, FirstWatch).*

*The proposed transition to a CONFIRE managed ImageTrend platform and associated software integration costs result in an increase of \$390,000 for the first year for a total of \$513,663. This includes a one- time \$150,000 startup cost to be paid out of FY23/24 budget using fund balance. Fees for subsequent years represent an annual increase of \$240,000 which will be paid out of FY24/25 EMS fund. Subsequent years are also subject to a price increase from ImageTrend of not more than 7% annually.*

***Motion to direct Interim Manager Nathan Cooke to approach ICEMA to discuss a possible MOU, if this is not possible or fruitful, motion is to move forward funding all Image Trend fees and related integration costs using monies generated from CONFIRE’s EMS division.***

***Motion by: Chief Brian Park***

***Second by: Chief Buddy Peratt***

***Yes - 9***

***No - 0***

***Abstain - 0***

***Absent - 0***

**12. EMS Division Uniforms - ACTION ITEM**

*Priority Ambulance will provide employee uniforms to the single-function paramedics and EMTs. The uniforms will display the expression “Services Provided by Priority Ambulance” to meet compliance with the California Civil Code.*

*The item up for consideration meets all contractual requirements and conforms to legal requirements.*

*This proposal has no direct cost to CONFIRE EMS and Mobile Health or CONFIRE. All expenses related to employee uniforms for single-function paramedics and EMTs are part and parcel of contracts or agreements with Priority Ambulance.*

***Motion to approve the proposed employee uniforms as presented.***

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

***Second by: Chief Jeremy Ault***

***Yes - 9***

***No - 0***

***Abstain – 0***

***Absent – 0***

**13. EMS Division Ambulance Graphics - ACTION ITEM**

*On December 5, 2024, the Board of Supervisors awarded CONFIRE EMS and Mobile Health the contract for ground ambulance services for eleven exclusive operating areas in the county, known as the comprehensive service areas. Within CONFIRE’s*

*proposal during the RFP process, the submittal of the fleet livery was required and, therefore, submitted as part of our comprehensive proposal. The contract with the County and California Civil Code 3273 further outlines some mandatory requirements regarding ambulances.*

*SB 556 was approved by the legislature in 2014, adding Section 3273 to the California Civil Code. The law establishes specific signage and emblem requirements for non-publicly owned ambulances and uniforms. The law applies to all contracts that become effective on or after January 1, 2015.*

*The item being presented meets all contractual requirements and conforms to legal requirements. ICEMA has tentatively approved the fleet branding to conform with contractual requirements.*

*There is no direct cost to CONFIRE EMS and Mobile Health or CONFIRE. All expenses relating to painting, wrapping, and labeling the fleet are part and parcel of contracts or agreements with Priority Ambulance.*

***Motion to approve the proposed branding and livery as presented, with authorization given to modify size and location of graphics as deemed appropriate.***

***Motion by: Chief Bertral Washington***

***Second by: Chief Brian Park***

***Yes - 9***

***No - 0***

***Abstain – 0***

***Absent – 0***

## **ROUND TABLE**

*None*

## **CLOSED SESSION**

14. Review and update anticipated Litigation – Significant exposure to litigation to Government Code section 4596.9(b): AMR Lawsuit  
*No reportable action taken during closed session.*

## **ADJOURNMENT**

***Motion to adjourn the CONFIRE Administrative Committee Meeting***

*The meeting adjourned at 4:10 p.m.*



**Upcoming Meetings:**

Next Regular Meeting: April 30, 2024, at 1:00 p.m.

    /s/ Liz Berry    

**Liz Berry**  
**Administrative Secretary I**



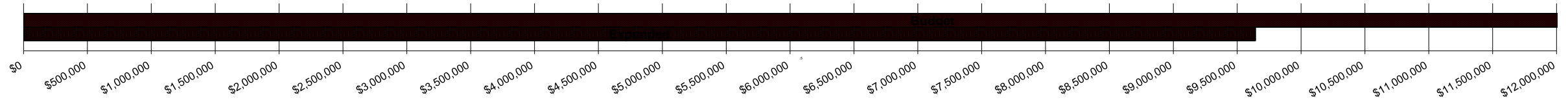
**OPERATIONS FUND 5008**  
**Audited MONTHLY SUMMARY FY 2023-24**

Transactions thru March 31, 2024

Item 15.

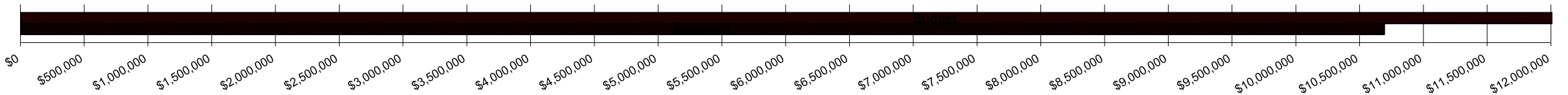
Expenditures	3 PP											3 PP	Total YTD	2023/24	Bud - Exp	% Used
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May					
Salary/Benefits	603,081	499,711	578,886	653,923	856,459	595,259	569,706	344,081	563,352	-	-	-	5,264,459	8,638,592	\$3,374,133	60.9%
Overtime/Call Back	32,907	27,470	29,306	29,115	41,389	29,258	28,476	28,977	27,528	-	-	-	274,427	46,000	-\$228,427	596.6%
Phone/Circuits/Internet	16,340	31,491	40,356	35,047	34,404	35,143	41,955	26,288	54,023	-	-	-	315,047	450,337	\$135,290	70.0%
County IS/Data Services/Counsel	12,596	(3,443)	3,407	4,008	1,603	1,218	2,054	6,538	1,505	-	-	-	29,486	61,926	\$32,440	47.6%
Radio/Pager, Console Maint	-	46,538	41,673	41,701	41,701	42,357	43,108	39,616	44,594	-	-	-	341,288	534,989	\$193,701	63.8%
Computer Software	53,355	1,193,865	44,997	21,357	8,484	398,062	417,700	3,504	(9,156)	-	-	-	2,132,167	2,379,133	\$246,966	89.6%
Computer Hardware	-	96	744	8,547	186	(8,553)	119	323	1,314	-	-	-	2,775	15,250	\$12,475	18.2%
Office Exp/Copier Lease	3,126	7,624	2,338	4,347	6,451	4,801	7,164	11,754	6,746	-	-	-	54,351	111,795	\$57,444	48.6%
Insurance/Auditing	128,891	12,535	-	27,864	12,000	2,163	8,792	(5,855)	-	-	-	-	186,390	188,997	\$2,607	98.6%
Payroll/HR/Medical Director	4,917	72,091	46,583	31,657	23,585	18,939	36,357	474,440	185,003	-	-	-	893,573	1,398,230	\$504,658	63.9%
Travel/Training	3,549	(1,158)	3,446	684	845	2,697	1,204	165	2,708	-	-	-	14,139	95,000	\$80,861	14.9%
Auto/Structure/Fuel	-	1,388	1,582	1,555	1,474	1,872	1,776	1,506	1,271	-	-	-	12,425	59,232	\$46,807	21.0%
Other/HDGC Rent/Equip Trans	15,510	8,620	14,134	14,523	27,646	1,864	14,547	13,456	11,751	-	-	-	122,051	251,035	\$128,984	48.6%
<b>Total</b>	<b>874,271</b>	<b>1,896,828</b>	<b>807,452</b>	<b>874,329</b>	<b>1,056,227</b>	<b>1,125,080</b>	<b>1,172,956</b>	<b>944,795</b>	<b>890,640</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,642,578</b>	<b>14,230,516</b>	<b>\$4,587,939</b>	<b>67.8%</b>

