ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JULY 21, 2026 – 1:00 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, July 21, 2026, in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

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

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

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

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

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

CALL TO ORDER

a. Flag Salute
b. Roll call/Introductions

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT ITEMS

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

1. Approve the Administrative Committee Meeting Minutes of June 23, 2026.

2. CONFIRE Operations Statement as of June 30, 2026.

3. Fund Balance Report as of June 30, 2026.

4. YTD Call Summary

5. YTD Answer Time

6. YTD Billable Incidents

7. Call Processing Time Analysis - June 2026

8. ECNS Report - June 2026

9. Independent Contractor Agreement - Wittman Enterprises, LLC. - Second Amendment

DIRECTOR REPORT

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

NEW BUSINESS

10. Resolution 2026-02 City of Ontario Loan- Damian Parsons - **ACTION ITEM**

11. MOU - County Clarification - San Bernardino County - Damian Parsons - **ACTION ITEM**

12. Mutual Aid RFQ - Chief Joe Barna (Interim Deputy Executive Director) - **ACTION ITEM**

13. Central Square CAD Positions - Damian Parsons & Renan Mamaril - **ACTION ITEM**

14. License Agreement - Rack Space High Desert - San Bernardino County - Damian Parsons - **ACTION ITEM**

ROUND TABLE

CLOSED SESSION

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

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

17. Personnel Matter - Public Employment Government Code section 54957(b): Title: Executive Director - ***Chief Rich Sessler***

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: August 25, 2026, at 1:00 p.m.

POSTING:

This is to certify that on July 16, 2026, I posted a copy of the agenda:

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

/s/ Liz Berry

Liz Berry
Clerk of the Board

ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JUNE 23, 2026 – 1:00 PM

LOMA LINDA EOC - 25541 BARTON RD., LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:
Chief Buddy Peratt, Apple Valley Fire Protection District
Chief Dave Williams, Chino Valley Fire District
Chief Justin Weems, Colton Fire Department
Chief Dan Harker/**Chair**, Loma Linda Fire Department
Chief Augie Barreda, Rancho Cucamonga Fire Department
Chief Rich Sessler/**Vice Chair**, Redlands Fire Department
Chief Chris Jensen, Rialto Fire Department
Chief Bertral Jackson, San Bernardino County Fire
Chief Bobby Clemmer, Victorville Fire Department - *Absent*

CALL TO ORDER

a. Flag Salute
b. Roll Call/Introductions

PUBLIC COMMENT

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

- *Michael McMath – TC Watch Duty. Introduced himself and the company he works for.*

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 May 26, 2026
2. CONFIRE Operations Statement as of May 31, 2026.
3. Fund Balance Report as of May 31, 2026.
4. YTD Call Summary
5. YTD Answer Time
6. YTD Billable Incidents
7. Call Processing Time Analysis – May 2026
8. ECNS Report – May 2026
9. Mat Fratus Consulting Agreement Renewal
10. EMK Consulting Agreement Renewal
11. Agreement for Emergency Communication Nurse System – Nurse Consultant
12. FY 2026-27 Agency Agreements

Item 9 – Mat Fratus Consulting Agreement Renewal. Pulled for discussion by Chief Chris Jensen. Inquired on if CONFIRE uses Continuum data software for statistical matters. The group agreed to look into alternate options that may be available. The group was advised that a Data Manager position will be filled after July 10th, which may alleviate any further external data needs. Our hopes are to have data needs fulfilled inhouse.

Item 12 - FY 2026-27 Agency Agreements pulled for discussion by Chief Chris Jensen. Discussion ensued on the difference of a JPA agreement (Member Agency) vs. Agency agreements (Contract agencies).

Members agencies have risk, unfunded liability, and are voting members. They are active participants, decision makers, and carry financial responsibilities.

Contract Agencies have no risk, no ownership, no decision making.

After discussion Consent items were voted on at one time.

Motion to accept all items on Consent.

Motion by: Chief Chris Jensen
Second by: Chief Rich Sessler
Yes – 8
No -
Abstain – 0
Absent – 1 - Victorville

EMPLOYEE RECOGNITION

Introduction of New Employees

ECNS – Mallory Osekowsky: Sarah Richardson, ECNS Nurse

Finance/Admin. – Damian Parsons: Ivan Ramirez – Fiscal Manager

DIRECTOR REPORT

Interim Director Nathan Cooke addressed the group regarding the below topics.

- *Arrowbear has had a change of leadership within the organization and is no longer seeking CONFIRE's services.*
- *Palm Springs has also halted talks.*
- *Thanked everyone for attending the ribbon cutting ceremony at the VCC. It was a tremendous success.*

a. Communications Division Update – Angela Haddad
   - *Just below staffing only 1 vacancy. We continue to make positive strides in training.*
   - *Preparing for transition as of 0ct 1st.*

b. Finance/Admin. Division Update – Damian Parsons
   - *Oracle implementation is underway.*
   - *Currently assessing budget book software.*
   - *Reviewing internal processes.*

c. MIS Division Update – Renan Mamaril
   - *Progress in the build out of the Desert Center for upcoming expansion.*
   - *Successfully performed a fail-over test.*
   - *Have been installing equipment in the VCC, awaiting approval for further installations.*
   - *MIS has been working with Priority on systems to be used and testing to vet.*

d. EMS Division Update – Chief Joe Barna
   - *100 days to "Go Live" we have a strong foundation and anticipate a smooth transition.*
   - *Regular meetings with ICEMA*
   - *Completion of key personnel is at approximately 70%.*
   - *Continue to Work with Priority and the Union.*
   - *Chief Barna has resigned his position as Chair of the EMS Division Subcommittee. Chief O'Bier will be representing the County of San Bernardino going forward.*

SUBSIDIARY COMMITTEE REPORTS

a. Ops Chief Committee Report – Chief Augie Barreda
   - Operational policies almost finalized. Anticipate an August completion.
   - Captain Josh Stapleton has joined the Ops Chief Committee.
   - Chief Serna handling resource plan for upcoming July 4th holiday.

NEW BUSINESS

13. Agreement between CONFIRE and Rancho Cucamonga Fire Protection District for Captain Josh Stapleton – Damian Parsons – **ACTION ITEM**

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

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

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

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

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

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

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

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

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

Motion by: Chief Bertral Williams
Second by: Chief Rich Sessler
Yes – 8
No - 0
Abstain – 0
Absent –1, Victorville

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

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

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

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

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

Motion to approve the new job descriptions for positions authorized as part of the 2026-27 budget.

Motion by: Chief Buddy Peratt
Second by: Chief Augie Barreda
Yes – 8
No - 0
Abstain – 0
Absent –1, Victorville

ROUND TABLE

Discussed operational readiness for the 4th of July holiday.

CLOSED SESSION

**The Administrative Committee entered Closed Session at 1:42 p.m.*

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

16. Conference with Real Property Negotiators – Government Code section 54956.8
    -Property: 1743 Miro Way, Rialto, CA
    -Agency Negotiator: Nathan Cooke, Executive Director
    -Negotiating parties: County of San Bernardino
    -Under Negotiation: Price and terms of payment

**The Administrative Committee reconvened in Open Session at 2:23 p.m.*

No action to report from Closed Session.

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting
The meeting adjourned at 2:24 p.m.

Upcoming Meetings:

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

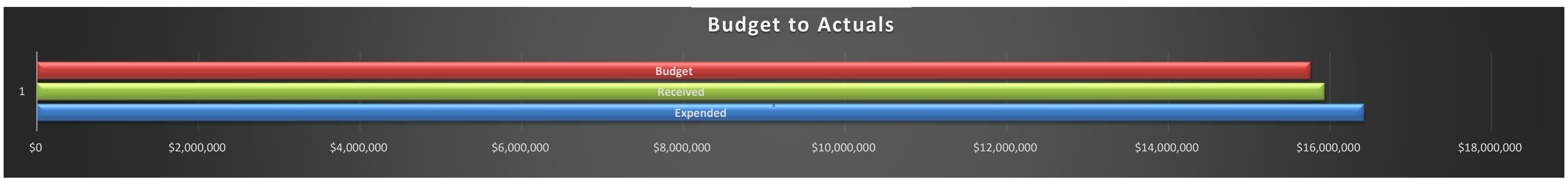
/s/ Liz Berry
Liz Berry
Clerk of the Board

CONFIRE

OPERATIONS FUND 5008
Unaudited MONTHLY SUMMARY FY 2025-26

Expenditures	July	Aug	Sep	3 PP Oct	Nov	Dec	Jan	Feb	Mar	3 PP Apr	May	June	Total YTD Expended	2025/26 Budget	Bud - Exp Difference	% Used
Salary/Benefits	711,761	755,969	724,721	1,148,080	790,165	842,579	776,260	781,033	826,268	1,489,229	847,959	855,335	10,549,360	10,879,850	$330,490	97.0%
Overtime/Call Back	34,366	31,923	32,584	48,906	30,610	33,910	25,382	28,834	30,844	55,120	35,357	32,199	420,033	-	-$420,033	0.0%
Phone/Circuits/Internet	30,938	1,348	36,543	25,468	24,196	27,803	32,448	28,553	36,228	33,068	12,559	36,942	326,095	316,018	-$10,077	103.2%
County IS/Data Services/Counsel	440	5,029	7,583	2,306	2,852	2,349	2,853	27,773	4,491	2,506	1,034	23,334	82,552	59,905	-$22,647	137.8%
Radio/Pager, Console Maint	-	22,678	22,678	22,678	22,678	22,678	25,979	22,204	22,204	22,403	23,010	46,265	275,456	205,559	-$69,897	134.0%
Computer Software	335,785	892,083	190,479	668,132	810	23,168	5,877	117,602	292,432	11,793	-	211,374	2,749,535	2,663,919	-$85,616	103.2%
Computer Hardware	14	(8,358)	16,729	-	-	-	-	1,806	8,964	-	-	1,591	20,746	15,250	-$5,496	136.0%
Office Exp/Copier Lease	11,374	4,779	31,311	13,364	27,777	6,145	2,957	30,379	7,196	32,542	2,741	23,771	194,337	91,435	-$102,902	212.5%
Insurance/Auditing	(41,272)	18,119	217,532	4,900	-	-	-	-	-	6,820	-	299	206,397	303,998	$97,601	67.9%
Payroll/HR/Medical Director	26,513	(40,440)	147,092	(41,602)	124,429	80,881	(60,015)	52,110	62,049	27,219	23,522	663,996	1,065,754	649,321	-$416,433	164.1%
Travel/Training	17,879	(13,344)	8,815	9,127	4,840	3,741	421	2,237	2,903	16,532	-	2,105	55,255	115,592	$60,337	47.8%
Auto/Structure/Fuel	1,839	2,013	2,938	5,669	4,198	2,630	4,120	3,794	873	4,387	2,528	4,976	39,965	60,590	$20,625	66.0%
Other/HDGC Rent/Equip Trans	16,713	3,823	26,788	17,645	13,423	14,680	226,487	14,750	24,952	21,116	30,330	32,382	443,088	405,938	-$37,150	109.2%
Total	**1,146,349**	**1,675,623**	**1,465,794**	**1,924,675**	**1,045,976**	**1,060,565**	**1,042,770**	**1,111,074**	**1,319,404**	**1,722,735**	**979,041**	**1,934,569**	**16,428,575**	**15,767,375**	**-$661,200**	**104.2%**
															% Fiscal Year Passed	**100%**

Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference	% Rcvd
Services	3,934,989	(133,259)	(685)	3,909,044	-	-	3,945,387	-	-	3,717,828	1,420	474,399	15,849,125	15,691,744	(157,381)	1
Interest	47,234	(47,234)	-	40,977	-	-	34,388	-	-	49,505	-	-	124,870	-	(124,870)	-
Other		(51,551)	-	-	10,545	-	-	6,939	-	-	-	-	(34,067)	-	34,067	-
Total	**3,982,223**	**(232,044)**	**(685)**	**3,950,021**	**10,545**	**-**	**3,979,776**	**6,939**	**-**	**3,767,333**	**1,420**	**474,399**	**15,939,927**	**15,691,744**	**(248,183)**	**1.02**
															% Fiscal Year Passed	**100%**



CONFIRE

FY 2025-2026
Unaudited Fund Balance Report
as of June 30, 2026

Operations Fund (5008)

Unaudited Fund Balance 7/1/25		$	3,092,812
Revenue	15,939,927		
Expenditures	(16,427,914)		
Net			(487,987)
Net Transfers In/Out			-
Available Fund Balance		**$**	**2,604,825**

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

Equipment Reserve Fund (5009)

Unaudited Fund Balance 7/1/25		$	2,294,392
Revenue	711,747		
Expenditures	(243,460)		
Net			468,287
Available Fund Balance		**$**	**2,762,679**

General Reserve Fund (5010)

Unaudited Fund Balance 7/1/25		$	7,181,591
Revenue	297,842		
Expenditures	(574,438)		
Grant Funds Due to CAD to CAD	-		
Net			(276,596)
Fund Balance			6,904,995
Net Transfers In/Out			-
Total Fund Balance		**$**	**6,904,995**
Restricted Fund Balance			
Reserve for CIP	(2,200,000)		
Net Committed			(2,200,000)
Available Fund Balance		**$**	**4,704,995**

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

Term Benefits Reserve Fund (5011)

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

CONFIRE

FY 2025-2026
Unaudited Fund Balance Report
as of June 30, 2026

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

Unaudited Fund Balance 7/1/25		$	450,624
Revenue	85,736		
Expenditures	(207,691)		
Net			(121,955)
Net Transfers In/Out			-
Available Fund Balance		**$**	**328,669**

Emergency Medical Service Division Enterprise Fund (5020)

Unaudited Fund Balance 7/1/25		$	697,805
Revenue	10,913		
Expenditures	(619,568)		
Net			(608,655)
Net Transfers In/Out			-
Available Fund Balance		**$**	**89,150**

Emergency Communications Nurse System (5030)

Unaudited Fund Balance 7/1/25		**$**	**-**
Revenue	861,897		
Expenditures	(586,161)		
Net		**$**	**275,736**
Net Transfers In/Out			
Available Fund Balance		**$**	**275,736**

Item 4.

Call Summary

CONFIRE/Comm Center

1743 W Miro Way
Rialto, CA 92376

County: San Bernardino

Year: 20206

From: 1/1/2026
To: 6/30/2026
Period Group: Month
Call Type: All
Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-26	16799	152	16951	0.90%	14143	564	14707	16155	3644	67	19866	51524	130.4
Feb-26	14720	157	14877	1.06%	12885	438	13323	14448	4175	53	18676	46876	131.8
Mar-26	19122	22	19144	0.11%	12258	436	12694	15533	3507	46	19086	50924	128.1
Apr-26	18199	39	18238	0.21%	11497	385	11882	14405	3173	76	17654	47774	126.2
May-26	19741	31	19772	0.16%	13184	539	13723	16549	3701	120	20370	53865	124.2
Jun-26	19045	17	19062	0.09%	13175	6100	19275	15780	3458	97	19335	57672	112.2
2026 Totals	107626	418	108044	0.39%	77142	8462	85604	93369	21658	459	115486	309134	125
2025 Totals	94704	3433	98137	3.50%	90187	5108	95295	91241	25226	604	117071	310503	123.4

PSAP Answer Time

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

Month - Year: 1/1/2026- 6/30/2026
Agency Affiliation: Fire

From: 1/1/2026
To: 6/30/2026
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Call Type: 911 Calls

Call Hour	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2026 Total	15,986	435	215	249	47	17	2	16,951
% answer time ≤ 10 seconds	94.31%	2.57%	1.27%	1.47%	0.28%	0.10%	0.01%	100.00%
% answer time ≤ 15 seconds	96.87%							
% answer time ≤ 40 seconds	99.61%							
February 2026 Total	14,047	356	165	222	56	30	1	14,877
% answer time ≤ 10 seconds	94.42%	2.39%	1.11%	1.49%	0.38%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.81%							
% answer time ≤ 40 seconds	99.42%							
March 2026 Total	18,139	427	220	265	56	34	3	19,144
% answer time ≤ 10 seconds	94.75%	2.23%	1.15%	1.38%	0.29%	0.18%	0.02%	100.00%
% answer time ≤ 15 seconds	96.98%							
% answer time ≤ 40 seconds	99.51%							
April 2026 Total	17,069	448	242	318	101	54	6	18,238
% answer time ≤ 10 seconds	93.59%	2.46%	1.33%	1.74%	0.55%	0.30%	0.03%	100.00%
% answer time ≤ 15 seconds	96.05%							
% answer time ≤ 40 seconds	99.12%							
May 2026 Total	18,010	619	340	580	131	89	3	19,772
% answer time ≤ 10 seconds	91.09%	3.13%	1.72%	2.93%	0.66%	0.45%	0.02%	100.00%
% answer time ≤ 15 seconds	94.22%							
% answer time ≤ 40 seconds	98.87%							
June 2026 Total	17,668	527	261	469	89	47	1	19,062
% answer time ≤ 10 seconds	92.69%	2.76%	1.37%	2.46%	0.47%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	95.45%							
% answer time ≤ 40 seconds	99.28%							
Year to Date 2026 Total	100,919	2,812	1,443	2,103	480	271	16	108,044
% answer time ≤ 10 seconds	93.41%	2.60%	1.34%	1.95%	0.44%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	96.01%							
% answer time ≤ 40 seconds	99.29%							
Year to Date 2025 Total	93,126	2,077	1,009	1,463	322	129	11	98,137
% answer time ≤ 10 seconds	94.89%	2.12%	1.03%	1.49%	0.33%	0.13%	0.01%	100.00%
% answer time ≤ 15 seconds	97.01%							
% answer time ≤ 40 seconds	99.53%							

CONFIRE Billable Incidents

Period: 01/01/2026 thru 06/30/2026

Jurisdiction	# of Incidents	% of Total
San Bernardino County	67,176	52.91%
VictorvilleFD	12,429	9.79%
RanchoCucamonga	10,031	7.90%
AppleValley	6,852	5.40%
ChinoValleyFD	6,835	5.38%
Redlands	5,967	4.70%
Rialto	5,866	4.62%
Colton	3,557	2.80%
MontclairFD	2,542	2.00%
Loma Linda	2,232	1.76%
Big Bear Fire	1,654	1.30%
San Manuel FD	1,227	0.97%
Running Springs	311	0.24%
Baker Ambulance	191	0.15%
Road Department	100	0.08%
Total	**126,970**	**100%**

BDC Division	# of Incidents	% of Total
East Valley	22,964	34.18%
Fontana	10,599	15.78%
Valley	8,970	13.35%
Hesperia	6,782	10.10%
South Desert	6,314	9.40%
North Desert	6,279	9.35%
Adelanto	2,904	4.32%
Mountain	2,269	3.38%
Hazmat	95	0.14%
Total	**67,176**	**100%**

Printed on 7/7/2026 7:50:05 AM

CONFIRE 911 Call Processing Time Analysis

June 2026

CONFIRE
Regional Emergency Communications

June 2026

Contents

Figures

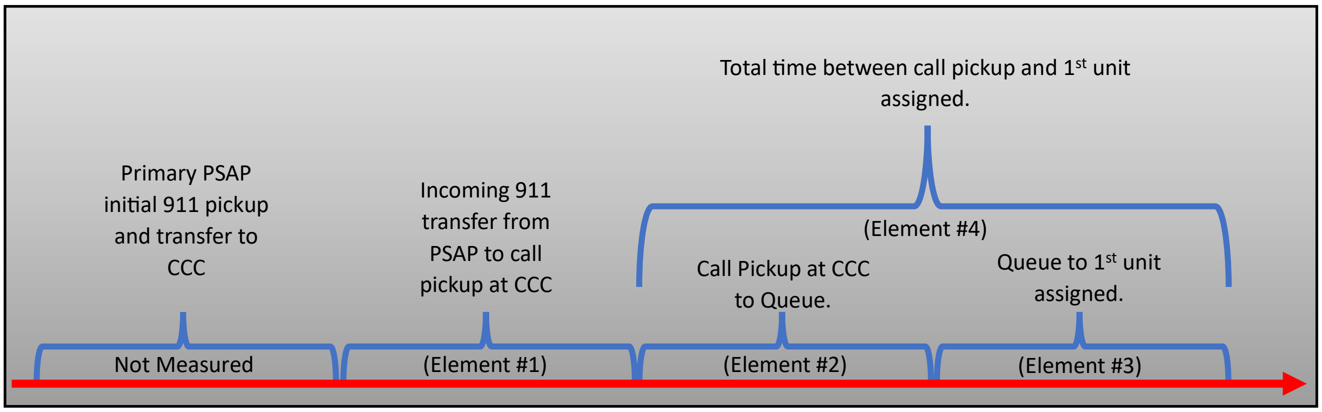
CONFIRE Emergency Call Processing Times.

June 2026

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

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

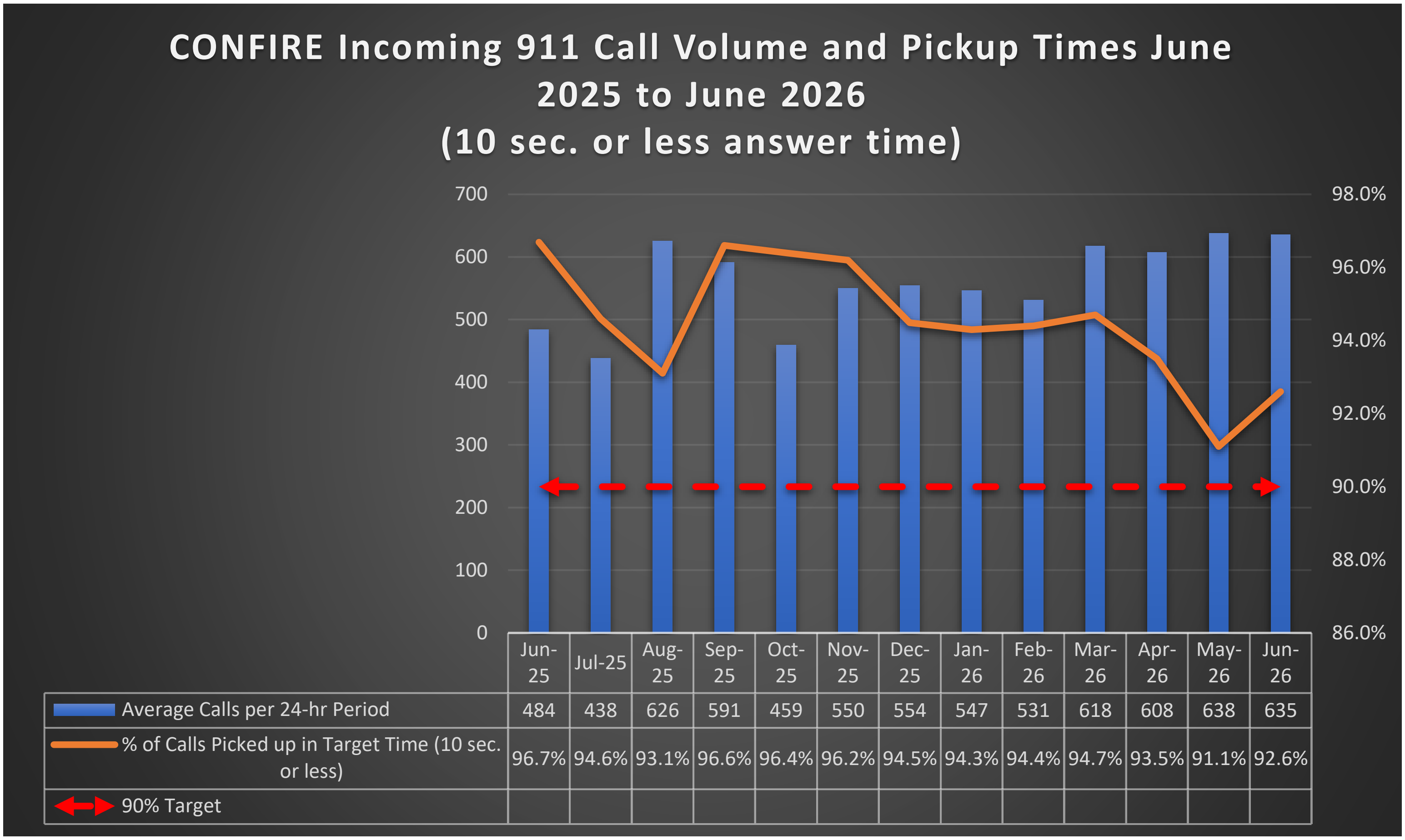
Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.