**% Fiscal Year Passed 75.0%**



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	3,534,918	(6,431)	-	-	-	10,498,408	14,255,214	\$3,756,806	74%
Interest	37,546	(37,546)	-	38,217	-	-	39,707	-	-	-	-	-	77,924	-	(\$77,924)	
Other	-	103,433	-	14,179	-	-	-	-	-	-	-	-	117,611	81,522	(\$36,089)	
<b>Total</b>	<b>37,546</b>	<b>3,532,244</b>	<b>-</b>	<b>52,396</b>	<b>3,503,537</b>	<b>-</b>	<b>39,733</b>	<b>3,534,918</b>	<b>(6,431)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,693,944</b>	<b>14,336,736</b>	<b>\$3,642,792</b>	<b>75%</b>

**% Fiscal Year Passed 75.0%**





# CONFIRE

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

**Operations Fund (5008)**

Audited Fund Balance 7/1/23		\$	3,906,214
Revenue			10,693,944
Expenditures			(9,642,578)
	Net		1,051,366
<b>Total Fund Balance</b>		<b>\$</b>	<b>4,957,580</b>

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

**Equipment Reserve Fund (5009)**

Audited Fund Balance 7/1/23		\$	2,329,317
Revenue			534,688
Expenditures			(761,055)
	Net		(226,367)
<b>Total Fund Balance</b>		<b>\$</b>	<b>2,102,950</b>

**General Reserve Fund (5010)**

Audited Fund Balance 7/1/23		\$	6,450,620
Revenue			703,670
Expenditures			(691,672)
Grant Funds Due to CAD to CAD			-
	Net		11,998
<b>Total Fund Balance</b>		<b>\$</b>	<b>6,462,617.77</b>

**Restricted Fund Balance**

Reserve for CIP			(3,000,000)
	Net Committed		(3,000,000)
<b>Available Fund Balance</b>		<b>\$</b>	<b>3,462,618</b>

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

**Term Benefits Reserve Fund (5011)**

Audited Fund Balance 7/1/23		\$	1,854,273
Revenue			296,957
Expenditures			(398,515)
	Net		(101,558)
	Net Transfers In/Out		-
<b>Total Fund Balance</b>		<b>\$</b>	<b>1,752,715</b>




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

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

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

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

Audited Fund Balance 7/1/23		\$	1,124,165
Revenue			24,050
Expenditures			(224,512)
	Net		(200,462)
	Net Transfers In/Out		-
<b>Available Fund Balance</b>		<b>\$</b>	<b>923,703</b>



### Call Summary

**CONFIRE/Comm Center**

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

Year: 2024

**From:** 1/1/2024

**To:** 3/31/2024

**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
Feb-24	16567	41	16608	0.25%	11210	373	11583	14462	5171	94	19727	47918	121.2
Mar-24	17211	53	17264	0.31%	11325	375	11700	14701	5513	88	20302	49266	123.7
<b>2024 Totals</b>	52132	116	52248	0.22%	34277	1107	35384	43864	16497	288	60649	148281	124.3
<b>2023 Totals</b>	51601	164	51765	0.32%	35963	1242	37205	46143	13464	331	59938	148908	105.1



## PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2024 - 3/31/2024

Agency Fire

Affiliation

From: 1/1/2024

To: 3/31/2024

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

Call Hour	Answer Times In Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 2024 Total	17,259	487	188	319	75	45	3	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
February 2024 Total	15,685	388	174	253	74	33	1	16,608
% answer time ≤ 10 seconds	94.44%	2.34%	1.05%	1.52%	0.45%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.78%							
% answer time ≤ 40 seconds	99.35%							
March 2024 Total	16,504	281	167	246	53	12	1	17,264
% answer time ≤ 10 seconds	95.60%	1.63%	0.97%	1.42%	0.31%	0.07%	0.01%	100.00%
% answer time ≤ 15 seconds	97.23%							
% answer time ≤ 40 seconds	99.62%							
Year to Date 2024 Total	49,448	1,156	529	818	202	90	5	52,248
% answer time ≤ 10 seconds	94.64%	2.21%	1.01%	1.57%	0.39%	0.17%	0.01%	100.00%
% answer time ≤ 15 seconds	96.67%							
% answer time ≤ 40 seconds	99.34%							
Year to Date 2023 Total	47,537	1,641	904	1,239	308	132	4	51,765
% answer time ≤ 10 seconds	91.83%	3.17%	1.75%	2.39%	0.59%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	95.00%							
% answer time ≤ 40 seconds	99.14%							

<b>Jurisdiction</b>	<b># of Incidents</b>	<b>% of Total</b>
San Bernardino County	32,283	52.69%
VictorvilleFD	5,631	9.19%
RanchoCucamonga	4,577	7.47%
ChinoValleyFD	3,408	5.56%
AppleValley	3,089	5.04%
Rialto	3,003	4.90%
Redlands	2,867	4.68%
Colton	1,906	3.11%
MontclairFD	1,252	2.04%
Loma Linda	1,097	1.79%
Big Bear Fire	1,089	1.78%
San Manuel FD	552	0.90%
Baker Ambulance	294	0.48%
Running Springs	137	0.22%
Road Department	90	0.15%
<b>Total</b>	<b>61,275</b>	<b>100%</b>

<b>BDC Division</b>	<b># of Incidents</b>	<b>% of Total</b>
East Valley	11,252	34.85%
Fontana	5,149	15.95%
Valley	4,511	13.97%
Hesperia	3,164	9.80%
South Desert	2,906	9.00%
North Desert	2,857	8.85%
Adelanto	1,241	3.84%
Mountain	1,203	3.73%
<b>Total</b>	<b>32,283</b>	<b>100%</b>

# CONFIRE 911 Call Processing Time Analysis

## March 2024





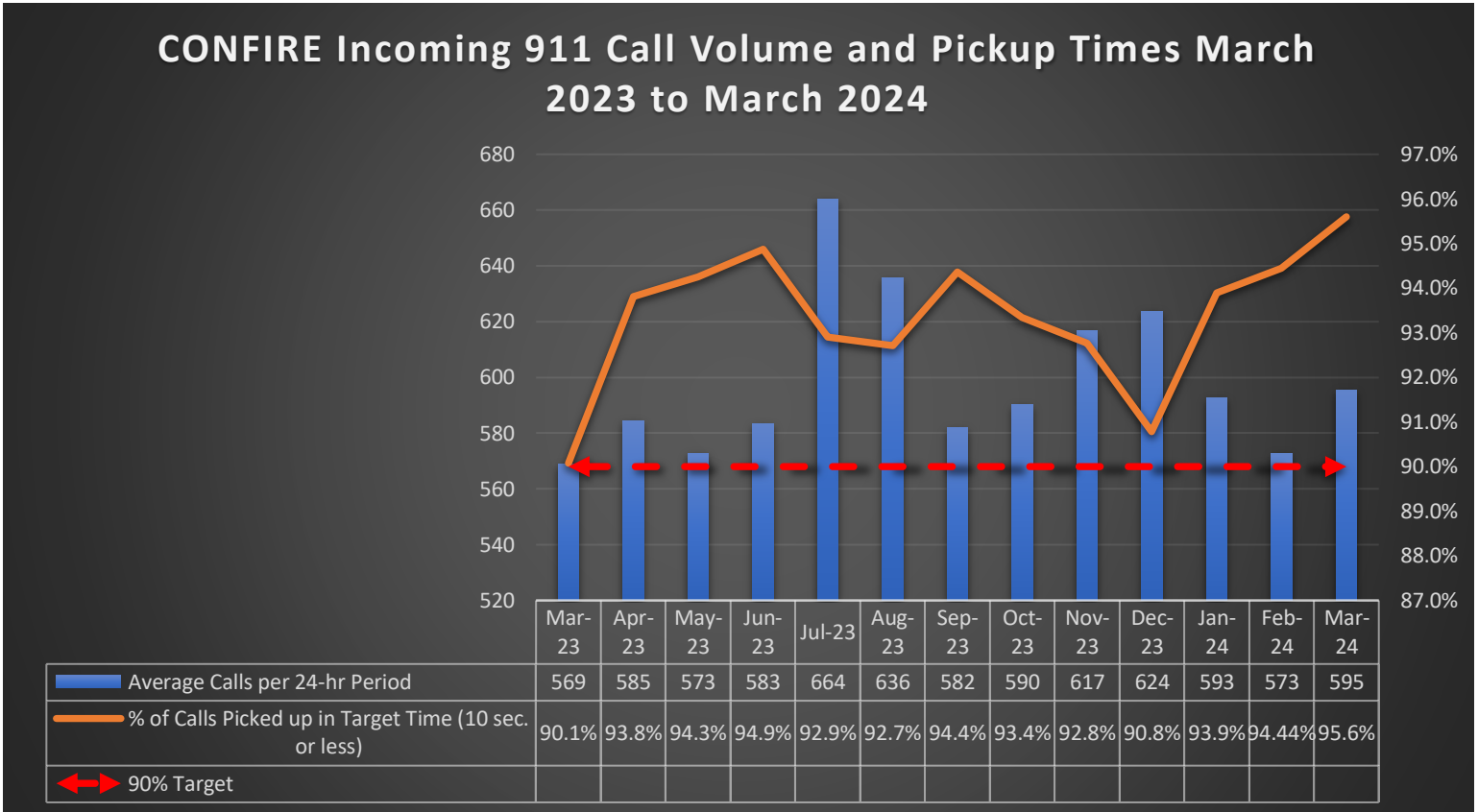
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Figure 1: CONFIRE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System.



#### Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE’s CAD server. The following table illustrates multiple elements of the call processing continuum in terms of call volume and call processing times for various call types. For the purposes of this analysis, only calls that meet the definition of “emergency” per NFPA 1225 (answer requests for emergency assistance withing 10 seconds at 90% of the time) and CONFIRE Administrative Chiefs’ directive are included in the calculations. State standards are 15 seconds at 90% or 20 seconds at 95% of the time, National Emergency Number Association (NENA) has also adopted this standard. 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 2: EMS Call Pickup to First Unit Assigned. Includes all Emergency EMS Call Types, and Calls With and Without Determinant Codes. This excludes times for calls deemed to be non-emergency per NFPA 1225.

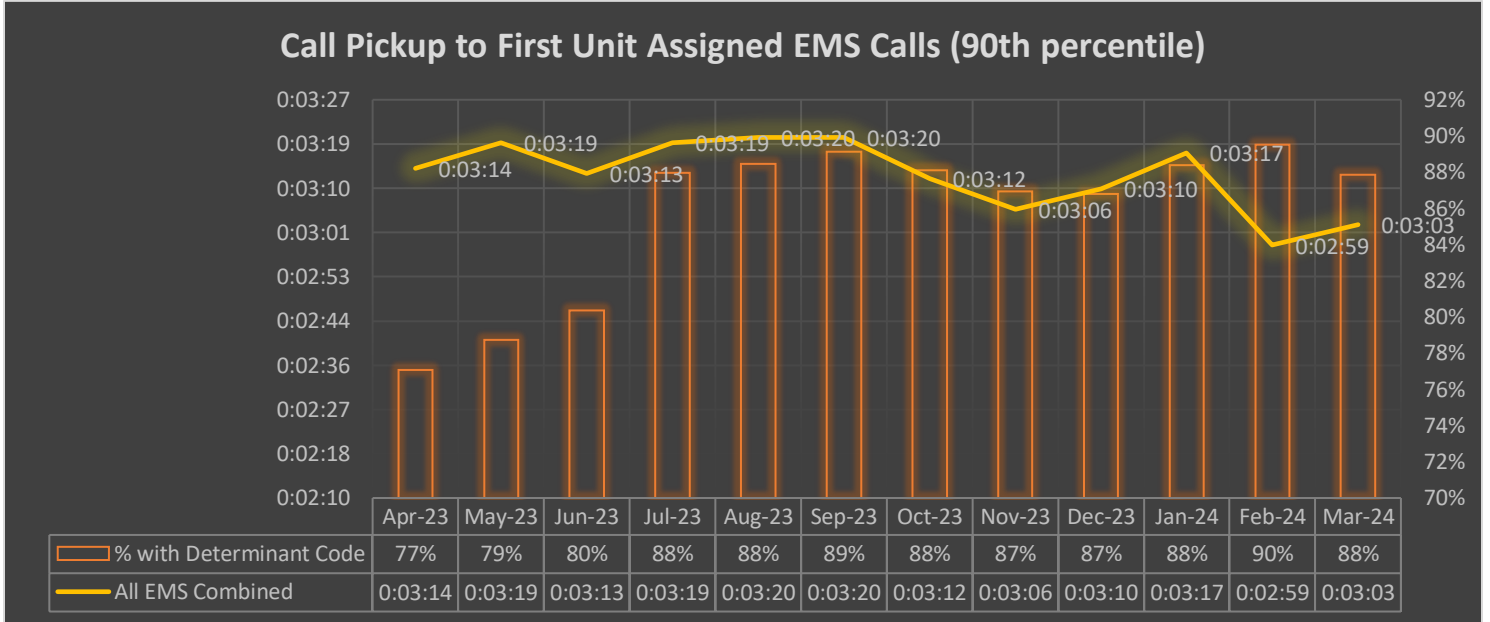
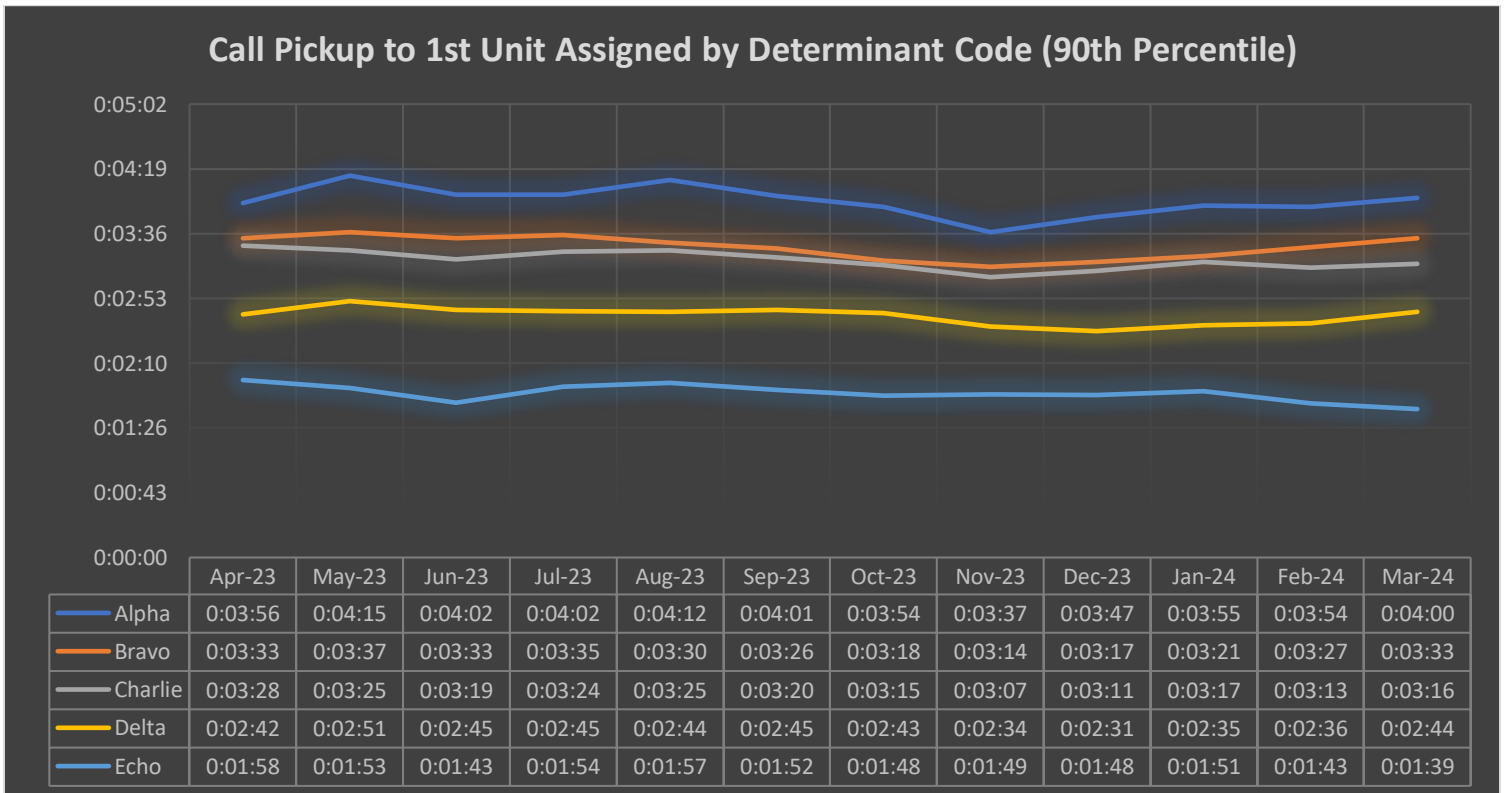


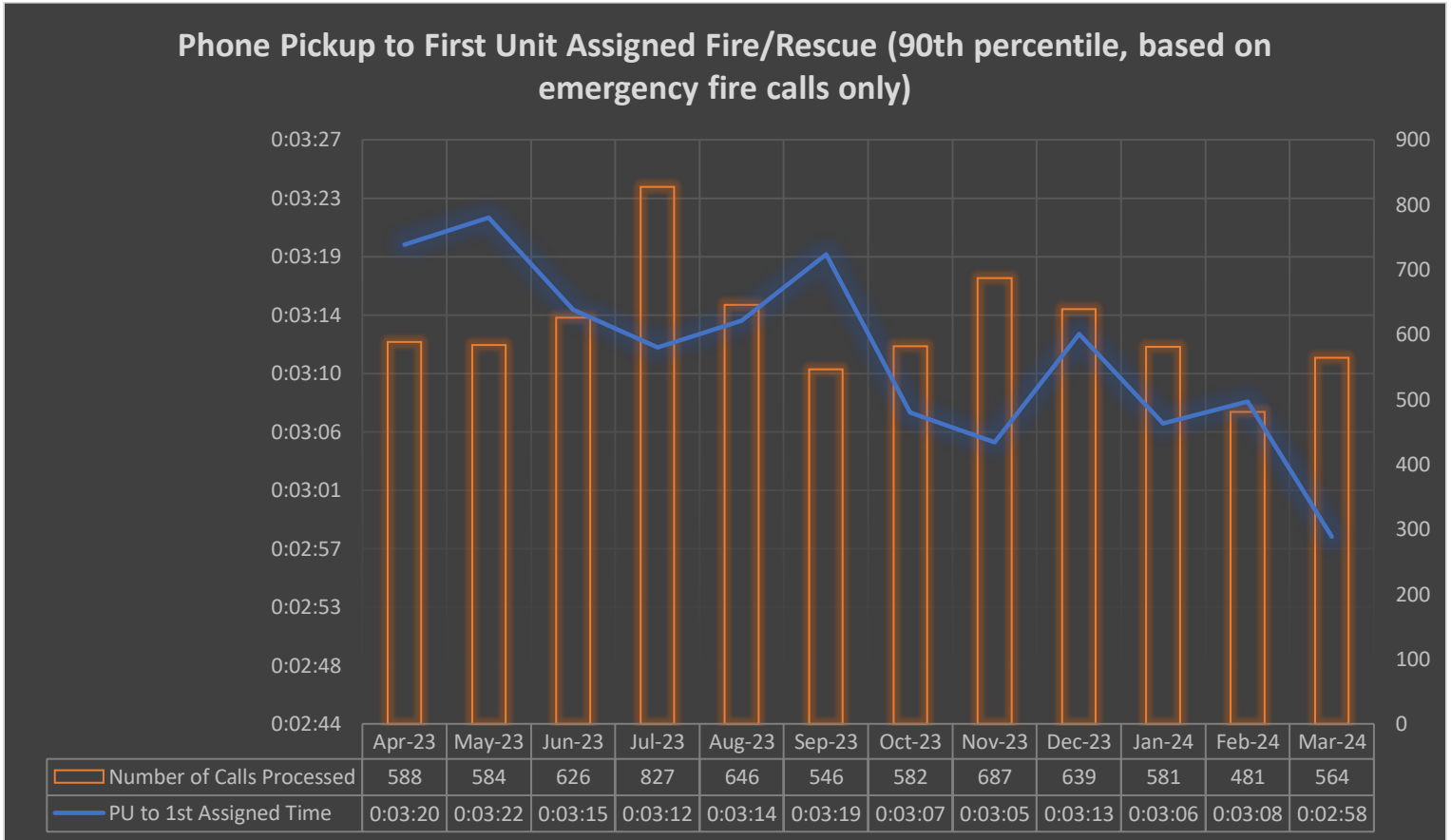
Figure 3: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



### 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 4: Fire/Rescue Call Pickup to First Unit Assigned.



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

Total Emergency EMS Calls Processed	17,212
Total EMS Calls with Obtainable Determinant Code	13,125

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

Total Calls Eligible for ECNS:	1,325
% of EMS calls with Determinant Code Eligible for ECNS	11%
% of Total EMS Calls Transferred to ECNS	2.3%

**CONFIRE****STAFF REPORT****DATE: April 10, 2024****FROM: Joe Barna  
EMS Subcommittee Chair****TO: Admin Committee**

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**SUBJECT: Consultant Agreement – Viewpoint Advocacy**

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**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.

It is crucial for CONFIRE to engage in robust public affairs and Public Information Officer (PIO) activities to ensure effective communication with stakeholders, including the public, media outlets, and relevant governmental bodies. The contract with Viewpoint Advocacy will enable CONFIRE to navigate complex public relations scenarios, disseminate timely and accurate information, and ensure alignment with regulatory requirements and community expectations.

Before the RFP award, CONFIRE utilized Kingsley Bogard for public affairs services to support the RFP process. Recently, CONFIRE staff structured a new contract directly with Kingsley Bogard's consultant, Viewpoint Advocacy, to closely integrate with CONFIRE's mission. Viewpoint Advocacy will support CONFIRE's operational objectives and uphold its commitment to transparency and accountability.

**Fiscal Impact**

The fiscal impact will not exceed \$72,000 for the next 12 months and is offset by reduced legal expenses. The funding will be allocated from the EMS Fund (5020).

**Recommendation**

It is recommended that the Administrative Committee receive this report as an advisement of action taken by the CONFIRE Board of Directors.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND VP  
ADVOCACY**

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 Viewpoint Advocacy (“Contractor”), a California S Corporation (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 will be effective on March 1, 2024 upon approval by the Administrative Committee and 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)



November 1, 2024 (“Initial Term”). CONFIRE may extend this Agreement on a month-to-month basis after November 1, 2024, for up to six months.

**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 Josh Candelaria. Substitution by Contractor of another employee to provide Services will only occur with the written concurrence of CONFIRE.