Call Answering Time from Primary PSAP

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

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



NOTE: Call volume in June/July 2025 was low due several 911 trunks out of service as a result of a drilling accident that damaged County 911 lines.

Emergency Call Processing

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

EMS Call Processing

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

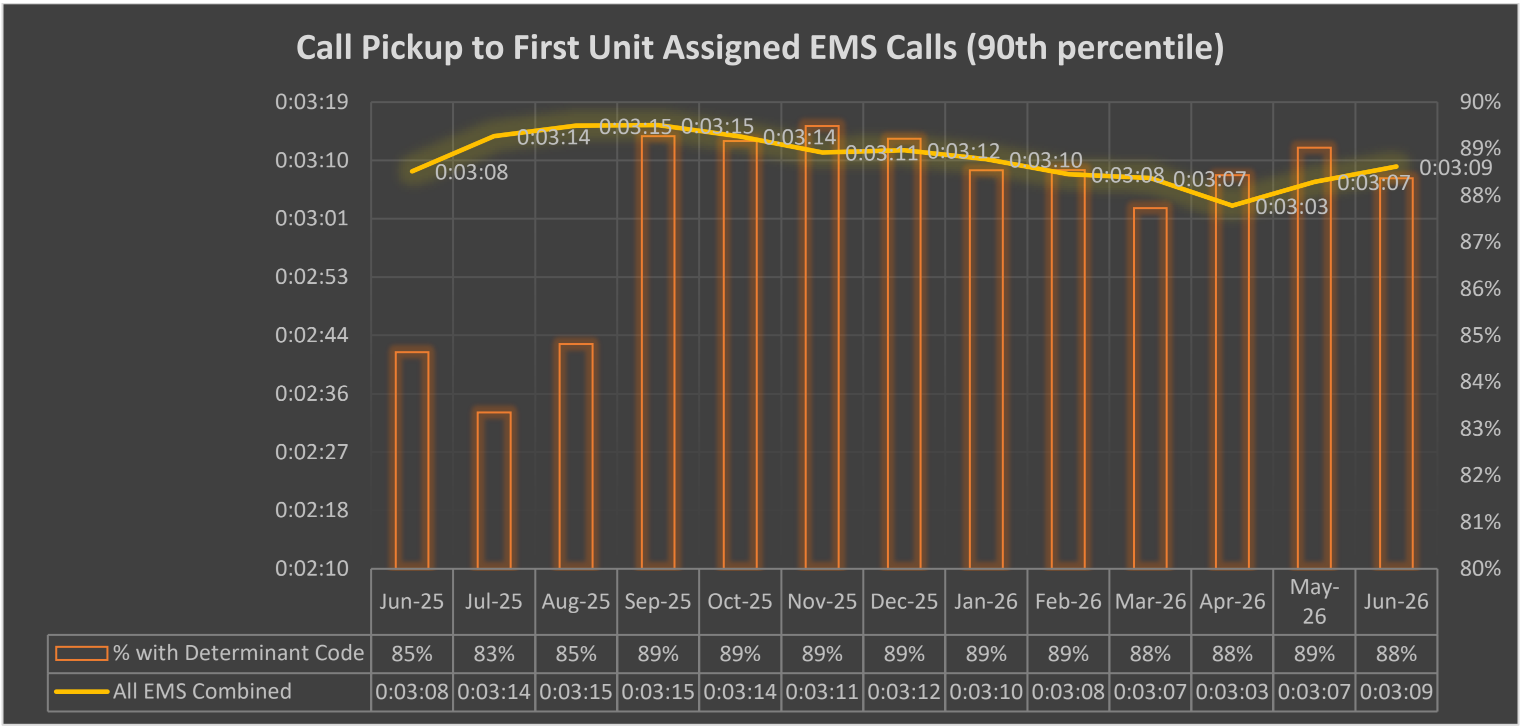
Figure 3: EMS Related Call Pickup to 1st Unit Assigned Processing Time by Percentile Intervals for June 2026

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Goal
Echo	0:00:47	0:01:03	0:01:28	0:02:05	0:01:30
Delta	0:00:54	0:01:22	0:02:05	0:02:54	0:02:30
Charlie	0:01:12	0:01:54	0:02:40	0:03:33	0:02:30
Bravo	0:01:49	0:02:16	0:02:55	0:03:37	0:03:00
Alpha	0:01:13	0:01:54	0:02:41	0:03:16	0:03:00
no EMD Code	0:00:57	0:01:21	0:02:02	0:03:00	0:02:00
All EMS	0:01:01	0:01:38	0:02:25	0:03:18	

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

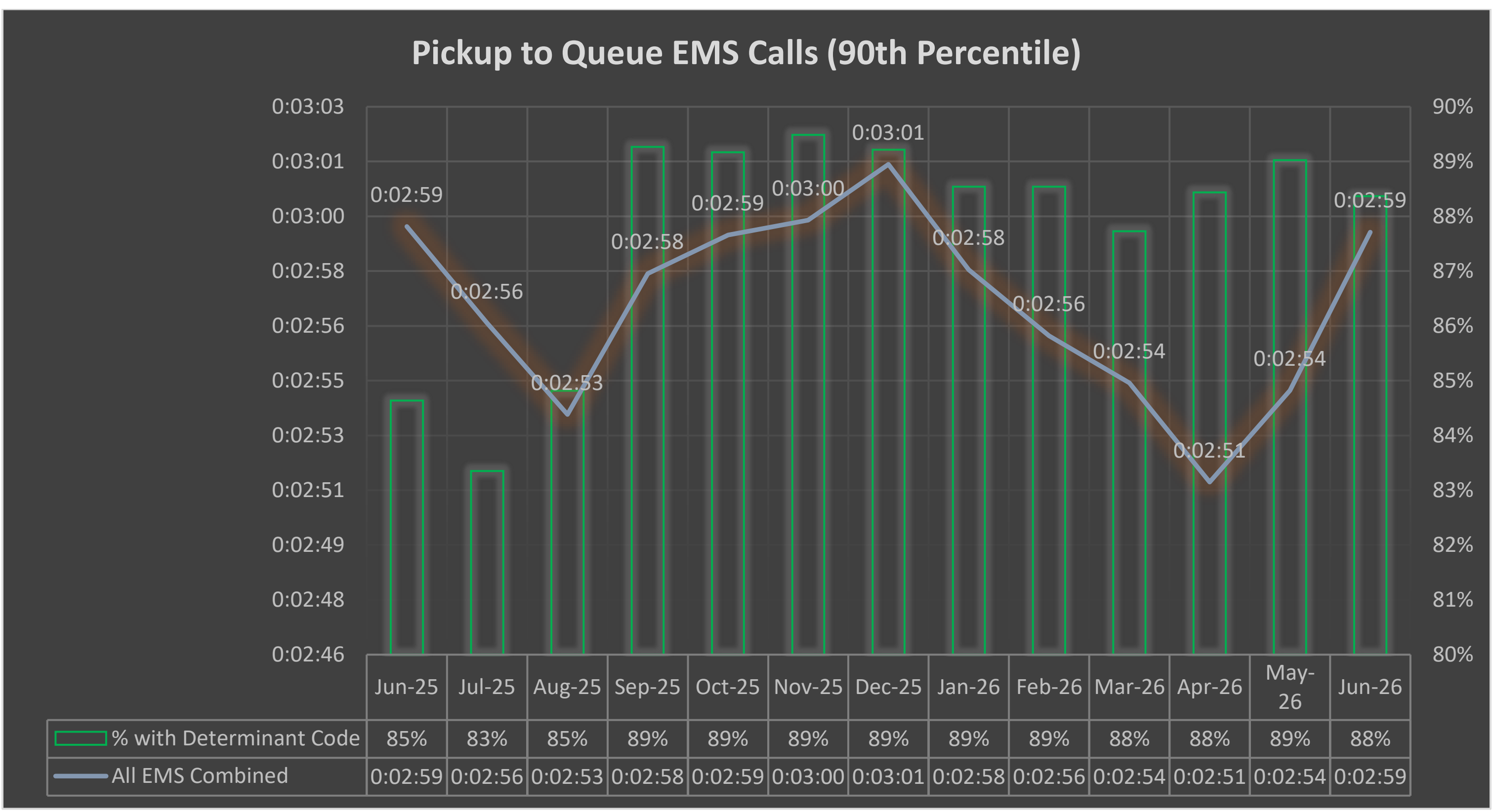
Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Additional calls needed to reach 90%
Echo	58	116	174	209	32
Delta	931	1862	2793	3351	217
Charlie	861	1721	2582	3098	672
Bravo	304	607	910	1092	150
Alpha	15	29	44	54	1
no EMD Code	608	1215	1822	2186	1044
All EMS	2400	4798	7198	8640	0

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



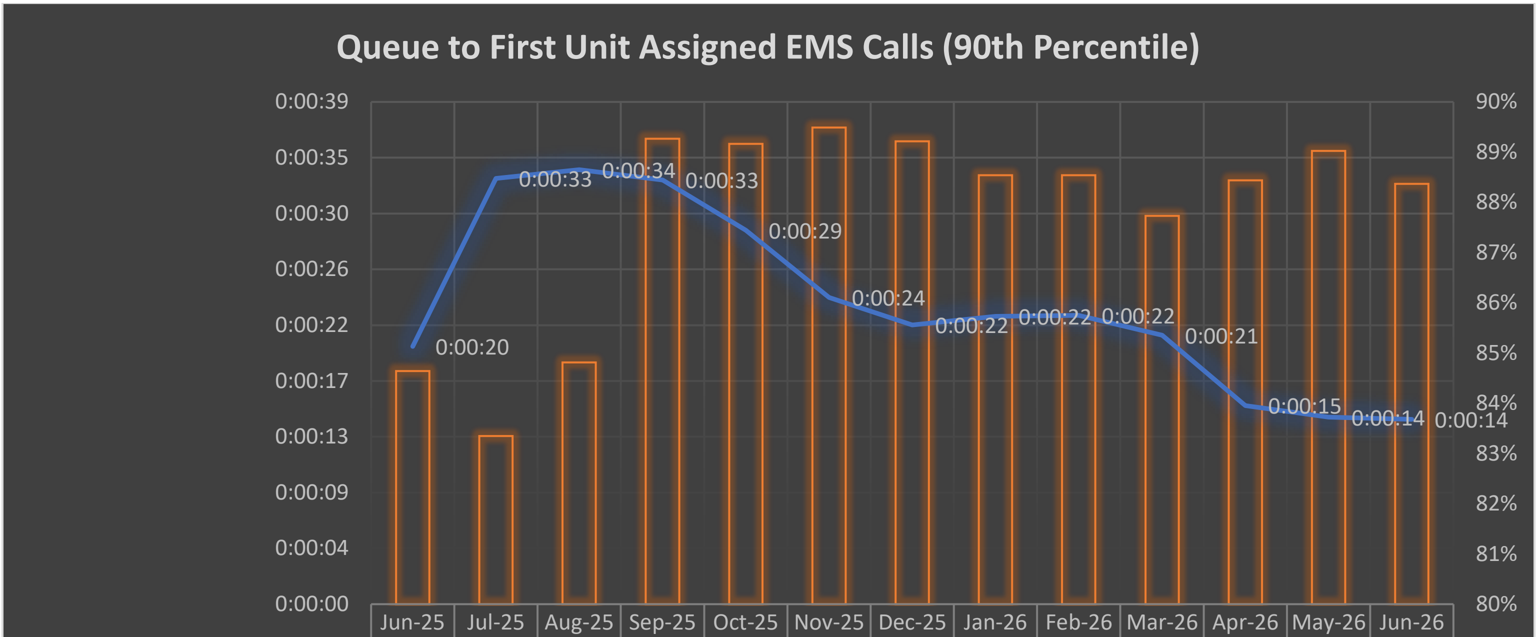
	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
% with Determinant Code	85%	83%	85%	89%	89%	89%	89%	89%	89%	88%	88%	89%	88%
All EMS Combined	0:03:08	0:03:14	0:03:15	0:03:15	0:03:14	0:03:11	0:03:12	0:03:10	0:03:08	0:03:07	0:03:03	0:03:07	0:03:09

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



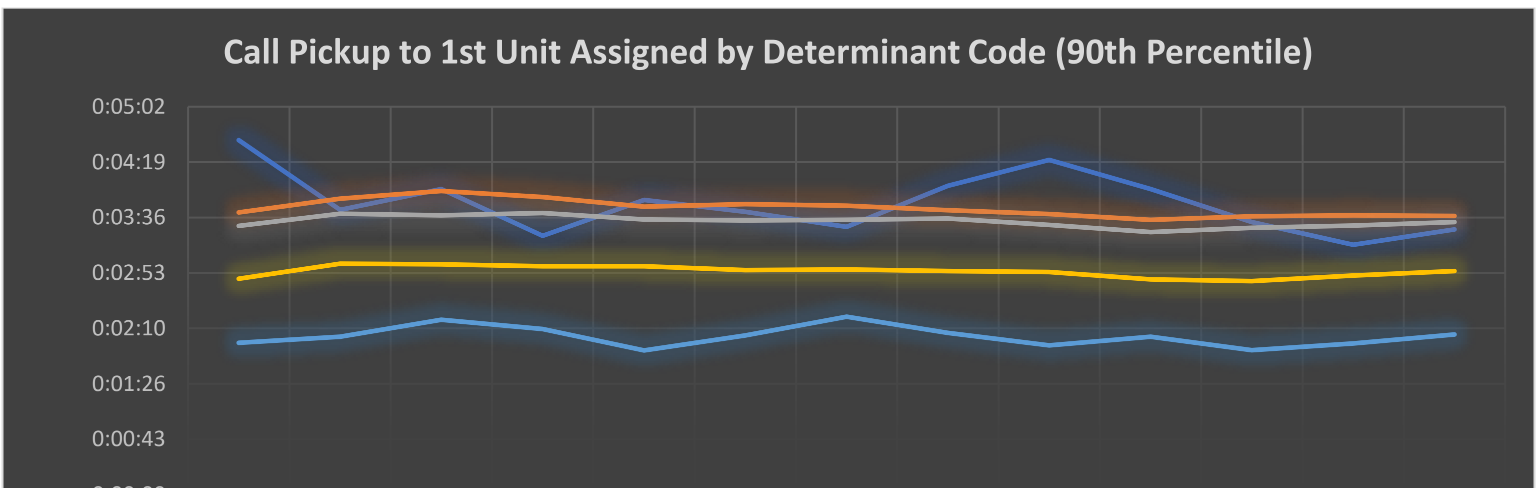
	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
% with Determinant Code	85%	83%	85%	89%	89%	89%	89%	89%	89%	88%	88%	89%	88%
All EMS Combined	0:02:59	0:02:56	0:02:53	0:02:58	0:02:59	0:03:00	0:03:01	0:02:58	0:02:56	0:02:54	0:02:51	0:02:54	0:02:59

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



	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
% with Determinant Code	85%	83%	85%	89%	89%	89%	89%	89%	89%	88%	88%	89%	88%
All EMS Combined	0:00:20	0:00:33	0:00:34	0:00:33	0:00:29	0:00:24	0:00:22	0:00:22	0:00:22	0:00:21	0:00:15	0:00:14	0:00:14

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



	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Alpha	0:04:36	0:03:42	0:03:58	0:03:22	0:03:50	0:03:40	0:03:29	0:04:01	0:04:21	0:03:58	0:03:32	0:03:15	0:03:27
Bravo	0:03:40	0:03:51	0:03:57	0:03:52	0:03:44	0:03:47	0:03:45	0:03:42	0:03:39	0:03:34	0:03:37	0:03:38	0:03:37
Charlie	0:03:30	0:03:39	0:03:38	0:03:39	0:03:34	0:03:34	0:03:34	0:03:35	0:03:30	0:03:25	0:03:28	0:03:30	0:03:33
Delta	0:02:48	0:03:00	0:02:59	0:02:58	0:02:58	0:02:55	0:02:56	0:02:54	0:02:54	0:02:48	0:02:46	0:02:51	0:02:54
Echo	0:01:58	0:02:03	0:02:16	0:02:09	0:01:52	0:02:04	0:02:19	0:02:06	0:01:56	0:02:03	0:01:53	0:01:58	0:02:05

Fire/Rescue Related Calls

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

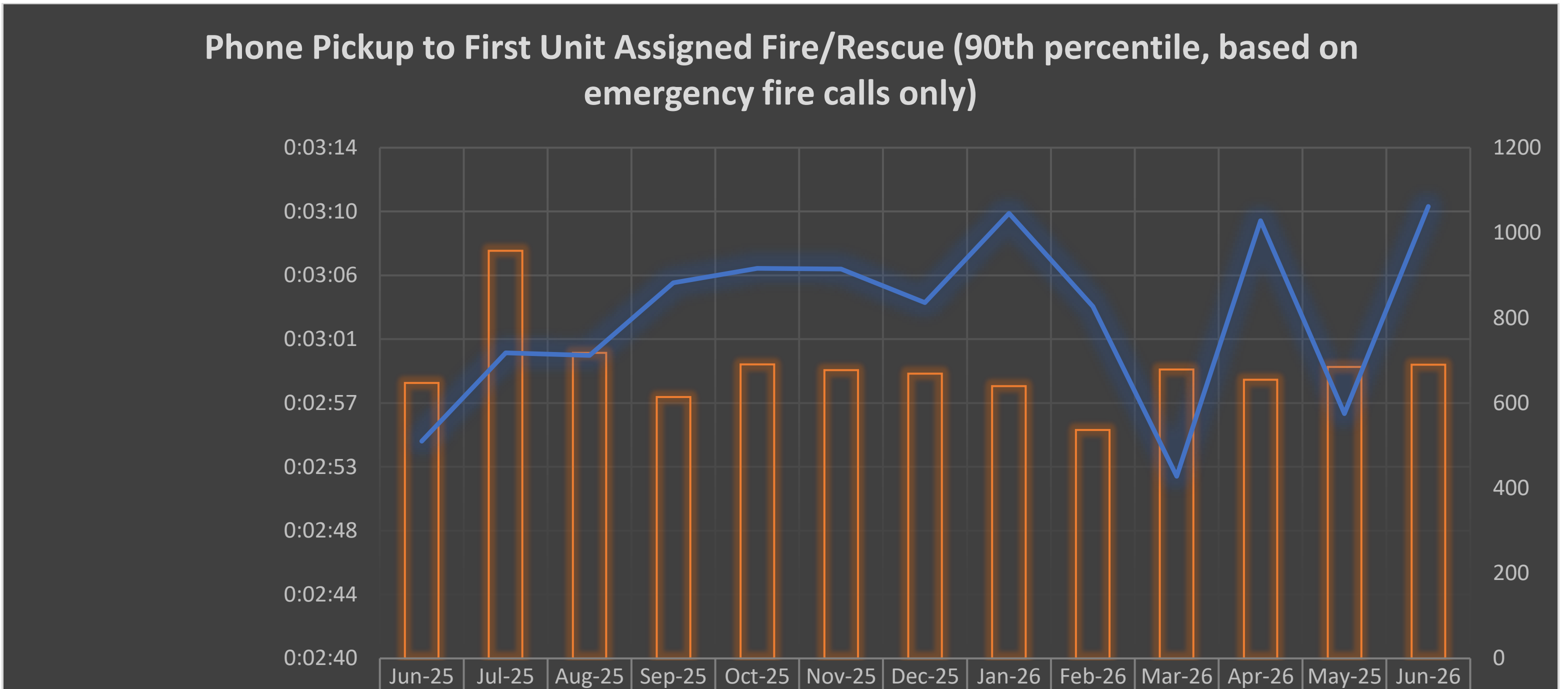
Figure 9: Fire Related Call Pickup to 1st Unit Assigned Processing Time by Percentile Intervals for June 2026

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Goal
Structure Fires	0:01:26	0:01:48	0:02:29	0:03:23	0:02:30
Non-Structure Fires	0:01:25	0:01:48	0:02:27	0:03:12	0:02:30

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

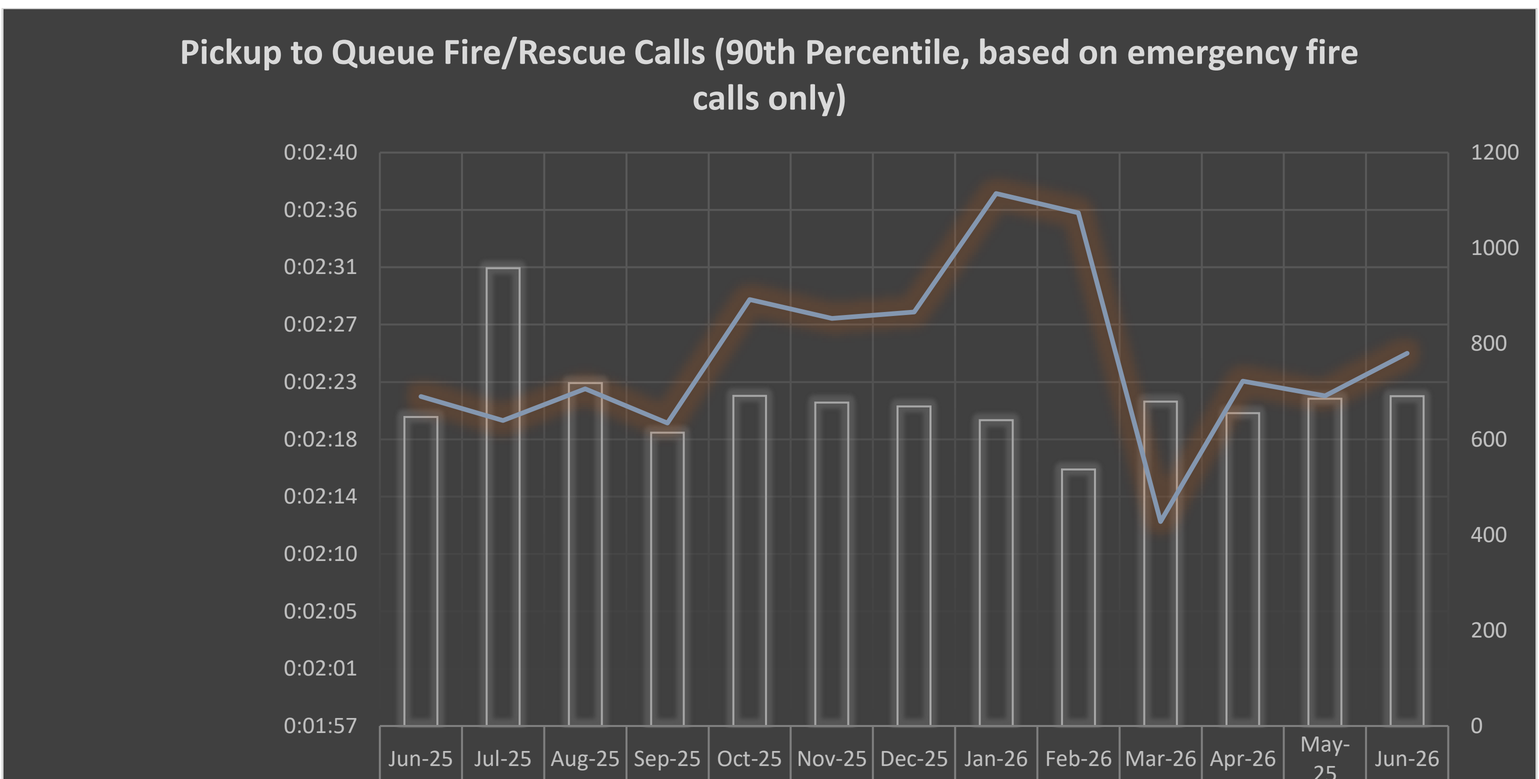
Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Additional calls needed to reach 90%
Structure Fires	32	63	94	113	18
Non-Structure Fires	141	282	423	508	72