**5. PAYMENT**

Contractor shall receive payment, for Services satisfactory rendered pursuant to this Agreement, as specified in Exhibit B. (“Compensation”). Periodic payment shall be made within 30 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:  
Viewpoint Advocacy  
Attn: Josh Candelaria  
8816 W. Foothill Blvd. # 103-282

Rancho Cucamonga, CA 91730

**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**

**VP ADVOCACY**

Date: March 29, 20 24

Date: MARCH 29, 20 24

By: Nathan Cooke

By: [Signature]

Print Name: Nathan Cooke

Print Name: Josh Candelaria

Its: Interim Director

Its: Consultant

**EXHIBIT A**  
**to AGREEMENT FOR SERVICES**

**SCOPE OF SERVICES**

Contractor, by and through Josh Candelaria shall include:

1. Serve as the Public Affairs Officer for the CONFIRE EMS Division Implementation Team.
  - a. Perform all duties and functions related to serving as the Public Affairs Officer for the CONFIRE EMS Division Implementation Team.
  - b. Provide professional analysis, government relations and/or related services that is agreed upon by CONFIRE EMS and the Contractor.
  - c. Participate in, and attend, meetings and other relevant convenings that would assist with advancing CONFIRE EMS's objectives.
  - d. Assist with the coordination of briefings, schedule meetings, and provide relevant material.
  - e. Maintain regular contact and sustain positive relationships with key officials and regional stakeholders that may be of interest to CONFIRE EMS.
  - f. Maintain regular, timely, and relevant communication (written and verbal) with CONFIRE EMS.
  - g. Assist with review and analysis of local and state issues that may be of interest or have an impact on CONFIRE EMS's objectives.

**EXHIBIT B  
to AGREEMENT FOR SERVICES**

**COMPENSATION**

**A. Compensation**

For the services outlined in Exhibit A to this Agreement, Contractors' fee is Six Thousand Dollars (\$6,000) per month.

**B. Payment**

a. Schedule

- (1) To be billed in monthly installments
- (2) The Contractor will invoice CONFIRE in the amount that reflects actual hours provided for the service. Contractor shall provide applicable time sheets or other records used to develop the invoice available upon request.

b. Process

Payment terms will be NET30. Payments shall be made within thirty (30) calendar days of the invoice date 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
<b>Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments</b> Each Occurrence General Aggregate	<b>1,000,000</b> <b>2,000,000</b>
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	<b>Waived</b> <b>Waived</b>
<b>Professional Liability</b>	<b>1,000,000</b>
<b>Workers Compensation</b>	<b>Waived</b>
<b>Employer's Liability</b>	<b>Waived</b>

2. The Contractor shall not commence performing any portion of the Services until all required insurance has

been obtained and certificates indicating the required coverage's have been delivered in duplicate to CONFIRE and approved by CONFIRE. Certificates and insurance policies shall include the following:

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



## STAFF REPORT

**DATE:** April 10, 2024

**FROM:** Joe Barna  
EMS Subcommittee Chair

**TO:** Admin Committee

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**SUBJECT: Public-Based Ambulance - Livery**

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### Background Information

On December 5, 2023, the Board of Supervisors awarded CONFIRE EMS and Mobile Health the contract for ground ambulance services for eleven exclusive operating areas in the county, known as the comprehensive service area. Within CONFIRE’s proposal during the RFP process, the submittal of the fleet livery was required and, therefore, submitted as part of our comprehensive proposal.

Seventeen of our ambulances will be provided by our member and contract public-based fire departments and fire districts. These ambulances will follow their home agency look and badging while displaying the contract-compliant phrase “Emergency Medical Services of San Bernardino County.” In addition, these units will display the confire EMS and Moibile Health moniker with an accompanying phrase, “In Coordination with CONFIRE EMS – Mobile Health.”

The staff report being brought before you today for your consideration meets all contractual requirements and conforms to legal requirements. ICEMA has tentatively approved the fleet branding to conform with contractual requirements.

### Fiscal Impact

This proposal has no direct cost to CONFIRE EMS and Mobile Health or CONFIRE. All expenses related to painting, wrapping, and labeling the fleet are part and parcel of agreements with those entities providing public-based ambulances.

### Recommendation

It is recommended that the Administrative Committee approve the proposed branding and livery as presented.

# Fleet Branding

Public-Based Ambulance Mockups  
04/03/2024







# Public-Based Ambulance Example

- Emergency Medical Services of San Bernardino County
- CONFIRE EMS and Mobile Health Badging

**CONFIRE****STAFF REPORT****DATE: April 30, 2024****FROM: Blessing Ugbo  
MIS Manager****TO: CONFIRE Administrative Committee**

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**SUBJECT: Cyber Security Awareness Assessment Policy**

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**Recommendation**

Approve implementing the Cyber Security Awareness Assessment Policy to enhance CONFIRE readiness and resilience against cyber threats.

**Background Information**

MIS has observed a trend of decreasing user engagement among our users and an uptick in increased risky cyber security awareness behavior patterns.

Implementing the Cyber Security Awareness Assessment Policy aims to address the need to establish a framework for regularly assessing employees' cyber security awareness levels to ensure that CONFIRE and MIS supported agency employees have the knowledge and skills to recognize and mitigate potential cyber risks.

**Fiscal Impact**

There will be no financial impact.

# Cyber Security Awareness Assessment Policy

## Purpose

This policy establishes guidelines and procedures for conducting Cyber Security Awareness Assessments to evaluate and enhance employees' awareness of cyber threats and best practices. It aims to ensure that all employees, contractors, agency partners, and third-party individuals are well-informed and capable of safeguarding CONFIRE's assets from potential cyber threats.

## Scope

This policy applies to all employees, contractors, agency partners, and third-party individuals with access to CONFIRE information systems and data.

## Cyber Security Awareness Assessment Process:

- a. **Frequency:** Cyber Security Awareness Assessments will be conducted monthly and quarterly instructional email and test. Additional assessments may be scheduled in response to significant security incidents or changes in the threat landscape.
- b. **Assessment Components:** The assessment will cover phishing, social engineering, password management, data handling, and general cybersecurity best practices. The assessment may include simulated phishing attacks, quizzes, and interactive training modules.
- c. **Simulated Phishing Attacks:** Simulated phishing attacks will be periodically conducted to evaluate employees' ability to recognize and report phishing attempts. - Results of simulated phishing exercises will be used for individual training and organizational awareness improvement.
- d. **Training Modules:** Cybersecurity training modules covering essential topics will be provided to employees. (Completion of training modules will be mandatory for all employees).



**Reporting and Analysis:**

- a. **Individual Results:** Individual assessment results will be confidentially shared with each employee. (Employees who perform exceptionally well may be recognized).
- b. **Organizational Analysis:** Aggregated results will be analyzed to identify common weaknesses and areas for improvement. (The analysis will inform the development of targeted awareness campaigns and training initiatives).

**Remediation:**

- a. **Individual Training Plans:** Employees who demonstrate weaknesses in specific areas will be required to undergo targeted training. (Training plans will be developed based on individual assessment results).
- b. **Continuous Improvement:** CONFIRE MIS will regularly review and update the Cyber Security Awareness Assessment Policy to adapt to evolving threats and technologies.
- c. **Enforcement:** Each agency partner is responsible for determining remedial actions and disciplinary measures based on their policies.
- d. **Non-Compliance:** Failure to participate in or complete mandatory cybersecurity awareness assessments may result in disciplinary action, up to and including termination, depending on the severity and frequency of non-compliance.
- e. Each agency partner maintains final authority regarding personnel decisions and will adhere to their policy.

**Policy Details:**

- a. **Frequency of Meetings:** Periodic meetings will be scheduled between CONFIRE MIS and CONFIRE Division leads and agency partners to review Cyber Security Awareness performance. The frequency of these meetings shall be determined based on division and agency partner needs and priorities.
- b. **Evaluation Process:** During these meetings, the overall performance of Cyber Security Awareness within each division and agency partner will be assessed. This evaluation will include an analysis of user engagement levels, feedback mechanisms, and any emerging trends or challenges related to cyber security awareness.