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



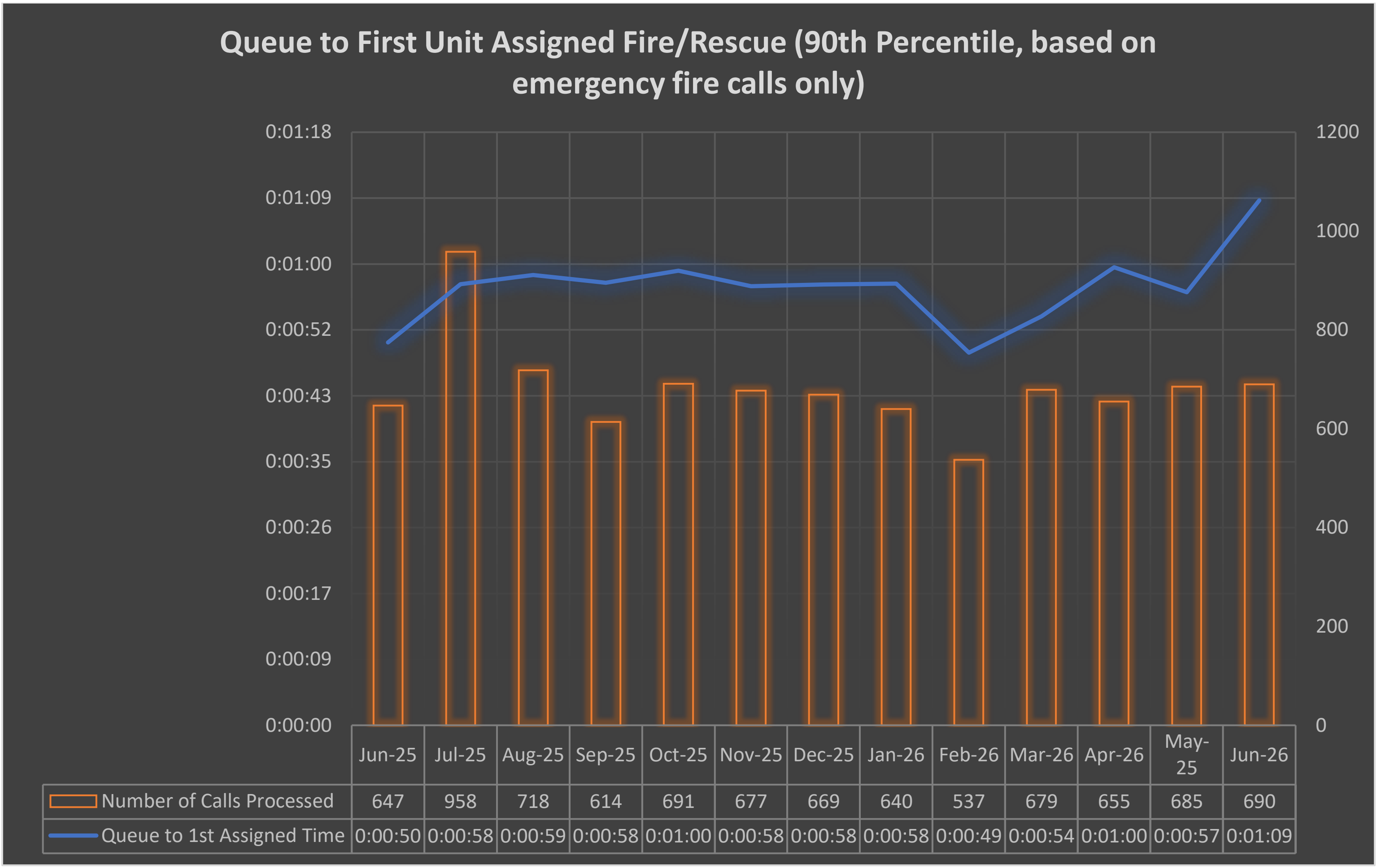
	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-25	Jun-26
Number of Calls Processed	647	958	718	614	691	677	669	640	537	679	655	685	690
PU to 1st Assigned Time	0:02:55	0:03:01	0:03:00	0:03:05	0:03:06	0:03:06	0:03:04	0:03:10	0:03:04	0:02:52	0:03:09	0:02:56	0:03:10

Figure 12: Fire/Rescue Call Pickup to Queue.



	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-25	Jun-26
Number of Calls Processed	647	958	718	614	691	677	669	640	537	679	655	685	690
Pickup to Queue Time	0:02:21	0:02:20	0:02:22	0:02:19	0:02:29	0:02:27	0:02:28	0:02:37	0:02:35	0:02:12	0:02:23	0:02:22	0:02:25

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



CONFIRE ECNS Analysis

June 2026

CONFIRE
Regional Emergency Communications

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

Establishing Low-Acuity Symptoms and Eligibility for ECNS

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

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

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

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

	All Calls	ECNS Operational Hours Only
Total Emergency EMS Calls	18,503	15,074
Total EMS Calls with Obtainable Determinant Code	14,043	11,466
Total EMS Calls with Determinant Code	12,343	9,969
% of EMD Obtainable EMS Calls with Determinant Code	88.7%	87.7%

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

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

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

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

Summary of Methodological Differences

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

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

	Based on IEAD Protocol (All Hours)	Based on CONFIRE Policy (Staffed hours only)
Total Calls Eligible for ECNS:	1,875	1,480
% of EMS calls with Determinant Code Eligible for ECNS	15.2%	12.0%
Total calls eligible for ECNS transfer	1,875	1,410
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	810	810
% of Eligible EMS CallsTransferred to ECNS system	43.2%	57.4%

<u>Reasons why ECNS Eligible Calls were not Transferred to the ECNS Nurse Line</u>

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

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

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

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

Disposition Text from CAD	Total Number of Calls	% of Total Eligible Calls Not sent to Low Code	During Staffed Hours Only	% of Total Eligible Calls Not sent to Low Code During Staffed Hours
* Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff available in house or remote (Sup Approval Required)	950	96.0%	566	93.7%
* Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	14	1.4%	12	1.9%
*Call Taker decided to not send incident to LowCode, with reason: STUDENT AT SCHOOL OR MINOR ONLY SCENE= PT is a minor student at school or there is NO adult on scene	10	1.0%	10	1.7%
*Call Taker decided to not send incident to LowCode, with reason: REMOTE LOCATION= Coordinates given as location or not easily accessible	6	0.6%	6	1.0%
*Call Taker decided to not send incident to LowCode, with reason: TEST CALL	1	0.6%	1	1.0%
*Call Taker decided to not send incident to LowCode, with reason: REQUESTING TO CANCEL= no longer requesting medical aid	9	0.9%	9	1.5%

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

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

Item 8.

Incoming Calls to Emergency Communications Nurse (ECN) Nurse			% of Total Transfers
	Total ECNS Transfers	810	
	Calls Aborted, unable to complete assessment (Hangups, disconnects)	161	20%
	During assessment, nurse triaged call and returned to dispatch as an emergency	28	3%
	Total calls eligible for continuation of ECNS process	621	77%
Calls Returned for Emergency Transport			
	Nurse assessment completed and ECN recommended an emergency response	84	10%
	Number of returned calls for emergency resulting in actual transport	69	
	% of returned calls for emergency resulting in transport	82%	
	Total calls eligible for deferral/referral through ECNS	**537**	66%
Non-emergency with no Alternative Transport			
	Patient had no alternative means of transport (Transport Unit Sent)	372	46%
	Number of non-emergency ambulance responses that resulted in actual transport.	304	
	% of non-emergency ambulance responses that resulted in actual transport.	82%	
Total calls to reach ECN that resulted in an ambulance response		456	56%
	% of total calls to reach ECN that resulted in ambulance response	73.4%	
	Total ambulance responses that resulted in a transport	374	
	% of response with transport	82%	
	Number of callers who received ECN direction and did not transport by ambulance.	165	20%
	Number of calls where assessment was completed but ambulance was sent only because the patient had no other means of transportation.	372	46%
	Combined potential transport deferrals if additional transportation options were available	537	66%

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

Disposition of Care*		
Seek Emergency Care as Soon as Possible	316	50.8%
Seek Face to Face Care within 1-4 Hours	168	27.0%
Emergency Response	84	13.5%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	23	3.7%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	8	1.3%
Schedule a Routine Appointment with a Doctor/Health Care Professional	6	1.0%
Contact Poison Control or Local Pharmacist	6	1.0%
Contact Community Crisis Line or Community Mental Health Team	5	0.8%
Self-Care	4	0.6%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	2	0.3%
Total Calls Eligible for Deferral (total minus "Emergency Response")	538	

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

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

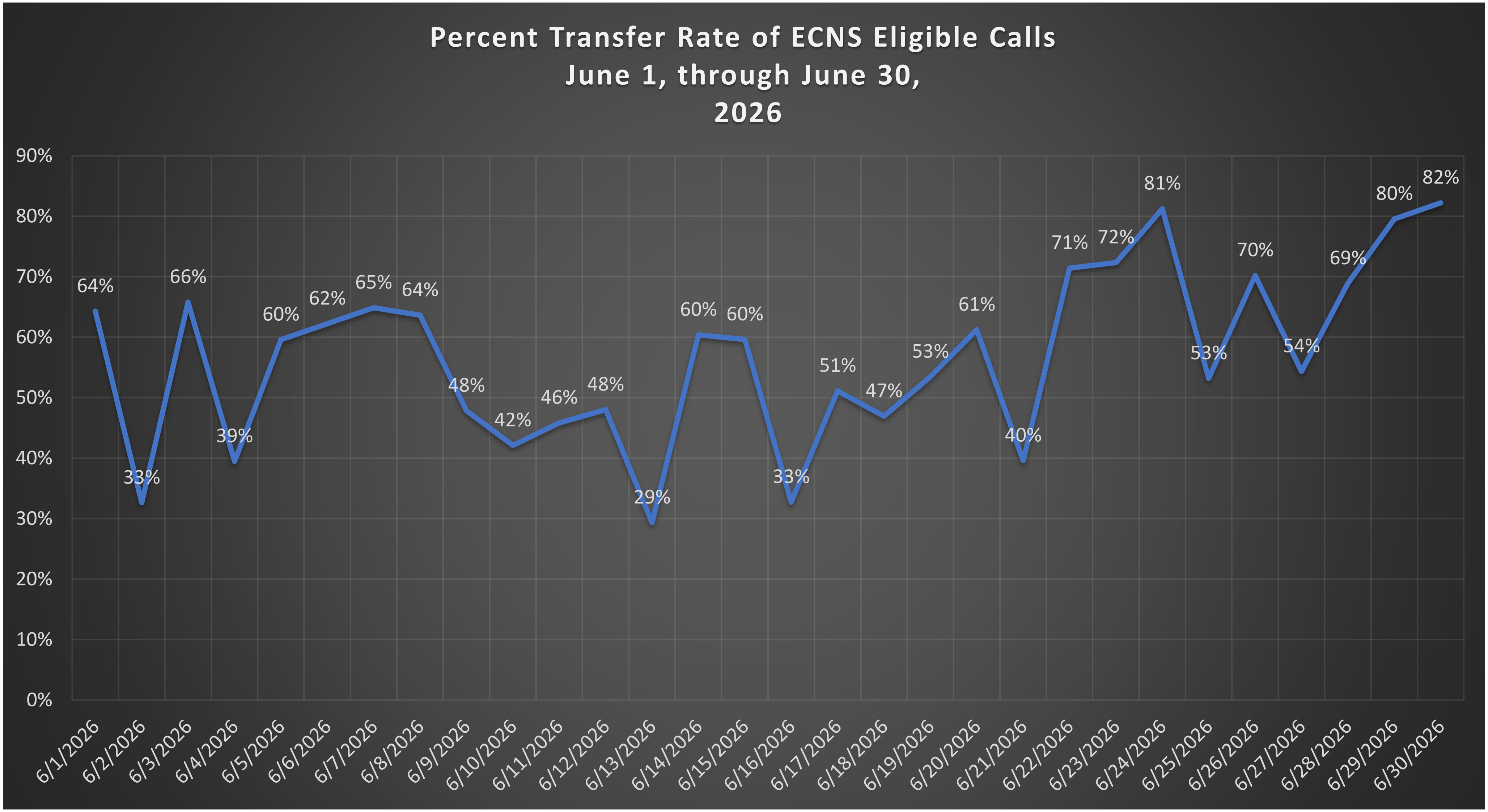


Figure 2:Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

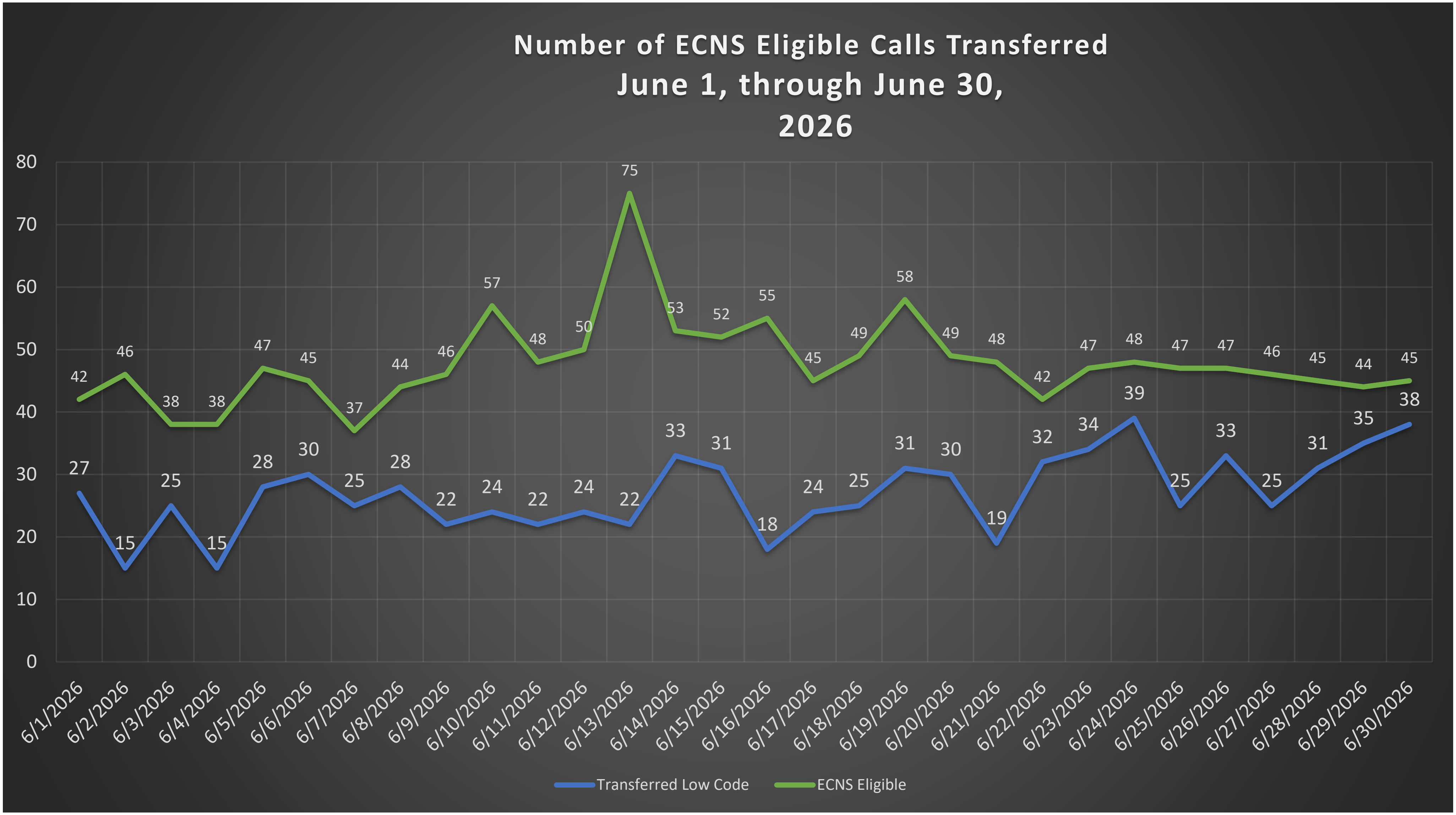
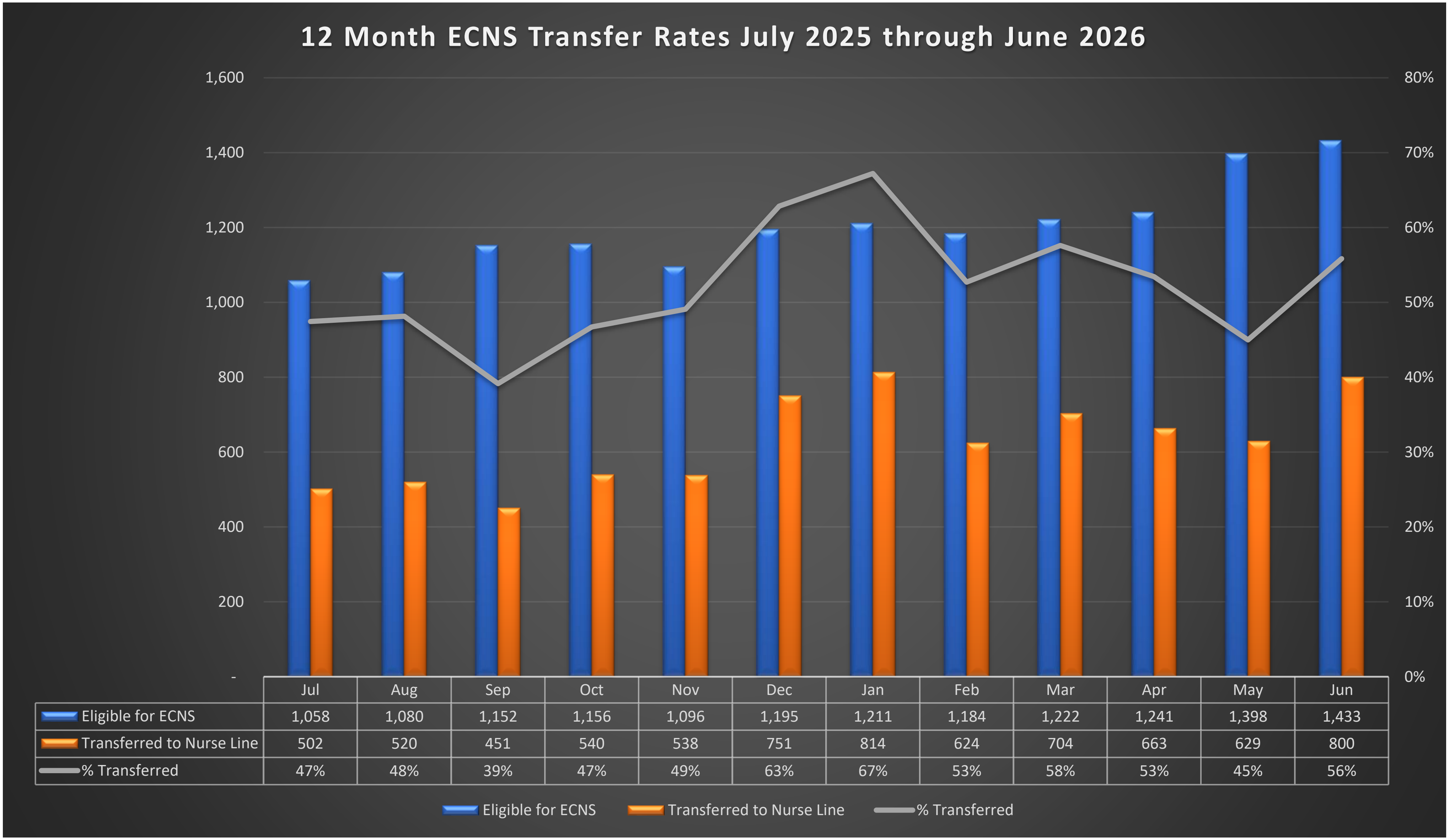
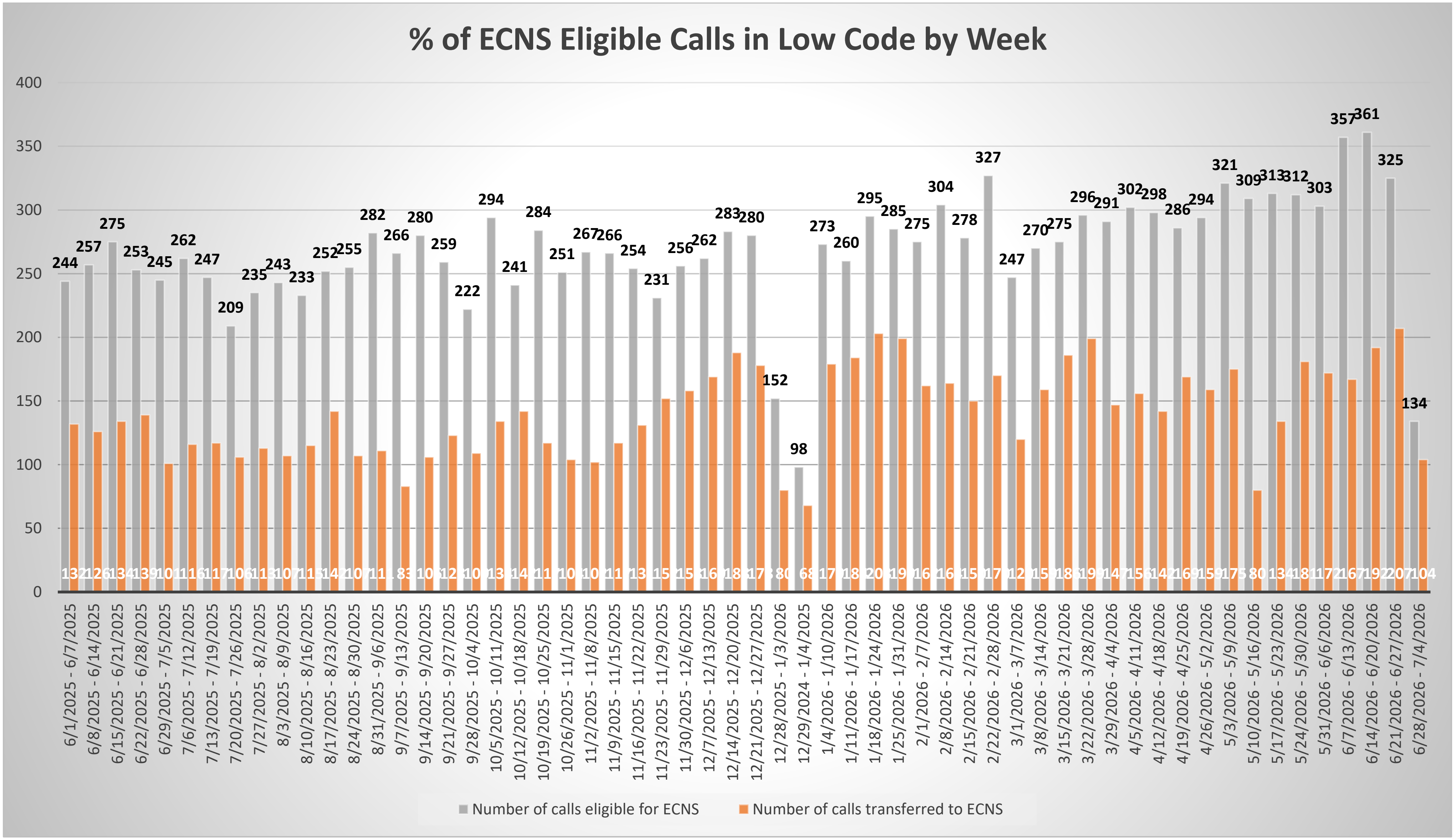


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Eligible for ECNS	1,058	1,080	1,152	1,156	1,096	1,195	1,211	1,184	1,222	1,241	1,398	1,433
Transferred to Nurse Line	502	520	451	540	538	751	814	624	704	663	629	800
% Transferred	47%	48%	39%	47%	49%	63%	67%	53%	58%	53%	45%	56%

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



STAFF REPORT

DATE: July 21, 2026

FROM: Nathan Cooke, Interim Executive Director
BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Second Amended to Independent Contractor Agreement – Wittman Enterprises, LLC.

Recommendation

Approve the Second Amended to Independent Contractor Agreement with Wittman Enterprises, LLC (Wittman) for EMS billing services, extending the agreement from September 30, 2027, through June 30, 2031, with two (2) two-year and one (1) one-year options to extend, with all other terms unchanged.

Background Information

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

On November 28, 2023, the Administrative Committee approved a contract for services with Wittman Enterprises, LLC. for third-party billing services to support cost recovery of the EMS Division and ambulance operation.

On October 1, 2024, with the assistance of our legal counsel, Kingsley Bogard, a First Amended and Restated Agreement was negotiated providing for a term of three (3) years, from October 1, 2024, to September 30, 2027, with two (2) one-year options for extension. The amendment included revised terms and rates.

This Second Amended Agreement updates the term of the First Amended and Restated Agreement to align with the cooperative purchasing agreement between the City of Chula Vista and Wittman. Those terms are as follows: Five (5) years beginning July 1, 2026, through June 30, 2031, with two (2) two-year option terms and a final one (1) year option term for a total of 120 months expiring June 30, 2036.

All other terms remain unchanged.

Financial Impact

Approval of the Second Amended Independent Contractor Agreement does not change the existing compensation structure, rates, or billing terms with Wittman Enterprises, LLC. The amendment extends the agreement term to align with the cooperative purchasing agreement between the City of Chula Vista and Wittman. As a result, there is no financial impact associated with the approval of this amendment beyond costs already contemplated under the existing agreement and future EMS billing activity. Costs for this agreement are included in CONFIRE's 2026-27 Budget (Fund 5020-EMS)

Attachments

- 2026_07_Agreement:Second Amended – Wittman LLC-EMS Billing Services

SECOND AMENDED
INDEPENDENT CONTRACTOR AGREEMENT

Piggyback Contract By and Between Consolidated Fire Agencies and Wittman Enterprises, LLC to Provide EMS Billing and Collection Services

THIS AMENDMENT TO THE FIRST AMENDED AND RESTATED INDEPENDENT CONTRACTOR AGREEMENT, Piggyback Contract By and Between Consolidated Fire Agencies ("CONFIRE") and WITTMAN ENTERPRISES, LLC ("CONTRACTOR"), is made as of July 1, 2026. CONFIRE and Contractor are collectively referred to herein as the "Parties".

RECITALS

A. The Parties entered into an Independent Contractor Agreement for EMS Billing and Collection Services on December 1, 2023 ("Agreement"), in accordance with "Public Agency Participation" allowed for in the contract between Wittman and the City of Chula Vista.

B. Exhibit B, Paragraph 25, entitled "Modification" to the Agreement, permits the Parties to amend the Agreement.

C. In accordance with Exhibit B, Paragraph 25, the Parties amended the Agreement on October 1, 2024, providing for a term from October 1, 2024 through September 30, 2027 ("First Amended and Restated Agreement").

D. The Parties desire to further amend the First Amended and Restated Agreement and enter into this Second Amended Agreement to update the term of the First Amended and Restated Agreement to align with the cooperative purchasing agreement between the City of Chula Vista and Wittman.

E. The term of the City of Chula Vista's contract is as follows:

Five (5) years beginning July 1, 2026 through June 30, 2031 with two (2) two-year option terms and a final one (1) year option term for a total of 120 months expiring June 30, 2036.

NOW THEREFORE,
The Parties desire to enter into this Second Amended Independent Contractor Agreement for Billing and Collection Services.

SECOND AMENDMENT

1. Section 3 of the First and Amended and Restated Agreement shall be replaced with the following:

3. EFFECTIVE DATE AND TERM

a. This Second Amendment is effective on July 1, 2026 (“Effective Date”).

b. Unless terminated or otherwise canceled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to June 30, 2036.

2. Except as Amended by this Second Amendment to the Agreement, each and every term, covenant and condition for the First Amended and Restated Agreement shall remain in full force and effect.

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

CONSOLIDATED FIRE AGENCIES	**WITTMAN ENTERPRISES, LLC**
Date: _________, 20_	Date: 7/8/2026, 20_
By: ___________________	By: Signed by: Corinne Wittman-Wong 7D57BA63CC5C47E...
Print Name: Nathan Cooke	Print Name: Corinne Wittman-Wong
Its: Interim Executive Director	Its: CEO

CONFIRE

STAFF REPORT

DATE: July 21, 2026

FROM: Nathan Cooke, Interim Executive Director
BY: Ivan Ramirez, Finance Manager
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Resolution Authorizing Borrowing under the City of Ontario CONFIRE EMS Program Loan Agreement

Recommendation

Approve Resolution No. 2026-02 authorizing borrowing under the City of Ontario CONFIRE EMS Program Loan Agreement and authorizing the Executive Director or Deputy Executive Director to request loan advances and execute related documents.

Background Information

On December 5, 2023, the County of San Bernardino awarded CONFIRE a contract to provide Advance Life Support and Basic Life Support ground ambulance services, interfacility transport services, and critical care services within designated Exclusive Operating Areas in San Bernardino County.

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

On May 6, 2026, the State Superior Court lifted the injunction, allowing CONFIRE to resume implementation activities and proceed toward deployment of an ambulance transportation system

To provide sufficient working capital for ambulance operation startup costs, CONFIRE negotiated a loan agreement with the City of Ontario (Ontario) in an amount not to exceed $20 million. On May 26, 2026, the CONFIRE Board of Directors authorized the Chairperson to execute the revised loan agreement with Ontario. The agreement was subsequently executed by CONFIRE and Ontario.

The executed loan agreement allows CONFIRE to request advances in amounts ranging from $1 million to $5 million, subject to an aggregate maximum outstanding principal amount of $20 million. Each request must be submitted to Ontario at least 10 business days before the proposed advance date.

The loan agreement requires CONFIRE to provide Ontario with a duly executed resolution authorizing the borrowing transactions and identifying officers authorized to act on CONFIRE's behalf. Adoption of the proposed resolution will satisfy this requirement and establish authority necessary to request the initial and any subsequent advances.

The proposed resolution authorizes the Executive Director or Deputy Executive Director to request advances and execute payment schedules, notices, and other documents necessary to administer the loan agreement. The resolution does not authorize borrowing beyond the $20 million maximum previously approved by the Board of Directors.

Financial Impact

Loan proceeds will be deposited into the EMS Division Enterprise Fund (Fund 5020) and will be used for ambulance administration, personnel, equipment, operations, billing, and other start up and operating costs associated with the implementation of ambulance transportation services.

The exact principal and interest payments will depend on the amount and timing of each advance and the Local Agency Investment Fund (LAIF) daily effective yield in effect on the first closing date. Principal and interest payments will be made from EMS Division revenues in accordance with the loan agreement and applicable payment schedule.

Sufficient revenue and appropriations are included in the EMS Division budget 2026-27 budget for anticipated loan proceeds, ambulance implementation costs, and loan payments.

Attachments

- Resolution No. 2026-02 authorizing Loan advances and Designating Authorized Officers
- City of Ontario Loan Agreement

RESOLUTION NO. 2026 - 02

RESOLUTION OF THE ADMINISTRATIVE COMMITTEE OF THE CONSOLIDATED FIRE AGENCIES ("CONFIRE")

AUTHORIZING BORROWING FROM THE CITY OF ONTARIO FOR THE CONFIRE EMS PROGRAM

WHEREAS, CONFIRE is commencing ambulance transport operations and requires working capital to fund startup costs, personnel, equipment, billing, operations, and related administrative expenses; and

WHEREAS, the City of Ontario has agreed to extend credit to CONFIRE in an amount not to exceed twenty-million dollars ($20,000,000), pursuant to the City of Ontario CONFIRE EMS Program Loan Agreement (Loan Agreement) dated June 23, 2026; and

WHEREAS, the Administrative Committee of CONFIRE finds that access to credit is necessary and in the best interests of CONFIRE to support implementation of ambulance transport services;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Administrative Committee of CONFIRE as follows:

1. The Administrative Committee approves borrowing under the approved City of Ontario CONFIRE EMS Program Loan Agreement.

2. The total amount borrowed shall not exceed Twenty-Million Dollars ($20,000,000).

3. The Executive Director or Deputy Executive Director are authorized to request advances under the Loan Agreement and execute any Payment Schedules, certificates, notices, and related documents required by the Loan Agreement.

4. The Executive Director, Deputy Executive Director, and any other officer designated by the Executive Director are authorized to take all actions necessary to implement the Loan Agreement.

5. Repayment of advances shall be made in accordance with the terms of the Loan Agreement and applicable Payment Schedules.

6. This resolution shall take effect immediately upon adoption.

THIS RESOLUTION was passed and adopted by the Administrative Committee at a regular meeting held on the 21st day of July 2026, by the following roll call vote:

AYES:
NOES:
ABSENT:

Signed and approved by me after its passage.

Attest:

Nathan Cooke
Interim Executive Director, CONFIRE

Dan Harker
Chairperson, Administrative Committee

00143031.3

CITY OF ONTARIO
CONFIRE EMS PROGRAM
LOAN AGREEMENT

This CITY OF ONTARIO CONFIRE EMS PROGRAM LOAN AGREEMENT (the "Agreement") is made as of June 23, 2026, by and between **CONSOLIDATED FIRE AGENCIES ("Borrower")**, a joint powers agency, acting on behalf of its **CONFIRE EMS**, a division of the Borrower **("EMS")** and the **CITY OF ONTARIO**, a California municipal corporation **("Lender")**.

R E C I T A L S

A. Borrower is a joint powers agency, was created to provide services relating to the operation of a regional public safety communication system and cooperative program of fire protection, rescue and emergency medical services system.

B. EMS is a subsidiary division of Borrower, which provides emergency medical services to Borrower's member agencies (the "Member Agencies").

C. Borrower has requested that the Lender extend credit to Borrower in the form of this agreement with a maximum credit limit of Twenty Million Dollars ($20,000,000) for the purpose of providing emergency medical services and ambulance transportation services, and to fund the administrative support to commence operations, billings and collection services (the "Program").

D. The Lender has agreed to extend credit to Borrower, subject to and in accordance with the terms and conditions of this Agreement and the other "Loan Documents" as that term is defined below.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. Capitalized terms in this Agreement that are not defined when first used shall have the meanings set forth below:

(a) **Advances**. The term "Advances" shall mean all funds advanced to the Borrower under the terms of this Agreement.

(b) **Administrative Statements**. Borrower's statements regarding administration of billing to insurance providers and federal and State agency reimbursement applications related to the Program.

(c) **Agreement**. The term "Agreement" shall mean this Agreement, any schedules hereto, any promissory notes, and assignments required hereunder (whether executed concurrently with or prior or subsequent to the date hereof), and any concurrent or subsequent amendments, modifications, supplements, chattel paper, extensions, or schedules to any of the foregoing.

(d) **Authorized Officer**. The term "Authorized Officer" shall mean Executive Director of the Borrower.

(e) **Borrower's Books**. The term "Borrower's Books" shall mean: (a) all of Borrower's books and records including ledgers, records indicating, summarizing, or evidencing Borrower's assets or liabilities related to the Program; (b) all information relating to Borrower's business operations or financial condition related to the Program; and (c) all computer programs, disk or tape files, printouts, runs, or other computer prepared information, and the equipment containing such information related to the Program.

(f) **Business Day**. The term "Business Day" shall mean any day which is not a Saturday, Sunday, or other day on which banks in the State of California are authorized or required to close.

(g) **Event of Default.** The term "Event of Default" shall mean the occurrence of an event described in Section 6.1 below.

(h) **Financial Statement(s).** The term "Financial Statement(s)" shall mean all income statements, balance sheets, statements of retained earnings or other related statements which reflect the financial worth of Borrower related to the Program.

(i) **Loan**. The term "Loan" shall mean the aggregate of all Advances made by Lender to Borrower hereunder, and represented in a Payment Schedule.

(j) **Loan Documents**. The term "Loan Documents" shall mean, collectively, this Agreement, the Payment Schedule, any other obligation or schedule executed by Borrower to the order of Lender, and any other document, instrument and agreement executed by Borrower in connection with this Agreement.

(k) **Maximum Credit Limit**. The term "Maximum Credit Limit" has the meaning provided in Section 2.1 below.

(l) **Members of the Borrower**. The term "Members of the Borrower" shall mean the "Parties" as described in the Joint Powers Agreement (Third Amended and Restated) and dated March 23, 2021, by and among the Members.

(m) **Obligations**. The term "Obligations" shall mean all Advances together with interest thereon, Lender's expenses, and all other amounts payable by Borrower under the Loan Documents, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including any debt, liability, or obligation owing from Borrower to others which Lender may have obtained by assignment or otherwise, and further including all interest not paid when due and all Lender's expenses which Borrower is required to pay or reimburse by the Loan Documents, by law or otherwise.

(n) **Payment Date**. The term "Payment Date" shall mean January 1, April 1, July 1 and October 1 of each calendar year, and shall be in the form of Exhibit A hereto, as such may be amended or modified.

(o) **Payment Schedule**. The term "Payment Schedule" shall mean a schedule of principal and interest payments due hereunder, as modified from time to time representing Advances made to Borrower.

(p) **Revenues**. The term "Revenues" means all billings for transport services and GMS services, which includes State and Federal reimbursement or supplemental reimbursement funds.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, to the singular include the plural, to the part include the whole, and "including" is not limiting, and "or" has the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, and exhibit references are to this Agreement unless otherwise specified.

1.3 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles ("GAAP") as in effect from time to time. When used herein, the term "financial statements" shall include the notes and schedules thereto.

2. ADVANCES AND TERMS OF PAYMENT.

2.1 Extension of Credit. Subject to the full satisfaction of each and all of the conditions set forth in this Article II, and subject to the all other terms and conditions of this Agreement, Lender shall, upon the request of Borrower made from time to time but no later than two (2) years from the date of the first draw of funds under this Agreement, and so long as no Event of Default has occurred and is continuing, or so long as this Agreement has not been terminated, and subject to the full satisfaction of each and all of the conditions set forth in this Agreement, make Advances to Borrower in an aggregate amount not to exceed the sum of the following (the "Maximum Credit Limit"): Twenty Million Dollars ($20,000,000.00), provided through the Lender's unrestricted funds other than the General Fund of the Lender.

2.2 Request for Advance. Borrower may take Advances in a minimum amount of One Million Dollars ($1,000,000) and a maximum amount of Five Million Dollars ($5,000,000). Total draws cannot exceed Twenty Million ($20,000,000) in the aggregate. Advances, as well as directions for payment from Borrower's deposit accounts maintained with Lender, must be requested in writing on behalf of Borrower by any Authorized Officer. Borrower agrees to be liable for all sums advanced in accordance with Borrower's or Borrower's authorized representative's instructions. The unpaid Advances owing hereunder, at any time, will be evidenced by a separate Payment Schedule to be added to this Agreement. All requests for Advances shall be received by Lender ten (10) Business Days prior to the proposed date the requested Advance is to be made. Each request made to Lender for an Advance shall contain the following: (a) the aggregate principal amount of the Advance; and (b) satisfaction of conditions of Section 2.13 hereof.

2.3 Authorization to Make Advances. Lender is hereby authorized to make Advances, solely from its unrestricted funds, other than the Lender's General Fund, based on a written request to Lender made by anyone purporting to be an Authorized Officer. Borrower hereby holds Lender harmless against any loss, claim, liability, cause of action, and damages arising out of Lender's reliance on such request in making an Advance hereunder.

2.4 Maturity Dates. The first Advance shall have two (2) years from the date of the effective Advance payment date (the "Closing Date") to repay the loan (the "Maturity Date"). Each subsequent Advance shall be repaid no later than the Maturity Date stated above. For avoidance of doubt, the final Maturity Date for all amounts drawn hereunder shall be the date which is two (2) years from the first Closing Date.

2.5 Security. The Loan and all other payment obligations under this Agreement and the Loan Documents will be payable from and secured by the Revenues of the Borrower.

2.6 Repayment of Advance. For each Advance, Borrower will pay scheduled principal and interest as follows:

(a) the first payment due for the first Advance shall be the third Payment Date succeeding such Advance (for example, if the first draw is July 1, 2026, then the first payment shall be made on April 1, 2027) and such repayment shall be reflected in a Payment Schedule; and

(b) thereafter, on each Payment Date;

(c) for each subsequent Advance, the Payment Schedule shall be amended and all amounts due thereunder shall be paid on each Payment Date;

(d) all or any portion of the Loan may be prepaid on any Business Day without premium or penalty at the option of the Authority, by presentment of the unpaid principal portion together with interest accrued thereon to the date set for prepayment upon delivery to the Lender of notice of intent to prepay the Loan no less than 10 days prior to the date of such prepayment.

The entire Loan shall be paid in full by the Maturity Date.

2.7 Interest. Interest rate on all amounts due hereunder shall be determined by using the Local Agency Investment Fund (LAIF) daily effective yield rate, on the first Closing Date.

2.8 Default Interest Rate. The interest rate after the occurrence of any Event of Default shall be calculated at the rate of 8.00% (the "Default Rate") on a monthly basis.

2.9 Insurance.

(a) Coverage. For the duration of this Agreement, Borrower shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Program. Coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL**): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Borrower has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) **Fidelity & Crime:** Fidelity & Crime coverage with a limit no less than $1,000,000 including coverage for employee dishonesty and theft, disappearance and destruction of money and securities.

If the Borrower maintains broader coverage and/or higher limits than the minimums shown above, the Lender requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Borrower. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lender.

(b) **Policies**. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) **Additional Insured Status**. The Lender, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Borrower including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Borrower's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(2) **Primary Coverage**. For any claims related to this contract, the Borrower's insurance coverage shall be primary and non-contributory and at least as broad as

ISO CG 20 01 04 13 as respects the Lender, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lender, its officers, officials, employees, or volunteers shall be excess of the Borrower's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

(3) **Umbrella or Excess Policy**. The Borrower may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions ("SIRs"), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Borrower's primary and excess liability policies are exhausted.

(4) **Notice of Cancellation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Lender.

(5) **Waiver of Subrogation**. Borrower hereby grants to Lender a waiver of any right to subrogation which any insurer of said Borrower may acquire against the Lender by virtue of the payment of any loss under such insurance. Borrower agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Lender has received a waiver of subrogation endorsement from the insurer.

(6) **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the Lender. The Lender may require the Borrower to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Lender. The CGL and any policies, including Excess liability policies, may not be subject to a SIR or deductible that exceeds $25,000 unless approved in writing by Lender. Any and all deductibles and SIRs shall be the sole responsibility of Borrower or subcontractor who procured such insurance and shall not apply to the indemnified additional insured parties. The Lender may deduct from any amounts otherwise due Borrower to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the named insured. The policy must also provide that Defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The Lender reserves the right to obtain a copy of any policies and endorsements for verification.

(7) **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Lender.

(8) **Verification of Coverage**. Borrower shall furnish the Lender with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the Lender before the Program commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Borrower's obligation to provide them. The Lender reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Lender reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

2.10 Accounting System. Borrower at all times hereafter shall maintain a standard and modern system of accounting in accordance with GAAP, with ledger and account cards or computer tapes, disks, printouts, and records pertaining to the Program which contain information as may from time to time be requested by Lender.

2.11 Records. Borrower shall keep full and accurate accounts and records of its operations according to GAAP.

2.12 Audit. Borrower shall permit Lender, its employees or agents upon request to inspect and test Borrower's books and records for the purpose of verifying the accuracy of all information required under the terms of this Agreement or submitted pursuant to this Agreement. Pursuant to this Section, Borrower shall grant Lender complete access (including computer access) to all records in whatever form, including accounts, bank statements, delinquency reports, collection reports and litigation reports, whether in hard form or on software.

2.13 Conditions to Each Advance. Lender shall not be obligated to disburse all or any portion of the first Advance and each subsequent Advance, unless and until Borrower has fully satisfied each and all of the following conditions:

(a) The outstanding principal balance owed on the Loan as evidenced by the Payment Schedule does not at any time exceed the Maximum Credit Limit;

(b) Borrower shall have executed and delivered to Lender an original counterpart of this Agreement;

(c) Borrower shall have executed and delivered to Lender a revised Payment Schedule for all Advances made hereunder;

(d) A duly executed resolution to borrow authorizing the loan transactions and authorizing specific officers to act on behalf of the Borrower in connection with this Agreement shall be delivered to Lender; and

(e) Borrower has delivered all approvals and incumbency certificates of officers of the Borrower executing any Loan Documents;

(f) Borrower's Counsel has delivered legal opinions addressed to Lender in form and substance satisfactory to the Lender and Lender's Counsel;

(g) Lender shall have received any and all additional documents, instruments and certificates required pursuant to this Agreement, or otherwise deemed necessary and requested by Lender.

(h) Borrower has delivered a certificate to Lender evidencing that (i) no Event of Default has occurred, (ii) all representations, warranties, and covenants are true and correct and (iii) no material adverse change has occurred with respect to the Borrower, since the date of the most recent audited financial statements delivered to the Lender.

(i) Borrower has paid all closing fees and expenses.

3. CONTINUING REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender as follows, each such representation and warranty to continue so long as any Obligations remain unpaid:

3.1 Organization; Authority as to Loan Documents. The Borrower is in good standing under the laws of the State, has full legal right, power and authority to enter into the Loan Documents, and to carry out and consummate all transactions contemplated by the Loan Documents, and by proper action of its legislative body has duly authorized the execution, delivery and performance of the Loan Documents. The person(s) of the Borrower executing the Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Loan Documents have been duly authorized, executed and delivered by the Borrower.

3.2 Proceedings; Enforceability. Assuming due execution and delivery by the other parties thereto, the Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights against public entities in the State of California, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

3.3 No Conflicts. The execution and delivery of the Loan Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not, in any material respect, conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Joint Powers Agreement for the Borrower entered into on September 21, 1990, as subsequently amended ("JPA Agreement"), its bylaws or to the best knowledge of the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, to which Borrower is subject, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents or the financial condition, assets, properties or operations of the Borrower.

3.4 Litigation; Adverse Facts. Except as disclosed to Lender in writing prior to the date hereof, there is no legal action, nor is there a basis known to Borrower for any legal action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, or its assets, properties or operations which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Loan Documents, upon the ability of Borrower to perform its obligations under the Loan Documents, or upon the financial condition, assets, properties or operations of the Borrower. Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents, the ability of Borrower to perform its obligations under the Loan Documents, or the financial condition, assets, properties or operations of the Borrower. Borrower is not (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets condition (financial or otherwise) or prospects of Borrower; (b) subject to, or in default with respect to, any other legal requirements that would have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of Borrower; or (c) in default with respect to any agreement to which Borrower is a party or by which it is bound, which default would have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of Borrower; and (d) there is no legal action pending or, to the knowledge of Borrower, threatened against or affecting Borrower questioning the validity or the enforceability of this Agreement.