- c. **Feedback Gathering:** Division leads, and agency partners will be able to provide feedback on current Cyber Security Awareness initiatives, including successes, areas for improvement, and specific challenges their respective teams face.
- d. **Guidance and Advisement:** CONFIRE MIS will guide and advise division leads and agency partners on strategies to increase user engagement and awareness regarding cyber security. This may include recommendations for tailored training programs, awareness campaigns, or technological solutions to address identified gaps.
- e. **Reporting:** CONFIRE Division leads, and agency partners will receive monthly reports on Cyber Security Awareness performance from CONFIRE MIS.

### **Policy Implementation:**

This policy shall be implemented immediately upon approval by the CONFIRE Administrative Committee. MIS will coordinate and facilitate the periodic meetings outlined in this policy, in consultation with CONFIRE Division leads and participating agency partners.

- a. **Review and Approval:** This policy shall be periodically reviewed and evaluated to ensure its effectiveness and relevance to CONFIRE needs. Any necessary revisions or updates will be made in consultation with CONFIRE MIS leadership and relevant stakeholders and communicated to all CONFIRE personnel and agency partners.
- b. **Enforcement:** CONFIRE MIS is responsible for enforcing compliance with this policy, which is mandatory for all CONFIRE employees and agency partners.

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

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the Big Bear Fire Authority (“Contracting Agency”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq. CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

**1. EXHIBITS**

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
  - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

**2. INDEPENDENT CONTRACTOR**

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

**3. SCOPE OF SERVICES**

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

**4. COMPENSATION**

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

**5. EFFECTIVE DATE AND TERM**

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

**6. GENERAL TERMS AND CONDITIONS**

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

**7. NOTICE**

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

To CONFIRE:

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

To Contracting Agency:

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

**8. HIPPA BUSINESS ASSOCIATE AGREEMENT**

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

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

**Consolidated Fire Agencies**

**Big Bear Fire Authority**

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

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

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

Print Name: Nathan Cooke

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

Its: Interim Director

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

**EXHIBIT A  
to CONTRACTING AGENCY AGREEMENT**

**SCOPE OF SERVICES**

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
  - a. Utilizing Contracting Agency’s primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
    - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
  - b. Providing emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
  - c. Upon receiving an emergency call, alerting Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
    - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, Alternative Paging Methodologies (Mobile and App based), and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
  - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
    - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
  - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE’s computer aided dispatch system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
  - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
  - g. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.



- h. Providing, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the Computer Aided Dispatch system (CAD).
    - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas, etc.), and providing other Geofile services necessary to the dispatch services described above.
  - i. Making available to the Contracting Agency the Agency Fire Response Map.
    - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
    - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
    - (3) Agencies may print maps and created hard copy map books at their own expense.
  - j. Providing Contracting Agency use and access to the following software programs:
    - (1) Pulse Point.
    - (2) Firstwatch (includes FOAM and First Pass modules)
    - (3) First Due (Cost based on population)
  - k. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must acknowledge such in this Agreement in Section 4 of Exhibit A: Scope of Services. If such services commence after the Effective Date the Parties must amend this Agreement to incorporate those additional services into the Agreement as "Additional Services" and setting forth the additional compensation to be paid for the added services.
3. Examples of Additional Services might include:
- a. Kronos Workforce.
  - b. Tablet Command.
  - c. Smart Sheets
  - d. WestNet Station Alerting

4. Additional Services to be provided upon Effective Date of this Agreement are:
- a. Kronos Workforce
  - b. Kronos Cloud
  - c. Tablet Command
  - d. Smart Sheets
  - e. West Net Station Alerting
  - f. Twilio
  - g. Meraki Firewall
  - h. VMware Server
5. In receiving the Services, Contracting Agency shall do the following:
- a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE to the extent reasonably necessary to the performance of the Services.
    - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
    - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing, applicable policies and procedures upon execution of this Agreement and any updates as they are updated.
  - b. Comply with the latest technology directives issued by CONFIRE.
    - (1) The directives include, by way of illustration and not by limitation, the directive mandating the installation of a CONFIRE-approved modem on all response vehicles for the provision of Automated Vehicle Location (AVL) services.
  - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
  - d. Maintain all CONFIRE owned equipment according to the specifications and requirements of CONFIRE.
  - e. Maintain all radio and pager frequencies as required by CONFIRE.
6. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.

7. All equipment owned by the Contracting Agency will remain the property of the Contracting Agency. All equipment owned by CONFIRE will remain the property of CONFIRE. The maintenance of the equipment will be the responsibility of the entity holding ownership of the equipment.

**EXHIBIT B**  
**to CONTRACTING AGENCY AGREEMENT**

**COMPENSATION**

Compensation to be paid as follows:

**A. FEES FOR SERVICES:**

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE has provided written notice of this sum to Contracting Agency (**Attachment A**).
  - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
    - (1) All incidents dispatched by CONFIRE for Contracting Agency during the preceding calendar year; divided by
    - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
    - (3) Contracting Agency's percentage of the total number of incidents dispatched.
  - b. This formula does not include direct costs incurred for ISD radio billing pass-through (optional service) or other 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed through to each agency and are not subject to the cost per call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

**B. ADDITIONAL FEES:**

1. Contracting Agency shall also pay an annual premium.
  - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
  - b. Dollars paid pursuant to this provision shall:
    - (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).

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

**EXHIBIT C**  
**to CONTRACTING AGENCY AGREEMENT**

**EFFECTIVE DATE AND TERM**

1. This Agreement is effective on July 1, 2024 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2025 (the “Term”).
3. At any time during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

**EXHIBIT D**  
**to CONTRACTING AGENCY AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

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



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

13. **INDEMNIFICATION.**

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

14. **INSURANCE.**

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

**EXHIBIT E  
to CONTRACTING AGENCY AGREEMENT**

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

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

**RECITALS**

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

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

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

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

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

**AGREEMENT**

**1. General Terms and Conditions**

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

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

**Consolidated Fire Agencies**

**Big Bear Fire Authority**

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

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

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

Print Name: Nathan Cooke

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

Its: Interim Director

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

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

**General Terms and Conditions to Business Associate Agreement**

**I. DEFINITIONS.**

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

Business Associate agrees to:

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

**III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

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

Minimum Necessary policies and procedures.

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

#### IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

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

#### V. TERM AND TERMINATION.

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

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

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

#### VI. MISCELLANEOUS.

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

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

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

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

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this BAA shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this BAA.



DISPATCHING COST FOR SERVICES FOR FY 2024-25  
BIG BEAR FIRE AUTHORITY

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

- A. Operating Costs:  
These costs will include the Contracting Agency’s share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS-600), and Equipment Reserve (5009) as established by the Contracting Agencies share of total calls for service per the agreement between CONFIRE and the Contracting Agency. Included are direct licensing and support costs for certain additional services as listed in the Service Agreement - Section 4 of Exhibit A: Scope of Services.  
  