3.5 Agreements; Consents; Approvals. Except as contemplated by the Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any other agreement or instrument to which it is a party or by which it is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or “blue sky” laws) is necessary in connection with the execution and delivery of the Loan Documents or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

3.6 No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property, and the Borrower has no knowledge of any person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

3.7 Full and Accurate Disclosure. No statement of fact made by the Borrower in any Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Lender which materially and adversely affects the Program or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Agreement in a timely manner.

3.8 Compliance. The Borrower will comply, to the extent required, in all material respects with all applicable legal requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any governmental authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower.

3.9 Contracts. All service, maintenance or repair contracts affecting the Projects have been entered into at arm's length (except for such contracts between the Borrower and the Lender) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

3.10 Financial Information. All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Lender in respect of the Program by or on behalf of the Borrower, to the best knowledge of the Borrower, (a) are accurate and complete in all material respects, (b) accurately represent the financial condition of the Program as of the date of such reports, and (c) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

3.11 Federal Reserve Regulations. No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by law or any Loan Document.

3.12 Not a Foreign Person. The Borrower is not a "foreign person" within the meaning of §1445(0(3) of the Code.

3.13 Enforceability. The Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

3.14 Insurance. The Borrower has obtained the insurance required by Section 2.9 hereof and has delivered to the Lender copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Agreement.

3.15 State Law Requirements. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable state laws relating to the Loan Documents.

3.16 Fraudulent Transfer. The Borrower has not accepted the Loan or entered into any Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Loan Documents. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

3.17 Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed, if any, and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

3.18 Approval of the Loan Documents. By its execution and delivery of this Agreement, the Borrower approves the form and substance of the Loan Documents, and agrees to carry out the responsibilities and duties specified in the Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the Program, (b) it is familiar with the provisions of all of the Loan Documents and other documents and instruments relating to the financing, and (c) it has not relied on the Lender for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Loan Documents or otherwise relied on the Lender in any manner.

3.19 Other Documents. Each of the representations and warranties of Borrower contained in any of the other Loan Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Loan Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Lender.

3.20 Survival of Representations and Covenants. All of the representations and warranties in the Loan Documents (i) shall survive for so long as any portion of the Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Lender notwithstanding any investigation heretofore or hereafter made by the Lender or on its or their behalf.

3.21 Reliance by Lender; Cumulative. Each warranty, representation, and agreement contained in this Agreement shall be automatically deemed repeated with each Advance and shall be conclusively presumed to have been relied on by Lender regardless of any investigation made or information possessed by Lender. The warranties, representations, and agreements set forth in this Agreement shall be cumulative and in addition to any and all other warranties, representations, and agreements which Borrower shall now or hereafter give, or cause to be given, to Lender.

3.22 No Advisory or Fiduciary Role. The Borrower acknowledges and agrees that:

(a) the Lender has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto;

(b) the only obligations the Lender has to the Borrower is with respect to this Agreement and the Loan Documents; and

(c) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

4. AFFIRMATIVE COVENANTS

During the term of this Agreement, the Borrower hereby covenants and agrees with the Lender that:

4.1 Existence. The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, (ii) continue to engage in the business presently conducted by it, and (iii) qualify to do business and remain in good standing under the laws of the State.

4.2 Litigation. The Borrower shall give prompt written notice to the Lender of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a state or federal law pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business.

4.3 Performance of Other Agreements. The Borrower shall observe and perform in all material respects each and every term to be observed or perforated by it pursuant to the terms of any agreement or instrument affecting or pertaining to the Program.

4.4 Notices. The Borrower shall promptly advise the Lender in writing of (a) any material adverse changes in the Borrower's financial condition, assets, or properties or operations, (b) any fact or circumstance affecting the Borrower or the Program that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Loan Document to which it is a party in a timely manner, or (c) the occurrence of any Event of Default of which the Borrower has knowledge.

4.5 Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Lender or any agents, attorneys, accountants, consultants selected by the Lender to act on its behalf in connection with this Agreement and the other Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Loan or in connection with any litigation which may at any time be instituted involving the Loan, this Agreement, the other Loan Documents, or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Loan hereunder or termination of this Agreement.

4.6 Expenses. The Borrower shall pay all reasonable expenses incurred by the Lender in connection with the Loan, including reasonable fees and expenses of the Lender's attorneys and other consultants. The Borrower shall, upon request, promptly reimburse the Lender for all reasonable amounts expended, advanced or incurred by the Lender to collect the amounts advanced hereunder, or to enforce the rights of the Lender under this Agreement or any other Loan Document, or to defend or assert the rights and claims of the Lender under the Loan Documents arising out of an Event of Default or with respect to the Program (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Lender in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate.

4.7 Indemnity. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Lender pursuant hereto and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Lender, and each of its respective officers, directors, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "Liabilities") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to this Agreement and the Loan Documents in all cases except where the Lender is proven to have been guilty of gross negligence or willful misconduct. The rights of any persons to indemnity hereunder shall survive the final payment or defeasance of the Loan. The provisions of this Section shall survive the termination of this Agreement.

4.8 Notice of Default. The Borrower will advise the Lender promptly in writing of the occurrence of any Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

4.9 Information; Financial Statements and Reports; Debt Service Coverage.

(a) Borrower shall furnish or cause to be furnished to Lender:

(1) Notice of Default. As soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Event of Default, a statement of an Authorized Representative of Borrower describing the details of such Event of Default and any curative action Borrower proposes to take;

(2) Financial and Administrative Statements. The Borrower shall provide to Lender monthly Financial Statements and Administrative Statements for the Lender to review, and prior to October 1, 2026, such reports shall include the Borrower's monthly

report of Administrative Activities, with a separate statement of EMS activity, and after November 1, 2026, the Borrower shall include in its monthly report the number of service calls received in the previous month;

(3) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(4) Certification of Non-Foreign Status. Promptly upon request of Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Lender;

(5) Compliance Certificates. Borrower provides a compliance certificate, in form and substance satisfactory to Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Loan Documents and under or pursuant to any other debt owing by Borrower, and disclosing any noncompliance therewith, and any Event of Default, and describing the status of Borrower's actions to correct such noncompliance or Event of Default, as applicable; and

(6) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, as Lender reasonably requests from time to time.

4.10 Continued Existence of Borrower. The Borrower shall take or cause to be taken all actions reasonably necessary to continue the Borrower's existence during the term of this Agreement, including but not limited to the addition or substitution of one or more members of the Borrower and execution of an amendment to the Borrower's JPA Agreement, to provide for the addition or substitution of such members.

5. NEGATIVE COVENANTS.

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Obligation or other obligation of Borrower under any of the other Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

5.1 Assignment of Rights. Borrower shall not attempt to assign Borrower's rights under the Loan Document without the Lender's prior written consent.

5.2 Principal Place of Business. Borrower shall not change its principal place of business without providing 30 days' prior written notice of the change to the Lender.

5.3 Fiscal Year. Borrower shall not change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP, without written notice to the Lender.

5.4 Publicity. Borrower shall not issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Lender as the source of the financing provided for herein, without the prior written approval of Lender in each instance (provided that nothing herein shall prevent Borrower from identifying Lender as the source of such financing to the extent that Borrower is required to do so by disclosure requirements applicable to public entities within the State of California).

6. DEFAULT AND REMEDIES.

6.1 Events of Default. Any one or more of the following events shall constitute an "Event of Default" by Borrower under this Agreement:

(a) Borrower fails to pay the regularly scheduled principal or interest on the Loan when due.

(b) Borrower fails to pay when due and payable, or when declared due and payable, any amounts payable hereunder or other Loan Documents and such amount is not paid within five (5) days after such amount is due and payable;

(c) Borrower fails or neglects to perform, or observe when due, any term, provision, condition, covenant, warranty or representation contained in this Agreement or in any Loan Documents, or in any other present or future agreement or arrangement between Borrower and Lender, and such default shall not have been cured within fifteen (15) business days after notice thereof is given to Borrower by Lender;

(d) Any material portion of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any judicial officer, or any lien is filed or recorded against the assets of the Borrower by a governmental agency, or any judgment against the Borrower becomes a lien against any of the Borrower's assets;

(e) A voluntary or involuntary petition in bankruptcy or for reorganization or for an arrangement or any composition, readjustment, liquidation, dissolution or similar relief pursuant to the federal bankruptcy law or under similar present or future federal or state bankruptcy or insolvency law, is filed by or against Borrower, and such petition is not dismissed within sixty (60) days thereafter;

(f) Borrower makes an assignment of all or any portion of its assets for the benefit of creditors;

(g) Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs;

(h) There is a default in any material agreement to which Borrower is a party with third parties resulting in a right by such third parties to accelerate the maturity of Borrower's indebtedness;

(i) Any government agency files a lien or commences an action or any third party files a claim or lawsuit against Borrower in connection with a violation of state or federal environmental statutes, which claim may result in a substantial fine or penalty or the payment of damages;

(j) Borrower suspends its business or ceases doing business as a going concern;

(k) Failure by the Borrower to pay, when due, a final, non-appealable judgment or order over $500,000 which shall be rendered against the Borrower and such judgment has not been vacated, discharged, satisfied or stayed by the Borrower within a period of 30 days; and

(l) Any representation or warranty in the Loan or Loan Documents is not true when made.

6.2 Lender's Rights and Remedies. Upon the occurrence of an Event of Default, Lender may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Borrower:

(a) Terminate Lender's obligation to make Advances to Borrower hereunder;

(b) Declare all of Borrower's obligations to Lender immediately due and payable, whether evidenced by the Payment Schedule, this Agreement, by any of the other (collectively "Loan Documents") or otherwise;

(c) Exercise such remedies against the Members of the Borrower pursuant to Section 7(d) of the Joint Powers Agreement (Third Amended and Restated) dated March 23, 2021, by and among such Members of the Borrower, up to the maximum pro rata liability described therein for each of the Members of the Borrower; and

(d) Exercise all other rights and remedies available to Lender under the Loan Documents, at law or in equity.

6.3 Default Interest. From and after the occurrence of any Event of Default, interest shall accrue daily at the Default Interest Rate on all amounts outstanding under the Loan and shall be payable on demand.

6.4 Remedies Cumulative. Lender's rights and remedies under this Agreement, the Payment Schedule, the Loan Documents, and all other agreements shall be cumulative. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any

Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

7. MISCELLANEOUS.

7.1 Further Assurances. Borrower shall execute and acknowledge (if appropriate) any further documents consistent with the terms of this Agreement, including documents in recordable form, as the Lender shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

7.2 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter of this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions or obligations under this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by the appropriate authorities of Lender and Borrower.

7.3 Waiver of Jury Trial. The Lender and the Borrower shall waive their right to trial by jury; provided, however, that in the event that the waiver of jury trial is unenforceable for any reason, the parties shall be submit to judicial reference.

7.4 Governing Law; Venue. This Agreement shall be governed in accordance with the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of San Bernardino, State of California, in an appropriate municipal court in that county, or in the Federal District Court in the Central District of California.

7.5 Non-Discrimination. Borrower covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the construction, use, or enjoyment of the Program, nor shall Borrower itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation. Borrower shall comply with all applicable non-discrimination laws.

7.6 Assignment. Lender may, at its option, assign this Agreement and/or its right to receive repayment of the Loan without the consent of Borrower. In no event shall Borrower assign or transfer any portion of this Agreement without the prior express written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion. No assumption of the Loan shall be permitted at any time.

7.7 Compliance With Laws. Borrower shall comply with all federal and state laws, statutes and regulations affecting the ownership of its property and the conduct of its business

7.8 Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower:	Consolidated Fire Agencies 1743 Miro Way Rialto, California 92376 Attention: Executive Director Telephone: ____________
with a copy to: (which shall not constitute notice to Borrower)	Lindsay K. Moore Attorney at Law Kingsley Bogard LLP 600 Coolidge Drive, Suite 160 Folsom, California 95630 Telephone: (916) 932-2500
If to the Lender:	City of Ontario 303 East B Street Ontario, California 91764 Attention: City Manager Telephone: (909) 395-2000
and with a copy to: (which shall not constitute notice to Lender)	Best Best & Krieger LLP 3390 University Avenue, 5th Floor Riverside, CA 92501 Attention: Kim Byrens Telephone: (951) 826-8273

7.9 Expenses. Borrower shall pay all expenses incurred by Lender with respect to this Agreement and the Loan.

7.10 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CONSOLIDATED FIRE AGENCIES a joint powers agency, acting on behalf of its CONFIRE EMS

Signed by:
Nathan Cooke
5A64BBB784FB47D...

Signature

Nathan Cooke

Print Name

Signature

Print Name

CITY OF ONTARIO

By: DocuSigned by: Darlene Sanchez

Its: City Manager

ATTEST:

Signed by: Claudia Y Isbell

City Clerk

APPROVED: City Attorney

By: DocuSigned by: Ryan Guiboa

-Signature Page-
City of Ontario
CONFIRE EMS Program
Loan Agreement

EXHIBIT A

PAYMENT SCHEDULE

[To Come]

Certificate Of Completion

Envelope Id: 5CB4425E-32DE-880C-8291-867FFF33DB09		Status: Completed
Subject: Complete with Docusign: Ontario - CONFIRE Revised Loan Agreement_06.18.2026 (NCsigned).pdf		
Employee Department: Records		
Source Envelope:		
Document Pages: 20	Signatures: 3	Envelope Originator:
Certificate Pages: 5	Initials: 0	Jocelyn Munoz
AutoNav: Enabled		303 E B St
EnvelopeId Stamping: Enabled		Ontario, CA 91764
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		JMunoz@ontarioca.gov
		IP Address: 4.42.180.2

Record Tracking

Status: Original 6/26/2026 10:46:26 AM	Holder: Jocelyn Munoz JMunoz@ontarioca.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	

Signer Events	Signature	Timestamp
Darlene Sanchez DarleneSanchez@ontarioca.gov Assistant City Manager City of Ontario Signing Group: City Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Darlene Sanchez 4EBBC94B1E164B1... Signature Adoption: Pre-selected Style Using IP Address: 2a04:4e41:2603:f651::10cf:1651 Signed using mobile	Sent: 6/26/2026 11:00:03 AM Viewed: 6/26/2026 11:10:45 AM Signed: 6/26/2026 11:11:25 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ryan Guiboa ryan.guiboa@bbklaw.com Signing Group: Best Best & Krieger Security Level: Email, Account Authentication (None)	DocuSigned by: Ryan Guiboa 15FBBA5D8E204E7... Signature Adoption: Pre-selected Style Using IP Address: 74.116.243.2	Sent: 6/26/2026 11:11:27 AM Viewed: 7/6/2026 10:09:53 AM Signed: 7/6/2026 10:11:05 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Claudia Y Isbell recordsmanagement@ontarioca.gov Security Level: Email, Account Authentication (None)	Signed by: Claudia Y Isbell 898F9F55A8794BD... Signature Adoption: Pre-selected Style Using IP Address: 4.42.180.2	Sent: 7/6/2026 10:11:08 AM Viewed: 7/7/2026 12:38:42 PM Signed: 7/7/2026 12:39:13 PM
Electronic Record and Signature Disclosure: Accepted: 7/7/2026 12:38:42 PM ID: 0ab36477-1bd3-403b-884e-9746adaf3b95		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2026 11:00:04 AM
Certified Delivered	Security Checked	7/7/2026 12:38:42 PM
Signing Complete	Security Checked	7/7/2026 12:39:13 PM
Completed	Security Checked	7/7/2026 12:39:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Ontario (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Ontario:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: rsigler@ontarioca.gov

To advise Carahsoft OBO City of Ontario of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rsigler@ontarioca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Ontario

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to rsigler@ontarioca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Ontario

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to rsigler@ontarioca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Ontario as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Ontario during the course of your relationship with Carahsoft OBO City of Ontario.

Certificate Of Completion

Envelope Id: F9FCBE27-6BE0-8CDC-80F7-4F792EAF6EF9 Status: Completed

Subject: Complete with Docusign: Ontario - CONFIRE Revised Loan Agreement_06.18.2026.pdf, Loan Disbursem...

Source Envelope:

Document Pages: 21	Signatures: 2	Envelope Originator:
Certificate Pages: 4	Initials: 0	Erika Torres-Murillo
AutoNav: Enabled		1743 Miro Way
EnvelopeId Stamping: Enabled		Rialto, CA 92376
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Etorres-murillo@confire.org
		IP Address: 165.162.43.198

Record Tracking

Status: Original 6/25/2026 10:15:27 AM	Holder: Erika Torres-Murillo Etorres-murillo@confire.org	Location: DocuSign

Signer Events	Signature	Timestamp
Nathan Cooke ncooke@confire.org Security Level: Email, Account Authentication (None)	Signed by: Nathan Cooke 5A64BBB784FB47D... Signature Adoption: Pre-selected Style Using IP Address: 66.27.55.178	Sent: 6/25/2026 10:19:21 AM Viewed: 6/25/2026 10:23:54 AM Signed: 6/25/2026 10:24:15 AM

Electronic Record and Signature Disclosure:
Accepted: 8/28/2025 11:52:02 AM
ID: 889d3da6-bbd1-4c4c-bfe0-8439e4d00382

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/25/2026 10:23:54 AM
Signing Complete	Security Checked	6/25/2026 10:24:15 AM
Completed	Security Checked	6/25/2026 10:24:15 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Yvette Calimlim (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Yvette Calimlim:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: accountspayable@confire.org

To advise Yvette Calimlim of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at accountspayable@confire.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Yvette Calimlim

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to accountspayable@confire.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Yvette Calimlim

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to accountspayable@confire.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Yvette Calimlim as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Yvette Calimlim during the course of your relationship with Yvette Calimlim.

CONFIRE

STAFF REPORT

DATE: July 21, 2026

FROM: Nathan Cooke, Interim Executive Director
BY: Ivan Ramirez, Finance Manager
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: MOU-County Clarification – San Bernadino County

Recommendation

Approve the Memorandum of Understanding with San Bernardino County for administrative services by various county departments for the term of July 1, 2026, through June 30, 2029.

Background Information

CONFIRE maintains an agreement with San Bernardino County for administrative support services, including payroll processing, treasury services, labor negotiations support, access to the County's Geographic Information System (GIS), and other related services.

The existing agreement, which covered the period from September 9, 2023, through June 30, 2026, has expired. A new agreement is necessary to ensure the continued provision of these services. Changes to the MOU include the removal of County Responsibilities for Human Resources services for recruitment and employee relations that are now being performed by internal staff. Other revisions were limited to administrative updates, grammatical corrections, and other minor non-substantive modifications.

The original MOU was approved by the Board of Directors on May 30, 2023. Pursuant to Board policy, subsequent renewals fall within the Administrative Committee's authority for approval.

Financial Impact

The estimated costs for services provide under this MOU are $142,025 and have been included in the 2026-27 budget. Approval of the MOU will not require any additional costs to the CONFIRE agencies.

Attachments

- 2026_07_MOU-County Clarification – San Bernardino County

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

SAN BERNARDINO COUNTY

Contract Number
26-626

SAP Number

County Administrative Office

Department Contract Representative	Karlyn Russi
Telephone Number	(909) 387-5420
Contractor	Consolidated Fire Agencies Joint Powers Authority (CONFIRE)
Contractor Representative	
Telephone Number	
Contract Term	July 1, 2026-June 30, 2029
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Consolidated Fire Agencies Joint Powers Authority (CONFIRE) currently receives various services from San Bernardino County (County);

WHEREAS, the County is not a member of CONFIRE;

WHEREAS, the County has the skills, knowledge, experience and expertise to effectively provide the services identified in this Contract to CONFIRE;

WHEREAS, CONFIRE desires that the County provide CONFIRE the services identified in this Contract; and

WHEREAS, the County agrees to perform the services identified in this Contract as set forth below.

NOW, THEREFORE, the County and CONFIRE mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 "ATC" shall mean the County's Auditor-Controller/Treasurer/Tax Collector.

A.2 "CONFIRE" is the Consolidated Fire Agencies Joint Powers Authority (JPA).

A.3 "Contract" refers to this contract by and between CONFIRE and San Bernardino County for services.

A.4 "County" refers to San Bernardino County.

A.5 "County HR" refers to the County's Human Resources Department.

A.6 "County Fee Ordinance" means the current fees adopted by the County's Board of Supervisors. The County Fee Ordinance is codified in Title 1, Division 6 of the San Bernardino County Code.

A.7 "COWCAP" is the Countywide Cost Allocation Plan. COWCAP is a plan required by the federal government in order for the County to receive reimbursement for general fund allowable indirect costs associated with federal and state mandated activities. The annual COWCAP proposal is prepared in accordance with Office of Management and Budget's Uniform Guidance 2 CFR Part 200 (formerly OMB Circular A-87). The COWCAP is reviewed, negotiated and approved by the cognizant Federal agency. In California, the State Controller's Office acts on behalf of the Federal Government. The COWCAP charges consist of two cost components: (1) general costs: computer software/equipment depreciation, building depreciation, and utilities, and (2) Central Service units. Real Estate COWCAP costs (building depreciation, utilities, rent, and facilities management) are covered under the current lease agreements between the County and CONFIRE will not be billed under this Contract for Real Estate COWCAP costs.

A.8 "Party" or "Parties" shall mean CONFIRE and County.

B. CONFIRE RESPONSIBILITIES

B.1 **<u>CONFIRE Human Resources Services.</u>**
CONFIRE will utilize its own internal HR staff to provide all employee relations and recruitment functions, including investigations, grievances, disciplinary actions, arbitration hearings, development of human resources related policies and procedures and compliance with labor and employment laws and regulations.

B.2 **<u>CONFIRE Equal Employment Opportunity Services.</u>**
CONFIRE shall ensure Equal Employment Opportunity for all employees and applicants; conduct investigations of discrimination and harassment in accordance with state and federal laws. CONFIRE shall also utilize its own internal HR staff and counsel to respond to any Civil Rights Department or Equal Employment Opportunity Commission Complaints.

C. COUNTY RESPONSIBILITIES

C.1 **<u>County Human Resources Services</u>.**
County HR shall provide the following human resources services to CONFIRE under this Contract.

C.1.1 Labor Negotiations
County HR shall direct and conduct activities related to collective bargaining with the inclusion and direction of CONFIRE executive management during collective bargaining negotiations. County HR shall be responsible for developing bargaining strategies, preparing proposals and counterproposals that are consistent with direction provided by CONFIRE executive management County HR shall also coordinate negotiation activities, and advise CONFIRE executive management regarding labor relations matters. County HR shall direct and conduct activities related to mid-term bargaining required by changes in law, policy, operational needs, organizational structure, working conditions, or other matters subject to

bargaining under applicable labor laws. County HR services provided under this Contract do not include representation in defense of unfair labor practice charges.

C.1.2 Employee Benefits
County HR shall administer CONFIRE employee benefits in accordance with applicable MOU or compensation plans. On a quarterly basis, CONFIRE shall reimburse County for these services as set forth in Section F. The allocation basis used to derive CONFIRE's share of employee benefits administration cost is a rate based on FTE.

C.1.3 Employee Health and Wellness Services and Pre-Placement Physicals
On a request basis, County HR shall provide physical examinations, pre-placement physicals, occupational medicine services, and fitness-for-duty evaluations for all non-Workers' Compensation related matters. County HR shall invoice CONFIRE for these services and CONFIRE shall reimburse County for the cost of services provided as outlined in Section F.

C.1.4 Payroll System Document Processing and Development Team Services
The County's Human Capital Management System (HCM) is integral to providing payroll services. County HR shall complete transaction processing for CONFIRE (including Job Action Requests, steps, new hires/terminations, labor distribution reports, etc.). The County's HCM Development team shall provide CONFIRE with access to e-Time and Self-Service as well as technical and functional support services necessary to implement pay and/or benefits, subject to and conditioned upon the following provisions and limitations:

a. Requests for Services must be made directly to the HCM Division Chief, and received in a timely manner, in order to be considered for processing.

b. Requests for additional programming services for changes not included in services provided by the County's payroll system may be provided and billed separately by the County's Innovation and Technology Department (ITD).

c. System upgrades or services outside of those stated in this Section C.1.4 may require additional work to maintain or rebuild programming changes previously requested by CONFIRE. County HR shall invoice CONFIRE and CONFIRE shall reimburse County for the cost of services provided based on the adopted County Fee Ordinance for these services.

d. Employees who are hired by CONFIRE will be terminated from County employment and hired into CONFIRE. Termination from County service will be processed in accordance with the applicable Memorandum of Understanding, Ordinance, or Compensation Plan at the time of termination.

e. Manage CONFIRE official employee records according to the County's records retention schedule.

f. Provide payroll-related training as requested by CONFIRE.

g. Services provided by other County HR and/or County departments/divisions shall be invoiced to CONFIRE as set forth in Section F.

C.2 County Auditor-Controller/Treasurer/Tax Collector (ATC) Services.

County shall provide the following ATC services to CONFIRE under this Contract:

C.2.1 Accounts Payable / General Accounting

ATC shall process for CONFIRE transactions for disbursements, reimbursements, deposits and adjustments to CONFIRE's fund(s), as well as permit CONFIRE access to County Enterprise Resource Planning (ERP) system.

C.2.2 Payroll Services

ATC shall provide CONFIRE with payroll services consistent with the level of services provided to County departments. ATC payroll services include:

- **a.** Issuing standard Payroll reports
- **b.** Tax reporting and accounting services as prescribed by the Internal Revenue Service (IRS), State Franchise Tax Board, and State Employment Development Department
- **c.** Enhanced tax reporting to accommodate IRS provisions under 26 U.S. Code Section 4980H – Shared Responsibility for Employers Regarding Health Coverage, which includes independent, CONFIRE-specific, filing and reporting of the following:
  - **i.** Tax returns
  - **ii.** Tax deposits
  - **iii.** Transfers
  - **iv.** Trust fund reconciliation
  - **v.** Payroll tax adjustments
  - **vi.** W-2 reporting
- **d.** Payroll direct deposits and warrants
- **e.** Both accounting and payroll services include central files/documents/ retention of transaction records; verification of data integrity and signature authorization; error corrections, and other processes normally associated with these services. For purposes of this Contract, the phrase "data integrity" represents and includes all data needed to process documents and assurance that all system codes are complete and valid.
- **f.** CONFIRE shall designate a staff member to serve as their Payroll Specialist to manage day to day payroll operations within the County's payroll system. This includes:
  - **i.** Preparing, reviewing, and verifying documents related to payroll and benefit transactions.
  - **ii.** Verifying, adjusting, and reconciling payroll records and time sheets.
  - **iii.** Orienting new employees to CONFIRE payroll and the County's payroll system procedures.
  - **iv.** Providing required documents for completion of the hiring and enrollment of staff, arrange for pre-employment physicals, background checks, and other processes prior to hire.
  - **v.** Conducting research and prepare reports of payroll records as requested.

CONFIRE is responsible for compliance requirements under the provisions of 26 United States Code Section 4980H, as well as State Disability Insurance and State Unemployment Insurance reporting, deposits, and related administrative services.

C.2.3 SAP Center of Excellence Services
The SAP Center of Excellence shall provide CONFIRE with access to limited SAP modules as well as technical and functional support services (services) necessary to initiate requests for disbursements, reimbursements and adjustments, subject to and conditioned upon the following provisions and limitations:

a. Requests for services must be made directly to the SAP Center of Excellence Division Chief, and received in a timely manner, in order to be considered for processing.

b. Requests for additional programming services for changes not included in services provided by SAP Center of Excellence may be billed separately.

c. System upgrades or services outside of those stated in C.2.3, may require additional SAP Center of Excellence work to maintain or rebuild programming changes previously requested by CONFIRE. If such work is warranted, CONFIRE shall pay for the additional work required on the same basis on which the original change was accomplished.

C.2.4 Additional Accounting and Auditing Services
Any accounting and auditing services not addressed in this Contract shall be performed only if agreed to by the parties by amendment pursuant to Section D.2 of this Contract.

C.2.5 Exclusions
Notwithstanding the previous paragraphs, pursuant to CONFIRE's direction and as a consequence of CONFIRE transferring accounting information, CONFIRE and ATC agree that the following services are not included in this Contract:

a. Providing and maintaining ATC VISA cards
b. Issuing County fixed asset tags and related fixed asset reporting
c. Detecting and investigating fraud and/or cash losses
d. Developing personnel billing rates/Indirect Cost Rate Proposals (ICRPs)
e. Preparing audited financial statements. CONFIRE acknowledges that as a separate legal entity from County, CONFIRE is not included within the audited financial statements of County.

C.3 **County Purchasing Department Services.** County shall provide the following Purchasing Department services to CONFIRE:

C.3.1 Mail/Courier services will be provided by the County's Purchasing Department to CONFIRE on the same basis as that provided to County departments. All costs for these services will be charged through the internal service funds. The County shall provide monthly and/or quarterly reports justifying costs charged to CONFIRE, and CONFIRE shall reimburse the internal service fund for these actual costs.
C.3.2 Surplus Property and Storage services will be provided by the County's Purchasing Department to CONFIRE on the same basis as that provided to County departments. All costs for these services will be charged through the internal service funds. CONFIRE shall reimburse the internal service fund for these actual costs.
C.3.3 Printing services will be provided by County to CONFIRE on the same basis as that provided to County departments. All costs for these services will be charged through the internal service funds. CONFIRE shall reimburse the internal service fund for these actual costs.

C.4 **Innovation and Technology.**

County shall allow CONFIRE the continued use of the Countywide Geographic Information System (GIS). Costs for this access are included in the County's State of California approved COWCAP charges. This MOU shall not affect or supersede any ITD contracts currently in effect between County and CONFIRE.

C.5 Services not addressed in this Contract shall be performed only if agreed to by the parties by amendment pursuant to Section D.2 of this Contract.

D. GENERAL CONTRACT REQUIREMENTS

D.1 Recitals
The recitals set forth above are true and correct and incorporated herein by this reference.

D.2 Contract Amendments
Both Parties agree any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of CONFIRE and County.

D.3 Contract Assignability
Without the prior written consent of both Parties, the Contract is not assignable by County or CONFIRE either in whole or in part.

D.4 Contract Exclusivity
This is not an exclusive Contract. The County and CONFIRE reserves the right to enter into a contract with other contractors for the same or similar services.

D.5 Attorney's Fees and Costs
If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

D.6 Reserved

D.7 Change of Address
Both Parties shall notify the other Party in writing, of any change in mailing address within ten (10) business days of the change.

D.8 Choice of Law
This Contract shall be governed by and construed according to the laws of the State of California.

D. 9 Reserved

D.10 Confidentiality
Both Parties shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Neither Party shall use or disclose any identifying information for any other purpose other than carrying out County's obligations under this Contract, except as may be otherwise required by law. No protected health information, as defined and governed by Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, will be provided by CONFIRE to County under this MOU. This provision will remain in force even after the termination of the Contract.

D.11 Primary Point of Contact

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

D.12 County Representative
The Chief Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

D.13 Reserved

D. 14 Reserved
CONFIRE certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). CONFIRE further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

D.15 Reserved

D.16 Duration of Terms
This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

D.17 Employment Discrimination
During the term of the Contract, CONFIRE shall not discriminate against any employee or applicant for employment 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, sexual orientation, age, or military and veteran status. CONFIRE shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

D.18 Reserved

D.19 Improper Influence
Both Parties shall make all reasonable efforts to ensure that no County or CONFIRE officer or employee, whose position in the County or CONFIRE, respectively, enables that person to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the other Party or officer or employee of the other Party.

D.20 Improper Consideration
Both Parties shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or

entertainment, or any items of value to any officer, employee or agent of the other Party in an attempt to secure favorable treatment regarding this Contract.

Both Parties, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the other Party with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

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

D.21 Informal Dispute Resolution
In the event that either Party determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

D.22 Legality and Severability
The Parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

D.23 Licenses, Permits and/or Certifications
The Parties shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Parties shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. The Parties shall provide immediate notice of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

D.24 Material Misstatement/Misrepresentation
If during the course of the administration of this Contract, a Party determines that there has been a material misstatement or misrepresentation or that materially inaccurate information has been provided, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Parties are entitled to pursue any available legal remedies.

D.25 Mutual Covenants
The Parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

D.26 Nondisclosure
Both Parties shall hold as confidential and use reasonable care to prevent unauthorized access by storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) exchanged between the Parties or their agents, or otherwise made available in connection with this Contract; or, (2) acquired, obtained, or

learned by the Parties or their agents in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

D.27 Notice of Delays
Except as otherwise provided herein, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that Party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other Party.

D.28 Ownership of Documents
All documents, data, products, graphics, computer programs and reports prepared by the County pursuant to the Contract shall be considered property of CONFIRE upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section E –Term of the Contract. Unless otherwise directed by CONFIRE, County may retain copies of such items.

D.29 Reserved

D.30 Air, Water Pollution Control, Safety and Health
Both Parties shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

D.31 Records
Both Parties shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Parties' personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

D.32 Relationship of the Parties
Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

D.33 Release of Information
No news releases, advertisements, public announcements or photographs arising out of the Contract or CONFIRE's relationship with County may be made or used without prior written approval of both Parties.

D.34 Representation of the County
In the performance of this Contract, County, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of CONFIRE.

D.35 Strict Performance
Failure by a Party to insist upon the strict performance of any of the provisions of this Contract by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Contract thereafter.

D.36 Reserved

D. 37 Subpoena
In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon CONFIRE or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. CONFIRE and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by CONFIRE for County.

D.38 Termination for Convenience
The County and CONFIRE each reserve the right to terminate the Contract, for any reason, with one (1) year written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to County for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice County shall discontinue services unless the notice directs otherwise. County shall deliver promptly to CONFIRE and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

D.38.1 CONFIRE has the right to terminate individual services with sixty (60) days written notice, if the cost for those individual services as described in the Board approved Fee Ordinance, and/or wages for staff (as outlined in their MOU or compensation plan), increases by more than 10% in a fiscal year. Any termination of service will require an amendment to this agreement.

D.38.2 Termination of individual services covered under COWCAP, requires CONFIRE to notify ATC and the impacted department (HR and/or ITD) with 60 days' notice.

D.39 Time of the Essence
Time is of the essence in performance of this Contract and of each of its provisions.

D.40 Venue
The Parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-Party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

D.41 Conflict of Interest
CONFIRE shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. CONFIRE shall make a reasonable effort to prevent employees, CONFIRE, or members of governing bodies from

using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom CONFIRE's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

D.42 Former County Administrative Officials

CONFIRE agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent CONFIRE. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONFIRE. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

D.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from CONFIRE. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. CONFIRE also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

CONFIRE is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, CONFIRE will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, CONFIRE is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, CONFIRE will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

D.44 Reserved

D.45 Reserved

D.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the CONFIRE certifies that at the time the Contract is signed, that CONFIRE is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

CONFIRE cautioned that making a false certification may subject CONFIRE to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

D.47 Reserved

D.48 California Consumer Privacy Act

To the extent applicable, if CONFIRE is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, CONFIRE must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. CONFIRE must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. CONFIRE must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. CONFIRE must immediately provide to the County any notice provided by a consumer to CONFIRE pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. CONFIRE must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

D. 49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that CONFIRE is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. CONFIRE shall be provided advance written notice of such termination, allowing CONFIRE at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

D.50 Reserved

D.51 Reserved

D.52 Reserved

D.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).
In compliance with Federal Acquisition Regulation 52.203-18, CONFIRE shall not require employees or subcontractors of CONFIRE seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent CONFIRE has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, CONFIRE shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. CONFIRE shall include this clause in all subcontracts.

D.54 Use of Biobased Products (FAR 52.223-1)
CONFIRE certifies that to the extent biobased products are purchased using Contract funds, CONFIRE shall comply with Federal Acquisition Regulation 52.223-1.

D.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)
To the extent applicable, CONFIRE agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

E. TERM OF CONTRACT
This Contract is effective as of July 1, 2026 and expires June 30, 2029, but may be terminated earlier in accordance with provisions of this Contract.

F. CONFIRE RESPONSIBILITIES AND COST OF SERVICES

F.1 Cost of Services: For County HR services identified in Section C.1 of this Contract:

F.1.1 CONFIRE shall provide County all necessary information for County to provide these services to CONFIRE.
F.1.2 For the staff services described in Section C.1.1, the actual costs for these employees will be tracked in the County's payroll system and invoiced monthly by County and paid by CONFIRE as described at the rate listed in the Fee Ordinance as approved by the County's Board of Supervisors.
F.1.3 For the Employee Benefits services described in Section C.1.2, CONFIRE shall pay the Department Recharge Rate which will be invoiced quarterly by County and based on CONFIRE full time employees (FTE).
F.1.4 For the County Employee Health and Wellness services described in Section C.1.3, the services will be invoiced by County and paid by CONFIRE on a monthly basis as CONFIRE utilizes these services, at the rate listed in the Fee Ordinance as approved by the County's Board of Supervisors.
F.1.5 For the HCM Team services as described in Section C.1.4, the County will charge CONFIRE on a quarterly basis as established by the County's State of California approved COWCAP through a Journal Entry.
F.1.6 Additional HCM Team services, beyond what is outlined in Section C.1.4, performed on behalf of CONFIRE will be billed based on the adopted County Fee Ordinance for services on an as-used basis.
F.1.7 Unless otherwise indicated, other Human Resources services described in this MOU which are not identified in the County's Board-approved Fee Ordinance, shall be charged by County and paid by CONFIRE on a quarterly basis established by the County's State of California approved COWCAP. COWCAP charges will be adjusted annually reflecting the County's current State of California approved COWCAP and such adjustments shall constitute an automatic amendment to this

contract.

F.2 Funding: For County ATC services identified in Section C.2 of this Contract:

F.2.1 CONFIRE agrees to maintain a positive cash balance in its fund(s) at all times to meet its disbursement needs.

F.2.2 CONFIRE agrees to fully fund all salary and benefit costs for CONFIRE employees. CONFIRE shall at all times maintain at a minimum, the equivalent of 150 percent of one pay period's salary and benefit costs on deposit with the County. This funding level represents estimated CONFIRE salary and benefit costs and allows for periods of unusually high salary amounts, typically associated with payouts and unexpected overtime. If such fluctuations are anticipated in an upcoming pay period, CONFIRE agrees to monitor and adjust its funding level, accordingly.

F.2.3 CONFIRE agrees to fund its annual service cost billing. CONFIRE shall at all times maintain 10 percent above their existing operating costs along with any reserves that they maintain, on deposit with the County.

F.2.4 If a cash deficit occurs, County requires and CONFIRE agrees to deposit, sufficient funds in its fund(s) the earlier of these two timeframes:

- **a.** Within 72 hours of receipt of written notice (email) from County; or
- **b.** By two working days prior to the Friday confirmation of payroll preceding a scheduled pay day.

F.2.5 CONFIRE agrees that County is under no obligation to process its payroll if it has insufficient funds in County Treasury Pool to cover CONFIRE's payroll cost. If insufficient funds are on deposit to fully fund payroll for all CONFIRE employees, County reserves the right to pay only those employees for which there are sufficient funds available, beginning with the lowest paid employees.

F.2.6 CONFIRE agrees that County, at ATC discretion, may interrupt or suspend other disbursement services if CONFIRE's funds in the County Treasury Pool are insufficient. CONFIRE assumes all liability for interrupted disbursement services if inadequate deposits are available.

F.2.7 CONFIRE agrees that any cash deficit in its fund(s) resulting from the provision of services under this contract and its predecessor agreements shall be charged interest at the Treasurer's Investment Pool rate, plus any ATC staff costs incurred to remedy such deficit.

F.2.8 CONFIRE also agrees that any cash deficit may be cause for termination of this Contract, including cessation of County payroll and accounting services provided to CONFIRE, and termination of CONFIRE's voluntary depositor status in the County Treasury Pool. ATC shall have the authority to provide notice and terminate the contract under this paragraph. County shall give CONFIRE a minimum 90 days' advance notice of such termination.

F.3 Documentation / Tax Reporting

F.3.1 CONFIRE shall provide its board-approved documentation containing specific pay and benefit information for new employees and/or changes to pay and benefits for existing employees to ATC and Human Resources. CONFIRE's employees shall receive economic benefits and leave accruals for which County employees are eligible, including CONFIRE participating active employer with a pension plan, separate and apart from the County.

F.3.2 CONFIRE is required to provide its Federal Employer Identification Number (FEIN) and State Employer Identification Number (SEIN) to the County for reporting personal income tax withholding, Medicare, and Social Security, if applicable.

F.3.3 CONFIRE agrees to appoint County as its Tax Reporting Agent and is required to complete Internal Revenue Service Form 8655- Reporting Agent Authorization and Employment Development Department (EDD) Form DE 48 – Power of Attorney Declaration, establishing County as CONFIRE's depositing and paying agent.

F.3.4 If CONFIRE does not file and pay its own SDI and UI, then CONFIRE shall annually provide to County copy of EDD form DE 2088 - Notice of Contribution Rates and Statement of Unemployment Insurance Reserve Account for Calendar Year.

F.4 Cost of Services

F.4.1 Payroll and accounting services as outlined in Section C.2 will be charged to CONFIRE on a quarterly basis by ATC as established by the County's State of California approved COWCAP. Charges will be adjusted annually reflecting the County's current State of California approved COWCAP and such adjustments shall constitute an automatic amendment to this contract.

F.4.2 Any CONFIRE-specific required reporting, accounting, enhanced services described in this contract in Section C.2, such as bi-weekly tax deposits and quarterly payroll tax filings, or services requested by CONFIRE that fall outside the scope of COWCAP services, will be invoiced on a quarterly basis at the ATC hourly rate as stated in the Fee Ordinance as approved by the County's Board of Supervisors.

F.4.3 Any SAP Center of Excellence services performed on behalf of CONFIRE as outlined in Section C.2.3 is billed through the County's State of California approved COWCAP and/or through other active agreements with ATC and CONFIRE. Requests for enhanced services or additional programming services will be invoiced by ATC based on the Fee Ordinance or actual hours worked at the current contracted hourly rates charged for such services, on an as-used basis.

F.5 For County Purchasing services identified in Section C.3 of this Contract, including mail/courier services as described in Section C.3.1, surplus property services as described in Section C.3.2, and printing services as described in Section C.3.3, the actual costs for these services will be invoiced by County and paid by CONFIRE on an as-used basis.

F.6 For the County services provided under this Contract, CONFIRE represents and warrants it has all necessary State/Federal taxpayer identification numbers and will provide the numbers to the County upon request.

F.7 CONFIRE shall be a participating active employer with a retirement/pension plan, separate and apart from the County.

F.8 CONFIRE shall adopt and provide to the County any compensation plans for its non-represented/exempt employees, as well as any and all amendments to the compensation plan. For represented employees, CONFIRE shall adopt and provide to the County any MOUs and all side letter agreements. County Human Resources must be consulted before any benefit changes are made, to determine if the changes would require contract or plan amendments.

G. FISCAL PROVISIONS

G.1 CONFIRE shall pay for the full costs of County services identified and provided to CONFIRE under this Contract. County's Chief Executive Officer, or the Chief Executive Officer's designee will notify CONFIRE when rates for the Board-approved Fee Ordinance, wages based on the current MOU covering the Human Resources Business Partner or Human Resources Analyst or COWCAP charges change. County COWCAP charges and the Fee Ordinance are subject to change annually.

G.2 County may recover applicable costs, charges, and amounts owed by CONFIRE under this Contract by invoice or by journal entry in SAP, as determined by County and in accordance with the billing frequency or cost recovery schedule applicable to the service. CONFIRE authorizes County to directly charge CONFIRE's fund(s) by journal entry for services, costs, and charges provided or incurred under this Contract. If County issues an invoice to CONFIRE, CONFIRE shall remit payment to County in accordance with Section G.3. CONFIRE shall promptly comply with County instructions and complete any forms or documentation necessary to facilitate billing, payment, or cost recovery.

G.3 CONFIRE shall pay County within 60 days from receipt of invoice.

G.4 CONFIRE has the right to terminate individual services under Section D.38.

G.5 CONFIRE agrees to assume responsibility for COWCAP charges starting in Fiscal Year 2026-27, effective July 1, 2026.

G.5.1 The COWCAP billing cycle is based on services provided two fiscal years prior, therefore discontinuance of services covered through COWCAP, will require CONFIRE to continue to pay COWCAP charges through the entire Fiscal Year (FY) billing cycle which includes the date of discontinuance. E.g., COWCAP services terminated in November 2027 will require COWCAP payments through June 2030, as the billing cycle for FY 2027-28 will not be charged until FY 2029-30.

H. INDEMNIFICATION AND INSURANCE REQUIREMENTS

H.1 Indemnification

H.1.1 CONFIRE agrees to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of CONFIRE's negligent acts or omissions which arise from CONFIRE's performance of its obligations under this Contract.

H.1.2 County agrees to indemnify, defend (with counsel approved by CONFIRE) and hold harmless the CONFIRE, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of County's negligent acts or omissions which arise from County's performance of its obligations under this Contract.

H.1.3 In the event CONFIRE and/or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, CONFIRE and/or County shall indemnify the other to the extent of its comparative fault.

H.2 Insurance

The County is a self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the County's performance of the terms, conditions or obligations of this Contract.

H.3 Waiver of Subrogation Rights
CONFIRE shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONFIRE and CONFIRE's employees or agents from waiving the right of subrogation prior to a loss or claim. CONFIRE hereby waives all rights of subrogation against the County.

H.4 Policies Primary and Non-Contributory
All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

H.5 Severability of Interests
CONFIRE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONFIRE and the County or between the County and any other insured or additional insured under the policy.

H.6 Proof of Coverage
CONFIRE shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONFIRE shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the CONFIRE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

H.7 Acceptability of Insurance Carrier
Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

H.8 Deductibles and Self-Insured Retention
Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

H.9 Failure to Procure Coverage
In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by CONFIRE or County payments to CONFIRE will be reduced to pay for County purchased insurance.

H.10 Insurance Review
Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

H.11 CONFIRE agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONFIRE agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, CONFIRE shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

H.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the CONFIRE and all risks to such persons under this contract.

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

H.11.2 Commercial/General Liability Insurance – CONFIRE shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.
g. $2,000,000 general aggregate limit.

H.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

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

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

H.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

Failure by the Parties to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

In the event of a non-cured breach, the non-breaching Party may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

I.1 Afford the breaching Party thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of the non-breaching Party; and/or

I.2 Discontinue reimbursement to the breaching Party for and during the period in which the Party is in breach, which reimbursement shall not be entitled to later recovery; and/or

I.3 Withhold funds pending duration of the breach; and/or

I.4 Offset against any monies billed by the breaching Party but yet unpaid by the non-breaching Party those monies disallowed pursuant to Item "I.2" of this paragraph; and/or

I.5 Terminate this Contract immediately and be relieved of the payment of any consideration to the breaching Party. In the event of such termination, the non-breaching Party, may proceed with the work in any manner deemed proper by the non-breaching Party. The cost to the non-breaching Party shall be deducted from any sum due to the breaching Party under this Contract and the balance, if any, shall be paid by the breaching Party upon demand.