Agency % of 2023 Call Volume (share) 1.45%  
Operating Costs for 2024-25 \$ 254,024.00
- B. Contract Fee (5% of \$254,024 Operating Costs):  
Per Exhibit B (Compensation) Section B.1 of agreement. \$ 12,701.00  
  
Total Costs July 1, 2024 thru June 30, 2025 \$ 266,725.00
- C. Payments shall be made in quarterly installments of \$ 66,681.25
- D. Payment shall be made within thirty (30) days of the issuance of the invoice

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

\_\_\_\_\_  
Nathan Cooke (Interim Comm. Director)  
CONFIRE Representative \_\_\_\_\_ Date

\_\_\_\_\_  
Big Bear Fire Authority Representative \_\_\_\_\_ Date

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

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the City of Montclair (“Contracting Agency”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

**1. EXHIBITS**

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
  - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

**2. INDEPENDENT CONTRACTOR**

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



**3. SCOPE OF SERVICES**

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

**4. COMPENSATION**

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

**5. EFFECTIVE DATE AND TERM**

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

**6. GENERAL TERMS AND CONDITIONS**

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

**7. NOTICE**

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

To CONFIRE:

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

To Contracting Agency:

City of Montclair  
Attn: Jason Reed, Police Chief  
5111 Benito St, Montclair, CA 91763

**8. HIPPA BUSINESS ASSOCIATE AGREEMENT**

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

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

**Consolidated Fire Agencies**

**City of Montclair**

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

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

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

Print Name: Nathan Cooke

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

Its: Interim Communications Director

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

**EXHIBIT A  
to CONTRACTING AGENCY AGREEMENT**

**SCOPE OF SERVICES**

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
  - a. Utilizing Contracting Agency’s primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
    - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
  - b. Providing emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
  - c. Upon receiving an emergency call, alerting Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
    - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, Alternative Paging Methodologies (Mobile and App based), and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
  - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
    - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
  - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE’s computer aided dispatch system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
  - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
  - g. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.

- h. Providing, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.
    - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc), and providing other Geofile services necessary to the dispatch services described above.
  - i. Making available to the Contracting Agency the Agency Fire Response Map.
    - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
    - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
    - (3) Agencies may print maps and created hard copy map books at their own expense.
  - j. Providing Contracting Agency use and access to the following software programs:
    - (1) Pulse Point.
    - (2) Firstwatch (includes FOAM and First Pass modules)
    - (3) First Due (Cost based on population)
  - k. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must execute an amendment to this Agreement incorporating those services into the Services as "Additional Services" and setting forth the additional compensation to be paid for the added services.
  3. Examples of Additional Services might include:
    - a. Kronos Workforce
    - b. Tablet Command.
    - c. WestNet Station Alerting
  4. Additional Services to be provided upon Effective Date of this Agreement are:
    - a. Tablet Command
    - b. West Net Station Alerting

- c. Meraki Firewall
5. In receiving the Services, Contracting Agency shall do the following:
    - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
      - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
      - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
    - b. Comply with the latest technology directives issued by CONFIRE.
      - (1) The directives include, by way of illustration and not by limitation, the directive mandating the installation of a CONFIRE-approved modem on all response vehicles for the provision of Automated Vehicle Location (AVL) services.
    - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
    - d. Maintain all CONFIRE owned equipment according to the specifications and requirements of CONFIRE.
    - e. Maintain all radio and pager frequencies as required by CONFIRE.
  6. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.

**EXHIBIT B**  
**to CONTRACTING AGENCY AGREEMENT**

**COMPENSATION**

Compensation to be paid as follows:

**A. FEES FOR SERVICES:**

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE has provided written notice of this sum to Contracting Agency (**Attachment A**).
  - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
    - (1) All incidents dispatched by CONFIRE for Contracting Agency during the preceding calendar year; divided by
    - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
    - (3) Contracting Agency's percentage of the total number of incidents dispatched.
  - b. This formula does not include direct costs incurred for ISD radio billing pass-through (optional service) or other 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed through to each agency and are not subject to the cost per call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

**B. ADDITIONAL FEES:**

1. Contracting Agency shall also pay an annual premium.
  - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
  - b. Dollars paid pursuant to this provision shall:
    - (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).

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



**EXHIBIT C  
to CONTRACTING AGENCY AGREEMENT**

**EFFECTIVE DATE AND TERM**

1. This Agreement is effective on July 1, 2024 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2025 (the “Term”).
3. At any time during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

**EXHIBIT D**  
**to CONTRACTING AGENCY AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

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

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

13. **INDEMNIFICATION.**

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

14. **INSURANCE.**

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

**EXHIBIT E  
to CONTRACTING AGENCY AGREEMENT**

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

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

**RECITALS**

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

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

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

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

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

**AGREEMENT**

**1. General Terms and Conditions**

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

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

**Consolidated Fire Agencies**

**City of Montclair**

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

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

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

Print Name: Nathan Cooke

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

Its: Interim Communications Director

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

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

**General Terms and Conditions to Business Associate Agreement**

**I. DEFINITIONS.**

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

Business Associate agrees to:

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

**III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

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

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

#### IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

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

#### V. TERM AND TERMINATION.

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

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

#### VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and

- maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.
- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes “minimum necessary” for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.
- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this BAA shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this BAA.





DISPATCHING COST FOR SERVICES FOR FY 2024-25  
CITY OF MONTCLAIR FIRE DEPARTMENT

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

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

Agency % of 2023 Call Volume (share)	1.93%
Operating Costs for 2024-25	\$ 287,259.00

- B. Contract Fee (5% of \$287,259 Operating Costs):  
Per Exhibit B (Compensation) Section B.1 of agreement. \$ 14,363.00
- Total Costs July 1, 2024 thru June 30, 2025 \$ 301,622.00

- C. Payments shall be made in quarterly installments of \$ 75,405.50

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

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

\_\_\_\_\_  
Nathan Cooke (Interim Comm. Director) \_\_\_\_\_  
CONFIRE Representative Date

\_\_\_\_\_  
City of Montclair Representative Date

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

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq, and Baker Ambulance, Inc (“Contracting Agency”). CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

**1. EXHIBITS**

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D [reserved]
- Exhibit E: HIPAA Business Associate Agreement
  - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

**2. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective on July 1, 2024 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the initial term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2025.
- c. Upon the expiration of the initial term of this Agreement (see 2.b. above), the term of this Agreement shall automatically renew for successive one (1) year terms each July 1st unless either Party notifies the other Party at least sixty (60) days prior to renewal of its intention to terminate the Agreement.
- d. Notwithstanding any provision of this Agreement, should a dispute arise over the interpretation or application of this Agreement, CONFIRE may terminate this Agreement. Termination shall be effective thirty (30) days after written notice is given to Contracting Agency. Upon termination, Contracting Agency shall

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

### **3. INDEPENDENT CONTRACTOR**

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency nor any of Contracting Agency's employees shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE's employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided employees of Contracting Agency.
- d. CONFIRE shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONFIRE's employees.

### **4. SCOPE OF SERVICES**

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

### **5. COMPENSATION**

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

### **6. GENERAL TERMS AND CONDITIONS**

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

### **7. NOTICE**

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

To CONFIRE:  
 Consolidated Fire Agencies  
 Attn: Communications Director  
 1743 Miro Way  
 Rialto, CA 92376

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

**8. [RESERVED]**

[reserved]

**9. HIPPA BUSINESS ASSOCIATE AGREEMENT**

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

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

**Consolidated Fire Agencies**

**Baker Ambulance, Inc**

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

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

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

Print Name: Nathan Cooke

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

Its: Interim Director

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

\_\_\_\_\_

**EXHIBIT A**  
**to CONTRACTING AGENCY AGREEMENT**

**SCOPE OF SERVICES**

- A. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
1. Ambulance Dispatch
  2. Access to Firstwatch
- B. CONFIRE shall not be obligated to perform any services other than the Services listed above for Contracting Agency.
- C. Should Contracting Agency desire additional services from CONFIRE, and should CONFIRE agree to provide such services, the parties must execute an amendment to this Agreement incorporating those services into the Services and setting forth the additional compensation to be paid for the added services.