J. NOTICES

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

San Bernardino County
County Administrative Office
5th Floor
385 N. Arrowhead Ave
San Bernardino, CA 92415

CONFIRE
1743 Miro Way
Rialto, CA 92376

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

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and CONFIRE have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 2 3 2026

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

BOARD OF SUPERVISORS SAN BERNARDINO COUNTY, CA

By ______________ Deputy

____
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Nathan Cooke
(Print or type name of person signing contract)

Title Interim Director
(Print or Type)

Dated:

Address 1743 Miro Way Rialto, CA 92376

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Cynthia O'Neill (Jun 15, 2026 13:20:28 PDT)	►	►
County Counsel		
Date 15/06/2026	Date	Date

CONFIRE

STAFF REPORT

DATE: **July 15, 2026**

FROM: **Joe Barna**
Interim Deputy Executive Director

TO: **Administrative Committee**

SUBJECT: MUTUAL AID RFQ

Recommendation
Approve the attached IFT/CCT Mutual Aid Partner Administrative Policy and authorize the Executive Director, or designee, to develop and administer an annual Request for Qualifications (RFQ) process for private ambulance providers seeking consideration as IFT/CCT mutual aid partners. Any resulting mutual aid agreement would return to the Administrative Committee for approval before a provider is activated.

Background Information
CONFIRE has a need to preserve interfacility transport (IFT) and critical care transport (CCT) system resiliency while protecting the 911 system, CONFIRE's County ambulance service obligations, hospital relationships, and EMS system performance. Staff and legal counsel developed the attached policy to establish a formal process for identifying and approving private ambulance providers that may be eligible to provide IFT/CCT mutual aid support when appropriate. The EMS Subcommittee reviewed the policy and recommended approval by the Administrative Committee.

The policy establishes an annual RFQ process to determine whether interested private ambulance providers meet CONFIRE's qualifications for consideration as mutual aid partners. The RFQ will set forth the application requirements, documentation requirements, evaluation criteria, renewal requirements, and review procedures. The policy authorizes the Executive Director, or designee, to develop and update those requirements as system needs, regulatory requirements, and risk considerations change without requiring an amendment to the administrative policy.

Submission of an RFQ response would not make a provider an approved mutual aid partner. To be recognized under the policy, a provider must respond to CONFIRE's annual RFQ, meet the minimum qualifications and requirements set forth in the RFQ, and enter into a mutual aid agreement approved by the Administrative Committee. Use of any approved partner would remain an operational decision based on system need, provider availability, patient care needs, hospital throughput, contract compliance, and the best interest of the EMS system.

The policy also establishes clear limitations. Approval under the policy does not authorize 911 response, posting 911 ambulance resources, CONFIRE subcontractor status, dispatch priority, exclusivity, market share, guaranteed transports, or any right to receive CONFIRE call volume. The policy applies only to private ambulance providers seeking IFT/CCT mutual aid partner status and does not limit existing 911 mutual aid, public agency mutual aid, disaster mutual aid, MHOAC, ICEMA, EMSA, or other emergency management processes.

Fiscal Impact

There is no direct fiscal impact associated with the approval of the policy or the development of the RFQ. The RFQ process does not create a contract award, guaranteed transport volume, dispatch obligation, or payment commitment. Any future fiscal impact would depend on the terms of an individual mutual aid agreement and would return through CONFIRE's approval process before activation.

Attachments:

- Draft Mutual Aid Administrative Policy
- Mutual Aid RFQ Application Process Example

CONFIRE Administrative Policy

IFT/CCT Mutual Aid Partners

Purpose

The purpose of this policy is to establish a formal process for identifying and approving private ambulance providers for interfacility transport (IFT) and critical care transport (CCT) support.

This policy will support system resiliency – providing an avenue for CONFIRE to request support from approved mutual aid partners when appropriate, and approved partners may request support from CONFIRE when appropriate. The intent is a true mutual aid relationship, not a one-way transport referral arrangement.

Policy Statement

CONFIRE establishes an IFT/CCT Mutual Aid Partner Program for private ambulance providers that meet CONFIRE's qualifications and are approved to enter into a formal mutual aid agreement.

Use of any mutual aid partner remains an operational decision made by CONFIRE based on system need, provider availability, patient care needs, hospital throughput, contract compliance, and the best interest of the EMS system.

No provider shall be recognized as an approved mutual aid partner unless the provider responds to CONFIRE's annual Request for Qualifications ("RFQ"), as set forth below, meets the minimum qualifications/requirements set forth in the RFQ, and enters into a mutual aid agreement approved by the Administrative Committee.

Scope

This policy applies only to private ambulance providers seeking to be considered for IFT and CCT mutual aid partner status with CONFIRE.

This policy does not apply to:

1. CONFIRE's primary ambulance subcontractor;
2. Public agencies providing ambulance services under their own legal authority;
3. Public or private ambulance providers currently operating as 911 EOA providers under separate ICEMA, County, EOA, or local EMS authority;

4. Public agency mutual aid, automatic aid, disaster mutual aid, MHOAC requests, ICEMA requests, EMSA requests, or other emergency management mutual aid systems;
5. 911 mutual aid requests between CONFIRE and existing public or private 911 providers when those requests are made under separate legal, regulatory, contractual, ICEMA, EOA, or emergency management authority.

Nothing in this policy limits CONFIRE's ability to request or provide 911 mutual aid through existing ICEMA, EOA, public agency, regional, state, federal, MHOAC, or emergency management processes.

Nothing in this policy authorizes an IFT/CCT mutual aid partner to respond to 911 calls, operate as a 911 ambulance provider, serve as a CONFIRE subcontractor, or perform CONFIRE's primary emergency ambulance obligations.

Definitions

- **Mutual Aid Partner** means a private ambulance provider that has successfully completed the RFQ process and met the minimum qualifications/requirements.
- **IFT** means a non-911 interfacility transport between healthcare facilities or another authorized destination, consistent with applicable law, ICEMA authorization, and provider scope.
- **CCT** means a critical care transport requiring appropriate personnel, equipment, clinical oversight, and authorization consistent with applicable law, ICEMA requirements, and provider scope.
- **Activation** means CONFIRE's operational decision to request IFT or CCT support from an approved mutual aid partner.
- **Subcontractor** means a provider formally engaged by CONFIRE through a subcontract or other contractual mechanism to perform services under CONFIRE's ambulance service obligations. A mutual aid partner is not a subcontractor unless expressly approved through the appropriate legal, contractual, and Administrative Committee-approved process.
- **911 EOA Provider** means a public or private ambulance provider authorized to provide 911 ambulance response within an exclusive operating area or assigned 911 service area under separate legal, regulatory, contractual, or local EMS authority.

CONFIRE

Guiding Principles

CONFIRE's Mutual Aid Partner Program shall be guided by the following principles:

1. Patient care comes first.
2. The 911 system must be protected.
3. IFT and CCT mutual aid should support hospital throughput and system resiliency.
4. Mutual aid should be available in both directions when appropriate.
5. Approved partners are independent providers and are not CONFIRE subcontractors.
6. Approval does not create exclusivity, call volume, dispatch priority, or market share.
7. Mutual aid activation remains an operational decision of CONFIRE.
8. CONFIRE may deny, suspend, or remove a provider when necessary to protect patient care, hospital relationships, contract compliance, public trust, or system performance.

Annual RFQ

CONFIRE shall annually publicize a Request for Qualifications for IFT/CCT Mutual Aid Partner(s). The Executive Director, or designee, is authorized to develop the RFQ, documentation requirements, evaluation criteria, renewal requirements, and review procedures consistent with this policy.

The minimum qualifications identified in the RFQ shall include the requirements and guiding principles set forth in this Policy, which include but are not limited to:

1. A completed application;
2. Valid ICEMA transport agreement and all other legally required authorizations;
3. Ability to support IFT and CCT needs without creating operational, customer service, hospital, regulatory, or contract risk;
4. Possess staffing, equipment, vehicle, and clinical readiness;
5. Compliance with applicable laws, regulations, ICEMA policies, and EMS standards;
6. Professional conduct and complaint response;

7. Billing compliance and financial responsibility;
8. Past performance, business reliability, and compliance history sufficient to protect CONFIRE's contract, reputation, hospital relationships, 911 system performance, and public trust; and

CONFIRE may deny or defer a RFQ submission if the provider does not meet minimum qualifications, lacks required authorization, fails to provide requested information, presents operational or reputational concerns, or is otherwise not a good fit for CONFIRE's EMS system.

Authorized Use and 911 Limitations

Approved mutual aid partners remain independent ambulance providers and may only be used for IFT and CCT. Approval does not authorize a provider to respond to 911 calls, post 911 ambulance resources, operate as a CONFIRE 911 provider, serve as a CONFIRE subcontractor, or perform CONFIRE's primary emergency ambulance obligations.

This policy does not limit CONFIRE's ability to request or provide 911 mutual aid with existing public or private 911 providers through separate ICEMA, EOA, public agency, regional, state, federal, MHOAC, or emergency management processes. Those relationships remain outside the scope of this policy.

Any provider that represents approval under this policy as authorization to provide 911 ambulance response may be suspended or removed from the approved mutual aid partner list. This policy shall not be interpreted to create a second 911 ambulance provider pool, an alternate 911 response system, or a parallel ambulance subcontractor structure.

Activation and Requests for Assistance

The Executive Director, or designee, shall retain authority to determine when mutual aid support is needed and which approved partner, if any, is appropriate.

CONFIRE may consider patient care needs, hospital needs, transport category, provider availability, geography, estimated response time, ICEMA authorization, provider capability, prior performance, customer service history, hospital impact, system status, and CONFIRE's need to preserve 911 resources.

CONFIRE may use the partner that is operationally best suited for the specific need.

An approved partner is not required to accept every request for assistance if doing so would impair its own system responsibilities.

Performance Monitoring

CONFIRE may monitor the performance of approved mutual aid partners.

Monitoring may include transport reliability, hospital interactions, transfer-of-care practices, documentation, clinical concerns, complaints, professional conduct, regulatory compliance, customer service, and any issue that may affect CONFIRE's contract performance, hospital relationships, public trust, or EMS system reliability.

CONFIRE may require performance information, incident reports, corrective action plans, or other documentation necessary to evaluate continued eligibility.

Suspension, Removal, or Denial

CONFIRE may deny, suspend, or remove a provider from the approved mutual aid partner list if CONFIRE determines that the provider:

1. Fails to meet minimum qualifications;
2. Fails to maintain required licenses, permits, certifications, insurance, transport agreements, or ICEMA authorization;
3. Fails to comply with CONFIRE policies, procedures, agreement terms, or operational direction;
4. Provides false, misleading, or incomplete information;
5. Demonstrates poor performance or unresolved compliance concerns;
6. Creates negative patient, hospital, public safety, regulatory, reputational, political, or contract risk;
7. Represents itself as a CONFIRE subcontractor or 911 provider without authorization;
8. Uses the mutual aid process as a claim to market access, transport volume, or preferred status;
9. Acts inconsistently with the best interests of CONFIRE's EMS system.

The Executive Director, or designee, may immediately suspend a provider from eligibility or activation when continued use may present a risk to patient care, system reliability, contract compliance, hospital coordination, public trust, or CONFIRE's operational integrity.

CONFIRE

Renewal and Continuing Eligibility

Approved partners may be required to renew eligibility periodically.

CONFIRE may require updated documentation, proof of continuing ICEMA authorization, updated insurance, updated staffing or vehicle information, updated compliance disclosures, and any other information necessary to verify continuing eligibility.

Failure to renew or provide requested documentation may result in suspension or removal from the approved partner list.

Public Records and Confidentiality

RFQ submissions and related materials may be subject to disclosure under the California Public Records Act unless exempt from disclosure under applicable law.

Nondiscrimination & Neutrality

The mutual aid partner process shall be administered in a manner that supports fairness, transparency, operational integrity, and public trust.

All qualified, eligible private ambulance providers may apply; all applicants will be evaluated under the same standards, any resulting agreement must be approved through CONFIRE's governance process, and no provider will be granted exclusive or preferred status through informal advocacy or political pressure.

Authority

The Administrative Committee authorizes the Executive Director, or designee, to implement this policy, develop application materials, establish review procedures, evaluate providers, approve or deny applications, develop mutual aid agreements, present proposed agreements to the Administrative Committee, activate approved partners, suspend or remove providers, and take actions necessary to protect CONFIRE's ambulance system, contract obligations, hospital relationships, operational integrity, and public trust.

The Executive Director may consult with legal counsel, risk management, operations, EMS leadership, ICEMA, hospitals, or other stakeholders as necessary to administer this policy.

Effective Date

This policy shall become effective upon adoption by the CONFIRE Administrative Committee.

CONFIRE JOINT POWERS AUTHORITY

REQUEST FOR QUALIFICATIONS

IFT/CCT MUTUAL AID PARTNER APPLICATION

RFQ No. 2026-IFT/CCT-01 (Draft)

REVISED COMMITTEE REVIEW DRAFT

July 12, 2026

WORKING DRAFT NOTICE

This document is prepared as an example for internal policy and process review. It is not open for responses and may not be relied upon as an issued solicitation. The final construction and release are contingent on adoption of the IFT/CCT Mutual Aid Partner Policy and completion of legal, risk management, and governance review. Dates, submission instructions, final insurance limits, and the designated contacts will be inserted before release.

Prepared for	CONFIRE Executive Team and Administrative Committee
Purpose	Identify qualified private ambulance providers for potential IFT/CCT mutual aid partner status
Qualification cycle	Annual
Issuance status	Not authorized for release

RFQ Summary

Issuing agency	CONFIRE Joint Powers Authority (CONFIRE)
Purpose	Establish a neutral, documented qualification process for private ambulance providers that may be considered for IFT/CCT mutual aid support.
Eligible applicants	Private ambulance providers within the scope of this RFQ that hold the required legal and ICEMA authorizations.
Service categories	BLS interfacility transport, ALS interfacility transport, and critical care transport, as authorized.
Nature of process	Qualification only. This is not a procurement award, subcontract, franchise, provider rotation, guaranteed work program, or allocation of market share.
Qualification period	One annual RFQ cycle, subject to continuing eligibility and any stated conditions.
Agreement required	Qualification does not create approved partner status. A mutual aid agreement must be approved by the Administrative Committee, fully executed, and followed by operational onboarding.
Activation	Case-by-case operational decision by CONFIRE based on system need, patient care, authorization, capability, availability, hospital impact, contract compliance, and protection of 911 resources.
911 authority	None. Qualification does not authorize 911 response, 911 posting, use of CONFIRE 911 status, or performance of CONFIRE primary emergency ambulance obligations.
No entitlement	No exclusivity, dispatch priority, rotation position, guaranteed volume, compensation, preferred status, or right to receive transports.
Response period	Proposed: 30 calendar days after issuance; exact dates will be inserted before release.
RFQ contact	To be designated before release. All substantive communications must go through the designated contact.

KEY NOTICE TO APPLICANTS

Submission of a response does not create a contract award, subcontractor status, approved partner status, right to an agreement or activation, guaranteed call volume, dispatch priority, exclusivity, compensation, market share, preferred status, or 911 response authority. Qualification is only the first step in CONFIRE's governance and operational approval process.

1. Purpose and Authority

CONFIRE seeks qualifications from private ambulance providers interested in potential IFT/CCT mutual aid partner status. The purpose is to support system resiliency and hospital throughput while preserving CONFIRE and its primary ambulance subcontractor for 911 response and other primary obligations.

The intended relationship is reciprocal mutual aid. CONFIRE may request IFT/CCT support from an approved partner when operational conditions warrant, and an approved partner may request assistance from CONFIRE when appropriate. Each request remains discretionary and subject to legal authority, system status, patient care needs, provider availability, and the requesting party's primary responsibilities.

This RFQ is intended to implement CONFIRE's IFT/CCT Mutual Aid Partner Policy. It establishes one published process, one set of qualification standards, and one documented evaluation method for all eligible applicants.

2. Nature and Limitations of This RFQ

- This is a qualifications process, not a solicitation for a procurement award or guaranteed work.
- CONFIRE may qualify multiple applicants, one applicant, or no applicants and is not obligated to negotiate or execute an agreement with any qualified applicant.
- A qualification determination is not a contract, franchise, license, exclusive operating right, subcontract, property interest, or authorization to represent that the applicant is a CONFIRE provider.
- Qualification does not authorize 911 response, posting of 911 resources, performance of CONFIRE primary emergency ambulance obligations, or use of CONFIRE approval to imply 911 authority or market endorsement.
- Each applicant bears its own costs of responding, participating in due diligence, negotiating an agreement, and preparing for activation.
- CONFIRE may cancel, amend, suspend, or reissue this RFQ; reject any or all responses; waive immaterial irregularities; request clarification; verify information; and impose reasonable conditions on qualification.

- If a mutual aid agreement is executed, the agreement controls over inconsistent statements in this RFQ or the applicant's response.

3. Scope and Eligible Service Categories

This RFQ applies only to private ambulance providers seeking IFT/CCT mutual aid partner status with CONFIRE.

3.1 Eligible Service Categories

- BLS interfacility transport, if authorized by ICEMA and all other applicable authorities.
- ALS interfacility transport, if authorized by ICEMA and all other applicable authorities.
- Critical care transport, if the applicant is authorized and demonstrates the required personnel, equipment, medical oversight, clinical systems, and competency controls.

An applicant may request qualification for one or more categories. CONFIRE may qualify an applicant by category and may impose category-specific, geographic, scheduling, or operational conditions.

3.2 Providers and Activities Outside This RFQ

1. CONFIRE's primary ambulance subcontractor.
2. Public agencies providing ambulance services under their own legal authority.
3. Public or private ambulance providers currently operating as 911 EOA providers under separate ICEMA, County, EOA, or local EMS authority.
4. Public agency mutual aid, automatic aid, disaster mutual aid, MHOAC requests, ICEMA requests, EMSA requests, and other emergency management mutual aid systems.
5. 911 mutual aid between CONFIRE and existing public or private 911 providers when requested under separate legal, regulatory, contractual, ICEMA, EOA, public agency, or emergency management authority.

Nothing in this RFQ limits existing 911 mutual aid systems or creates an alternate 911 provider pool. Providers outside this RFQ may continue to participate in 911 mutual aid under their existing authority.

4. Proposed Schedule and Communications

Exact dates will be inserted before release. The proposed annual RFQ schedule is:

Milestone	Proposed Timing
RFQ release	Day 0
Written questions due	10 business days after release
Final addendum or responses to questions	At least 5 business days before the response deadline
Responses due	30 calendar days after release
Administrative and mandatory qualification review	Within 10 business days after the deadline
Technical evaluation and due diligence	Within 30 business days after the deadline
Notice of qualification determination	Target: within 45 business days after the deadline
Agreement development and onboarding	As directed by CONFIRE after qualification
Administrative Committee consideration	After agreement terms and due diligence are complete

4.1 Designated Contact and Written Questions

All questions and substantive communications concerning this RFQ must be submitted in writing to the designated RFQ contact. Oral statements and prior discussions do not amend this RFQ. Only a written addendum issued by CONFIRE may modify the requirements.

4.2 Neutrality and Contact Restrictions

Responses will be evaluated under the published criteria. Endorsements, political support, lobbying, third-party advocacy, prior discussions, and market position will not substitute for required qualifications or confer preference. An attempt to obtain nonpublic evaluation information, directly contact an evaluator outside the designated process, or secure preferential treatment may be documented and may result in exclusion when CONFIRE determines, after notice and an opportunity to respond, that the conduct materially compromised the integrity of the process.

5. Minimum Qualifications and Determination Standards

5.1 Minimum Qualifications

1. Legal authority to perform each requested service category, including a valid ICEMA transport agreement and all required licenses, permits, approvals, and authorizations.
2. Demonstrated IFT and/or CCT capability within the applicant's authorized scope.
3. Adequate staffing, fleet, equipment, dispatch, communications, clinical oversight, medical control, and operational readiness.
4. Effective quality management, clinical review, adverse event reporting, complaint response, corrective action, hospital coordination, transfer-of-care, and customer service practices.
5. Compliance with applicable laws, regulations, ICEMA policies, EMS standards, labor requirements, privacy and security requirements, and billing rules.
6. Current insurance and the ability to accept final indemnification, defense, liability allocation, and risk management requirements acceptable to CONFIRE.
7. Financial responsibility and business continuity sufficient to maintain reliable operations and the capabilities represented in the response.
8. Past performance, professional conduct, compliance history, ownership transparency, and business reliability sufficient to protect patients, hospitals, CONFIRE's County contract, 911 system performance, public trust, and operational integrity.
9. No current exclusion, suspension, debarment, or other restriction that prevents or materially limits the proposed services.
10. Complete and accurate information, authorization for reasonable verification, and a continuing duty to report material changes.

5.2 Mandatory Requirements, Curable Defects, and Material Risk

Determination Type	Treatment
Nonwaivable mandatory requirement	A response will not proceed to scoring if it is late; outside the eligible private-provider scope; lacks the current ICEMA agreement or legal authorization required for a requested category; contains a material misrepresentation or omission; or is affected by a current exclusion, debarment, or restriction that prevents or materially limits the proposed services.
Curable administrative defect	CONFIRE may permit correction of a missing signature, incomplete field, mislabeled attachment, minor formatting issue, or other nonmaterial omission. Any cure request will be written, time-limited, and administered consistently. Failure to cure by the stated deadline may result in rejection.
Material risk review	Adverse contract, financial, regulatory, clinical, operational, billing, insurance, or litigation history will be evaluated for severity, recency, relevance, finality, pattern, corrective action, current status, recurrence, and reasonably anticipated effect on performance. A current, uncured material condition that is reasonably likely to impair performance or create material system risk may result in nonqualification.

Disclosure of a breach, default, termination, bankruptcy, investigation, settlement, claim, or similar matter does not automatically disqualify an applicant. Material nondisclosure, a false certification, or a current condition that prevents lawful or reliable performance may be disqualifying regardless of numerical score.

6. Response Instructions

- Submit one searchable PDF, organized in the order shown in Appendix A, with bookmarks for each appendix and major attachment.
- A cover or transmittal letter is optional, may not exceed one page, will not be scored, and may not replace a required form, certification, disclosure, or attachment.
- Complete Appendices A through F and begin each appendix on a new page. Forms may be expanded electronically, but the wording, item numbers, and certification language may not be altered.
- The narrative responses required by Appendix B are limited to seven pages total: B-5, three pages; B-6, two pages; and B-7, two pages. Required forms and supporting documents are excluded from this limit.
- Use 11-point or larger readable type, standard margins, and consecutively numbered pages. Identify the applicant and requested service categories on the response cover page.

- Generic marketing materials are not requested and will not improve the evaluation. Include only evidence directly responsive to a requirement.
- Do not submit protected health information, unnecessary sensitive personal data, or security-sensitive operational details unless specifically requested through a secure process.
- If confidentiality is asserted, follow Section 12 and include a separately labeled confidential appendix and a complete redacted public copy.

7. Required Response Package

Item	Required Submission
A	Appendix A - Submission Checklist and Response Index.
B	Appendix B - Applicant Information and Capability Form, including the limited narratives specified in B-5 through B-7.
C	Current ICEMA transport agreement; applicable licenses, permits, certificates, service-level authorizations, and category-specific approvals.
D	Organizational chart showing parent entities, controlled affiliates, key ownership, and leadership.
E	Appendix C - Disclosure Questionnaire, with explanations and supporting documents for each affirmative response.
F	Appendix D - Professional References: two required institutional references and one optional additional reference.
G	Appendix E - Certification, Response Validity, and Addenda Acknowledgment, signed by an authorized representative.
H	Appendix F - Financial Responsibility and Business Continuity Attestation, plus current insurance certificates or other evidence of coverage.
I	Supporting evidence specifically referenced in the forms or requested by CONFIRE.
J	Confidential appendix and redacted public copy, only if the applicant asserts that material is exempt from disclosure.

7.1 Material Changes and Continuing Duty to Update

The applicant must notify the designated RFQ contact within five business days after learning of a material change affecting its response or qualification. Material changes include ownership or control, leadership, legal authority, ICEMA status, service authorization, insurance, regulatory action, material clinical or billing issues, labor or fleet disruption, financial impairment, litigation, or any other event reasonably likely to affect performance or risk.