**EXHIBIT B**  
**to CONTRACTING AGENCY AGREEMENT**

**COMPENSATION**

Compensation to be paid as follows:

**A. FEES FOR SERVICES:**

1. In exchange for the Services set forth in **Exhibit A**, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE has provided written notice of this sum to Contracting Agency (**Attachment A**).
  - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
    - (1) All incidents dispatched by CONFIRE for Contracting Agency during the preceding calendar year; divided by
    - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
    - (3) Contracting Agency's percentage of the total number of incidents dispatched.
2. Invoices are issued on a semi-annual basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

**B. ADDITIONAL FEES:**

1. Contracting Agency shall also pay an annual premium.
  - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
  - b. Dollars paid pursuant to this provision shall:
    - (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).
    - (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.





**EXHIBIT C**  
**to CONTRACTING AGENCY AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

1. **TERMINATION.** Either Party may terminate this Agreement with or without cause by providing the other Party at least sixty (60) days prior written notice, and such termination shall be effective upon the next June 30th that is at least sixty (60) days after written notice to terminate was tendered.
2. **[RESERVED]**
3. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
4. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
5. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
6. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
7. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
8. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both School and Contractor.
10. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of School and Contractor.
11. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
12. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.

13. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
14. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

**EXHIBIT D**  
**to CONTRACTING AGENCY AGREEMENT**

**[RESERVED]**

to CONTRACTING AGENCY AGREEMENT

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

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

**RECITALS**

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

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

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

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

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

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

**AGREEMENT**

**1. General Terms and Conditions**

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

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

**Consolidated Fire Agencies**

**Baker Ambulance, Inc**

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

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

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

Print Name: Nathan Cooke

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

Its: Interim Director

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

## Appendix 1

### General Terms and Conditions to BAA

#### I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix A, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions,

conditions, and requirements that apply to Business Associate with respect to such information;

- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

#### III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s Minimum Necessary policies and procedures.
- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

#### IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would

not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

#### V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
  - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
  - iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
  - v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected

Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

#### VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.
- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use,

Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes “minimum necessary” for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this BAA shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this BAA.



DISPATCHING COST FOR SERVICES FOR FY 2024-25  
BAKER AMBULANCE, INC.

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

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

Agency % of 2023 Call Volume (share)	0.30%
Operating Costs for 2024-25	\$ 38,238.00

- B. Contract Fee (5% of \$38,238 Operating Costs):  
Per Exhibit B (Compensation) Section B.1 of agreement. \$ 1,912.00

Total Costs July 1, 2024 thru June 30, 2025	\$ 40,150.00
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- C. Payments shall be made in two installments of \$ 20,075.00

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

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

Nathan Cooke (Interim Comm. Director) \_\_\_\_\_

CONFIRE Representative Date

\_\_\_\_\_  
Needles Ambulance Representative Date





DISPATCHING COST FOR SERVICES FOR FY 2024-25  
COUNTY OF SAN BERNARDINO ROAD DEPARTMENT

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

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

Agency % of 2023 Call Volume (share)	0.12%
Operating Costs for 2023/24	\$ 15,131.00

- B. Contract Fee (5% of \$15,131 Operating Costs): \$ 757.00

Total Costs July 1, 2024 thru June 30, 2025	\$15,888.00
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- C. Payments shall be made in two installments of \$ 7,944.00

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

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

Nathan Cooke (Interim Director)	
CONFIRE Representative	Date

San Bernardino County Representative	Date



DISPATCHING COST FOR SERVICES FOR FY 2024-25  
RUNNING SPRINGS FIRE DEPARTMENT

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

**A. Operating Costs:**

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

- |                                         |                           |
|-----------------------------------------|---------------------------|
| First Due                               | First Watch               |
| Pulse Point                             | Meraki Firewall           |
| Tablet Command                          | West Net Station Alerting |
| 40-hour Duty Chief coverage in Dispatch |                           |

Agency % of 2023 Call Volume (share)	0.25%
Operating Costs for 2024-25	\$ 54,908.00

**B. Contract Fee (5% of Operating Costs):**  
(will not be assessed without new contract) (\$0.00)

Total Costs July 1, 2024 thru June 30, 2025 \$ 54,908.00

**C. Payments shall be made in semi-annual installments of** \$ 27,454.00

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

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

<u>Nathan Cooke (Interim Comm. Director)</u>	_____
CONFIRE Representative	Date

<u>Running Springs Fire Department Representative</u>	_____
Running Springs Fire Department Representative	Date



**Exhibit A-1**  
**Dispatching Cost for Services for FY 2024-25**

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

**A. Operating Costs:**

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

First Due	First Watch
Pulse Point	Meraki Firewall
Tablet Command	West Net Station Alerting
40-hour Duty Chief coverage in Dispatch	
Agency% of 2023 Call Volume (share)	0.79%
Annual Fee/Operating Costs for 2024-25	\$ 150,600.00

**B. Contract Charge (5% of Operating Costs \$150,600):**

Per Exhibit B (Compensation)	\$ 7,530.000
Total Costs July 1, 2024 thru June 30, 2025.	\$ 158,130.00

**C. Payments shall be made in quarterly installments of \$ 39,532.50**

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

No other costs for services are due to CONFIRE for FY 2024-25 pursuant to the Agreement.

**Exhibit A-2**  
**CAD to CAD Fee FY 2024-25**

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

A. CAD to CAD Unify Subscription Fee \$15,697.50

B. CONFIRE Administrative Fee \$ 5,000.00

C. Payments shall be made within 30 days of the issuance of the invoice

**CONFIRE**

## STAFF REPORT

**DATE:** April 30, 2024

**FROM:** Nathan Cooke, Interim Director

**TO:** Administrative Committee

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**SUBJECT: Victorville Fire Department Administrative Committee Members**

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### **RECOMMENDATION**

Accept and recognize Victorville Fire Department's Administrative Committee primary member as Bobby Clemmer and Andrew Roach as the alternate.

### **BACKGROUND**

The CONFIRE Joint Powers Agreement dictates that the Administrative Committee consists of the Fire Chiefs from each member agency. It also mandates that the legislative body of each agency designate in writing to CONFIRE its primary, and one (1) alternate individual, to serve on the Administrative Committee.

CONFIRE has received written correspondence from the Victorville Fire Department requesting that Bobby Clemmer serves as the primary member on the Administrative Committee and Andrew Roach serve as the alternate.

### **FISCAL IMPACTS**

There is no fiscal impact.

**STAFF REPORT****DATE: April 10, 2024****FROM: Joe Barna  
EMS Subcommittee Chair****TO: Admin Committee**

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**SUBJECT: Dispatcher Position Additions**

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**Background Information**

On December 5, 2023, the Board of Supervisors awarded CONFIRE EMS and Mobile Health the contract for ground ambulance services for eleven exclusive operating areas in the county, known as the comprehensive service area. CONFIRE EMS is scheduled to start ground ambulance transportation services on October 1, 2024. To meet the contract's response time obligations, CONFIRE EMS will create a high-performance EMS system using complex System Status Management (SSM) plans for each hour of the day, totaling 168 custom plans per week.

SSM plans use specialized custom deployment plans derived from predictive demand models to determine how many ambulances are required and where these ambulances should be located by the time of day and day of the week. These plans are then operationally executed using sophisticated decision support technology to provide high-performance EMS services to the EOA service area using peak-load staffing schedules that match the number of staffed ambulances to the demand patterns.

Recognizing the crucial need for efficient coordination within our ambulance system, staff proposes adding five Full-Time Employee (FTE) Dispatcher positions to fulfill the Ambulance System Status Coordinators role. These coordinators will play a pivotal role in ensuring seamless communication and coordination among emergency response units, hospitals, and other healthcare facilities. The current dispatching staff cannot handle the increased workload of managing the SSM plan.

**Fiscal Impact**

The fiscal impact of this recommendation is estimated to be \$543,300 for five (5) FTE dispatcher positions. The funding will be allocated from the EMS Fund (5020).

**Recommendation**

It is recommended that the Administrative Committee approve the addition of five (5) FTE Dispatcher positions.