8. Evaluation and Qualification Process

8.1 Review Steps

Step	CONFIRE Review
Administrative review	Confirm timely receipt, required format, signed certification, and substantial completeness.
Mandatory qualification review	Verify scope eligibility, ICEMA status, legal authority, requested categories, required disclosures, and other pass/fail requirements.
Technical evaluation	Conflict-screened evaluators independently score the response under Appendix G before any panel consensus discussion.
Due diligence	CONFIRE may request clarification, contact references and regulators, verify licensing and insurance, conduct interviews, inspect facilities or equipment, and review additional evidence.
Consensus and risk determination	The panel documents a consensus score, category minimums, unresolved concerns, conditions, and any material-risk finding.
Final RFQ determination	The Executive Director, or designee, determines whether the applicant is qualified, qualified with conditions, deferred pending cure or additional information, or not qualified.
Notice	CONFIRE provides written notice identifying approved categories and conditions or the general basis for nonqualification.

8.2 Evaluation Criteria and Qualifying Standard

Criterion	Primary Considerations	Points	Min.
Operational and clinical capability	Category-specific capability; clinical leadership; medical oversight; equipment; patient care systems; CCT competence.	25	15
Staffing, fleet, dispatch, and readiness	Staffing depth; vehicles; communications; availability; continuity; surge capability; readiness.	20	-
Quality, compliance, and past performance	Quality management; clinical review; regulatory and contract history; billing compliance; safety; reliability; references.	20	12
Hospital coordination and customer service	Transfer of care; facility communication; service recovery; complaint response; support for throughput.	15	-
Mutual aid capacity and system impact	Reciprocal capability; protection of primary obligations, CONFIRE's County contract, 911 performance, hospitals, and public trust.	10	-
Business reliability, financial responsibility, and insurance	Ownership transparency; financial capacity; insurance; business continuity; ability to accept agreement requirements.	10	6
Total		100	75

To qualify, an applicant must receive at least 75 total points, meet each stated category minimum, pass all mandatory requirements, and have no unresolved material-risk finding. Numerical scoring supports consistency but does not override a failed mandatory qualification or documented material risk.

8.3 Clarifications, Interviews, and Site Review

CONFIRE may request written clarification or additional documentation. Clarification may explain or verify an existing response but may not be used to replace a materially deficient response or provide an unfair advantage. Interviews, demonstrations, reference checks, and site reviews may be used to validate and, when supported by documented evidence, revise an evaluation.

8.4 Reconsideration

An applicant may submit a written request for reconsideration within five business days after notice of nonqualification. The request must identify a material factual or procedural error in the existing record and may not introduce a substantially new qualification response. The Executive Director, or designee, will issue the final RFQ-stage determination. Reconsideration does not create a right to qualification, agreement negotiation, or Administrative Committee consideration.

9. Post-Qualification Process and Activation

A qualification notice does not make the applicant an approved mutual aid partner and does not authorize activation. Before a provider may be activated:

1. CONFIRE confirms qualification for one or more service categories and identifies any conditions or outstanding due diligence.
2. CONFIRE and the qualified applicant develop a mutual aid agreement acceptable to CONFIRE.
3. The proposed mutual aid agreement is presented to the Administrative Committee for approval.
4. The agreement is fully executed by authorized representatives.
5. The provider completes operational onboarding, contact validation, dispatch and communications testing, documentation exchange, and any required training or readiness verification.
6. CONFIRE provides written confirmation that the provider is active and eligible for case-by-case requests.
7. The provider meets all insurance requirements by providing necessary certifications with endorsements.

CONFIRE is not obligated to complete agreement negotiations with every qualified applicant. Qualification expires at the end of the annual cycle unless extended in writing and may end earlier if the applicant fails to maintain eligibility or complete agreement and onboarding requirements.

9.1 Anticipated Agreement Principles

- Authorized service categories and any geographic, scheduling, or operational limits.
- Request, acceptance, decline, cancellation, reassignment, dispatch, status-update, and escalation procedures.

- Clinical responsibility, medical control, transfer of care, documentation, quality review, incident reporting, data exchange, privacy, and records retention.
- Billing, payer responsibility, compensation, and financial terms, if any. Unless otherwise agreed, the provider performing the transport remains responsible for its own billing and collections.
- Insurance, indemnification, defense, liability allocation, and risk management requirements.
- Hospital coordination, customer service, complaint response, performance monitoring, corrective action, term, renewal, suspension, and termination.
- No 911 authority, no subcontractor status, no exclusivity, no guaranteed volume, no performance credit, and no unauthorized use of CONFIRE names or marks.

9.2 Activation and Reciprocal Requests

Activation remains a case-by-case operational decision of CONFIRE. CONFIRE may consider patient care, transport category, hospital need, authorization, clinical capability, equipment, availability, geography, estimated response time, prior performance, system status, County contract compliance, and preservation of 911 resources. No rotation, equal-share formula, queue position, or dispatch priority is created.

An approved partner is not required to accept every request if acceptance would impair its own legal, contractual, system, or patient care responsibilities. A partner may request assistance from CONFIRE, but CONFIRE may decline based on legal authority, 911 obligations, County contract duties, operational capacity, and system conditions.

10. Continuing Eligibility, Performance Monitoring, Suspension, and Removal

10.1 Continuing Eligibility and Duty to Update

Qualification and approved partner status are conditioned on continuous compliance with this RFQ, the IFT/CCT Mutual Aid Partner Policy, applicable law, and any mutual aid agreement. CONFIRE may require annual renewal and updated evidence of ICEMA authorization, licenses, permits, insurance, staffing, fleet, ownership, financial responsibility, service capability, compliance history, and other continuing qualifications. A provider must promptly report any material change that may affect qualification, performance, or risk.

10.2 Performance Monitoring

CONFIRE may monitor transport reliability, clinical and operational performance, hospital interactions, transfer-of-care practices, documentation, complaints, professional conduct, regulatory and billing compliance, customer service, and any matter that may affect patient care, CONFIRE's County contract, hospital relationships, public trust, or EMS system reliability. CONFIRE may require records, incident reports, interviews, corrective action plans, or other documentation reasonably necessary to evaluate continued eligibility.

10.3 Denial, Conditions, Suspension, and Removal

CONFIRE may deny, defer, condition, suspend, decline to renew, or remove an applicant, qualified provider, or approved partner when the provider:

1. Fails to meet or maintain a mandatory qualification or required legal, regulatory, clinical, financial, or operational capability.
2. Fails to maintain required licenses, permits, certifications, insurance, transport agreements, or ICEMA authorization.
3. Violates applicable law, CONFIRE policy, an RFQ certification, a mutual aid agreement, or lawful operational direction.
4. Provides materially false, misleading, incomplete, or untimely information, or fails to report a material change.
5. Demonstrates poor performance, unresolved patient-care or compliance concerns, or fails to complete required corrective action.
6. Creates documented material risk to patient care, hospital relationships, system reliability, CONFIRE's County contract, public trust, or CONFIRE's legal, financial, or operational interests.
7. Misrepresents itself as a CONFIRE subcontractor or 911 provider, or uses qualification or mutual aid activity to claim exclusivity, guaranteed volume, dispatch priority, market access, preferred status, or endorsement.
8. Fails to provide requested records, incident information, renewal documentation, or reasonable cooperation in a qualification or performance review.

The Executive Director, or designee, may impose an immediate interim suspension when continued eligibility or activation may present material risk to patient care, system reliability, contract compliance, hospital coordination, public trust, or CONFIRE's operational integrity. CONFIRE may provide written notice and a reasonable opportunity to respond when practicable. Suspension, nonrenewal, removal, or expiration does not create a right to compensation, an agreement, future activation, or continued status. A mutual aid agreement may establish additional remedies and procedures.

11. General Conditions

Condition	Requirement
Accuracy and verification	CONFIRE may verify any representation and rely on the response when determining qualification and developing an agreement.
Addenda and oral statements	Applicants must monitor and acknowledge written addenda. Oral statements and prior communications do not modify the RFQ or create a commitment.
Conflicts and independent response	Applicants must disclose actual or potential conflicts. Responses must be independently prepared and may not rely on collusion, contingent influence, or improper preferential access.
No assignment or unauthorized provider use	Qualification may not be assigned, transferred, or used by another provider without prior written approval and any required governance action.
Use of CONFIRE name	RFQ participation or qualification may not be used to imply endorsement, preferred status, 911 authority, subcontractor status, market access, or guaranteed work.
Compliance with law	The applicant remains responsible for all laws, regulations, policies, authorizations, labor obligations, clinical requirements, privacy requirements, and billing rules applicable to its operations.
Reservation of rights	CONFIRE may request additional information, conduct independent due diligence, impose reasonable conditions, terminate review, or decline to proceed when necessary to protect patient care, system operations, contract compliance, hospitals, public trust, or CONFIRE's legal and operational interests.

12. Public Records and Confidentiality

Responses and related records may be subject to disclosure under the California Public Records Act and other applicable law. CONFIRE cannot guarantee confidentiality merely because an applicant labels information confidential, proprietary, or trade secret. CONFIRE will determine whether a record is exempt based on applicable law and the facts presented.

An applicant asserting an exemption must identify each specific portion claimed exempt, state the legal basis, place the material in a separately labeled confidential appendix, and provide a complete redacted public copy. Do not submit unnecessary sensitive personal data, protected health information, passwords, security credentials, or detailed cybersecurity configurations. CONFIRE may consult legal counsel and provide notice to the applicant before disclosure when appropriate and legally permitted.

13. Submission Instructions

TO BE FINALIZED BEFORE RELEASE

The issued RFQ will identify the issue date, exact response deadline, submission email or portal, designated contact, file-size limits, final insurance requirements, cure period, and any pre-submission conference information. The proposed submission method is one electronic package containing the searchable response PDF, a separately labeled confidential appendix if needed, and a redacted public copy if confidentiality is asserted.

Responses received after the final deadline will be rejected unless CONFIRE formally extends the deadline or determines that a CONFIRE-controlled submission system failure prevented timely delivery. The applicant is responsible for confirming successful delivery and for submitting through the authorized method.

Appendix A - Submission Checklist and Response Index

Submit the response in the order shown below. Complete the Included and Response Location columns. The optional cover letter, if used, precedes this appendix.

Included	Required Item	Response Location / Page
[ ]	Appendix A - Submission Checklist and Response Index	
[ ]	Appendix B - Applicant Information and Capability Form	
[ ]	ICEMA transport agreement and required legal or regulatory authorizations	
[ ]	Organizational chart and ownership / affiliate information	
[ ]	Appendix C - Disclosure Questionnaire and explanations	
[ ]	Appendix D - Professional References	
[ ]	Appendix E - Certification, Response Validity, and Addenda Acknowledgment	
[ ]	Appendix F - Financial Responsibility and Business Continuity Attestation	
[ ]	Current insurance certificates or other evidence of coverage	
[ ]	Other supporting evidence specifically referenced in the response	
[ ]	Confidential appendix, if applicable	
[ ]	Complete redacted public copy, if confidentiality is asserted	

Appendix B - Applicant Information and Capability Form

Complete each item. Attach additional pages only where requested and identify the corresponding subsection. Forms may expand electronically.

B-1. Applicant Identity and Contacts

Legal name	
DBA or trade names	
California entity number	
Headquarters address	
Website	
Primary RFQ contact	
Title, email, and telephone	
Operational / after-hours contact	

B-2. Ownership, Control, Affiliates, and Leadership

Identify each parent entity, controlled ambulance affiliate, and person or entity holding 10 percent or more direct or indirect ownership or control. Attach an organizational chart.

Name	Relationship / Role	Ownership %	Jurisdiction

List key executive, operational, clinical, compliance, and financial leaders relevant to the proposed services.

Name	Title	Responsibility	Years with Applicant

B-3. Requested Service Categories and Availability

Select	Service Category	Authorized Area	Hours Available	Proposed Initial Availability
[ ]	BLS IFT			
[ ]	ALS IFT			
[ ]	CCT			
Limitations	Describe any geographic, scheduling, minimum lead-time, clinical, equipment, or other limitation on availability.			

B-4. Legal and Regulatory Authorization

Authorization / License	Number	Issuing Agency	Expiration	Attachment Ref.
ICEMA transport agreement				

Authorization / License	Number	Issuing Agency	Expiration	Attachment Ref.
California ambulance license / permit				
Service-level authorization				
CCT authorization, if applicable				
Other material authorization				

Pending or conditional matters	Identify any pending renewal, conditional authorization, geographic limitation, restriction, corrective action, or other qualification affecting the requested services.

B-5. Operational and Clinical Capability

Primary and backup dispatch	
Dispatch platform / communications	
Current operating counties / service areas	
IFT volume, most recent 12 months	
CCT volume, most recent 12 months	
Normal operating hours	
Estimated onboarding time after approval	

Resource Type	Total	Normally Staffed	Potential Mutual Aid Availability	Notes
BLS ambulances				
ALS ambulances				
CCT-capable ambulances				
CCT nurses				
Respiratory therapists				
Other specialty personnel				

Medical director	Name, qualifications, and role in IFT/CCT oversight.
Clinical / quality leader	Name, qualifications, and responsibility.
CCT clinical model	Personnel model, required credentials, medical control, and category limitations.
Equipment / medication standards	Summarize standards and readiness verification.

REQUIRED B-5 NARRATIVE - MAXIMUM 3 PAGES

Address: (1) staffing and coverage model; (2) dispatch, communications, and status interoperability; (3) fleet, equipment, maintenance, and infection-control readiness; (4) clinical oversight, credentialing, competency validation, and CCT model; and (5) surge, backup, and continuity capability. Cite supporting evidence or attachments where useful.

B-6. Quality, Compliance, Hospital Coordination, and Customer Service

REQUIRED B-6 NARRATIVE - MAXIMUM 2 PAGES

Address: (1) quality management and clinical review; (2) adverse event, incident, complaint, escalation, corrective action, and service-recovery processes; (3) transfer-of-care, facility communication, hospital coordination, and support for throughput; (4) privacy, security, records, and billing compliance controls; and (5) current institutional IFT/CCT relationships relevant to the proposed service area.

Compliance officer / responsible executive	
Quality / clinical review frequency	
Typical complaint acknowledgment time	
Typical complaint resolution target	

B-7. Mutual Aid Readiness and System Protection

REQUIRED B-7 NARRATIVE - MAXIMUM 2 PAGES

Address: (1) how the applicant would accept, decline, cancel, and provide status on requests; (2) how mutual aid would be provided without impairing the applicant's legal, contractual, 911, or patient care responsibilities; (3) how the applicant would manage a request it accepts but later cannot complete; (4) circumstances in which the applicant may request reciprocal assistance from CONFIRE; and (5) how the applicant would protect CONFIRE's County contract, hospitals, public trust, and 911 performance.

Appendix C - Disclosure Questionnaire

Answer for the applicant, its parent and controlled affiliates, and any controlling owner or executive whose conduct is material to the proposed services. Disclose matters occurring during the preceding five years and any older matter that remains pending, unresolved, or operationally relevant.

DISCLOSURE STANDARD

An affirmative response does not automatically disqualify an applicant. CONFIRE will consider severity, materiality, relevance, recency, finality, corrective action, recurrence, current status, and system risk. A material omission, false certification, or misleading response may result in rejection, suspension, or removal.

No.	Disclosure Question	Yes	No
1	Has any license, permit, certificate, transport agreement, provider authorization, or operating authority been denied, restricted, conditioned, suspended, revoked, or placed under formal corrective action?	[ ]	[ ]
2	Has any EMS agency, regulator, accrediting body, or other authority issued a material finding, sanction, citation, patient safety determination, clinical practice restriction, or formal corrective action requirement?	[ ]	[ ]
3	Has any ambulance, IFT, CCT, hospital, healthcare, or public agency contract been terminated for cause, defaulted, not renewed for performance reasons, or subjected to material performance penalties?	[ ]	[ ]
4	Has the applicant or any controlling person been the subject of a material civil, criminal, administrative, or regulatory investigation or proceeding related to ambulance operations, healthcare, patient care, billing, fraud, labor, privacy, or public contracting?	[ ]	[ ]
5	Has the applicant or any controlling person been excluded, suspended, debarred, or otherwise restricted from a government or healthcare program?	[ ]	[ ]
6	Has the applicant been subject to a material billing audit, repayment, recoupment, settlement, corporate integrity obligation, or finding involving false, improper, or unsupported claims?	[ ]	[ ]
7	Has the applicant experienced a material labor dispute, work stoppage, staffing interruption, fleet interruption, dispatch failure, cyber event, or other operational disruption?	[ ]	[ ]
8	Does the applicant have an unresolved material hospital, patient, customer, payer, or public agency complaint or service dispute relevant to the proposed services?	[ ]	[ ]
9	Has the applicant completed or planned a material ownership, control, merger, acquisition, or restructuring change that may affect qualification or performance?	[ ]	[ ]
10	Does an actual or potential conflict of interest exist involving CONFIRE, its member agencies, evaluation personnel, or administration of a future agreement?	[ ]	[ ]
11	Is there any other matter that could reasonably affect legal authority, clinical reliability, compliance, professional conduct, hospital relationships, billing integrity, public trust, or protection of CONFIRE's 911 and County contract obligations?	[ ]	[ ]

Explanation of Affirmative Responses

For each Yes response, attach a concise explanation identifying the item number, date, agency or party, nature of the matter, current status, outcome, corrective action, recurrence, supporting documents, and why the matter does or does not affect current qualification.

Appendix D - Professional References

Provide two required references familiar with the applicant's ambulance, IFT, CCT, hospital, healthcare, or public agency performance. A third reference is optional. At least one required reference should be a hospital, health system, EMS agency, local government, or comparable institutional client. CONFIRE may contact other known clients, regulators, or agencies as part of due diligence.

Reference	Organization	Contact / Title	Email / Telephone	Relationship and Service Dates
1 - Required				
2 - Required				
3 - Optional				

Appendix E - Certification, Response Validity, and Addenda Acknowledgment

The undersigned is authorized to bind the applicant and certifies that:

1. The response and supporting information are complete and accurate to the best of the applicant's knowledge after reasonable inquiry.
2. The applicant has disclosed all material matters required by this RFQ and will promptly report material changes.
3. The applicant understands this is a qualification process, not a procurement award, subcontract, franchise, guaranteed work program, provider rotation, or allocation of market share.
4. Qualification does not create approved partner status, a right to an agreement or activation, guaranteed volume, dispatch priority, exclusivity, compensation, preferred status, or 911 authority.
5. The applicant will not represent itself as a CONFIRE subcontractor, CONFIRE 911 provider, approved mutual aid partner, or endorsed provider unless and until CONFIRE provides written authorization consistent with an approved agreement.
6. The applicant understands that qualification and approved partner status are conditioned on continuing eligibility and may be conditioned, suspended, not renewed, or removed as provided in this RFQ, any mutual aid agreement, and applicable law.
7. The applicant authorizes CONFIRE to verify licensing, authorization, insurance, references, compliance history, ownership, financial responsibility, and other information relevant to qualification and continuing eligibility.
8. The applicant understands that submitted records may be subject to public disclosure and that confidentiality is governed by applicable law, not by designation alone.
9. The response was independently prepared and no improper collusion, contingent influence, undisclosed conflict, or preferential access was used to seek qualification.
10. The response will remain valid and may be relied upon by CONFIRE for 180 calendar days after the response deadline unless extended or withdrawn with CONFIRE's written consent.
11. The applicant has reviewed and acknowledges all RFQ addenda listed below.

Addenda Acknowledgment

Addendum No.	Date Issued	Acknowledged By Initials

Authorized Signature

Applicant legal name	
Authorized representative / title	
Signature / date	
Email and telephone	

Appendix F - Financial Responsibility and Business Continuity Attestation

Complete this appendix for the applicant and any parent or controlling entity relied upon for financial support. This appendix is certified through the signature in Appendix E. Do not submit full financial statements unless requested by CONFIRE.

No.	Financial and Continuity Question	Yes	No
1	Does the applicant have sufficient financial resources to maintain the staffing, fleet, equipment, insurance, licensing, dispatch, clinical oversight, and administrative systems represented in its response?	[ ]	[ ]
2	Is any current condition reasonably likely to impair payroll, staffing, fleet maintenance, equipment readiness, insurance coverage, licensing, dispatch, clinical operations, or continuity of service?	[ ]	[ ]
3	Is the applicant currently in an uncured material debt default, financial covenant breach, tax lien, judgment, or creditor enforcement action reasonably likely to affect operations?	[ ]	[ ]
4	During the preceding five years, has the applicant filed bankruptcy, entered receivership, or received a material going-concern qualification, or is any such matter currently pending?	[ ]	[ ]
5	Has any material insurance policy been cancelled, nonrenewed, restricted, subjected to a material reservation of rights, or interrupted in a way that may affect the proposed services?	[ ]	[ ]
6	Is a material financing, restructuring, or liquidity event pending that may affect the applicant's ability to perform as represented?	[ ]	[ ]

Attach an explanation for any No response to Question 1 or Yes response to Questions 2 through 6. Explain the amount or scope, current status, cure or mitigation, effect on operations, and supporting evidence. CONFIRE may request targeted documentation such as audited or reviewed statements, a bank reference, proof of liquidity, a parent guaranty, or other reasonable evidence when needed to resolve a material concern.

F-1. Current Insurance

Coverage	Carrier	Policy No.	Current Limit	Expiration
Commercial general liability				
Automobile liability				
Professional / medical liability				
Workers' compensation				
Cyber / privacy or other relevant coverage				

Attach current certificates or other evidence of coverage. Qualification may be conditioned on meeting final insurance, endorsement, indemnification, defense, and risk allocation requirements before an agreement is presented for approval.

Appendix G - Evaluation Criteria and Scoring Guide

This appendix is published to support consistent and transparent review. CONFIRE may use subfactors, verification results, interviews, and site-review findings within the listed categories. All pass/fail minimum qualifications remain controlling.

G-1. Scoring Scale

Rating	General Standard
0	No response, unsupported claim, or unacceptable condition.
1	Materially deficient; does not demonstrate the requirement or presents significant risk.
2	Partially meets; important gaps, limitations, or concerns remain.
3	Meets; adequately demonstrates the requirement with acceptable risk.
4	Exceeds; demonstrates strong capability, evidence, controls, and low implementation risk.
5	Substantially exceeds; demonstrates exceptional, well-documented capability and very low risk relevant to the requirement.

G-2. Weighted Evaluation and Minimums

Category	Max Points	Category Minimum	Evaluation Focus
1. Operational and clinical capability	25	15	Licensure; clinical leadership and oversight; equipment; policies; CCT competence; patient-care systems.
2. Staffing, fleet, dispatch, and readiness	20	-	Staffing depth; fleet; dispatch; communications; continuity; surge; readiness.
3. Quality, compliance, and past performance	20	12	Quality management; regulatory and contract history; billing; complaints; reliability; references.
4. Hospital coordination and customer service	15	-	Transfer of care; facility communication; service recovery; hospital relationships; throughput.
5. Mutual aid capacity and system impact	10	-	Reciprocal capability; protection of primary obligations, CONFIRE's County contract, 911 performance, hospitals, and public trust.
6. Business reliability, financial responsibility, and insurance	10	6	Ownership; financial capacity; insurance; continuity; agreement and risk requirements.
Total	100	75	Overall qualifying score, subject to all mandatory requirements and material-risk review.

CONFIRE

STAFF REPORT

DATE: July 21, 2026

FROM: Nathan Cooke, Interim Executive Director
BY: Renan Mamaril, MIS Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Purchase – Central Square CAD Positions

Recommendation

Approve the purchase of Central Square software licenses and associated subscription fees for an additional nineteen (19) CAD positions for the Valley Communications Center (VCC), for the not-to-exceed amount of $135,375, for the period of September 1, 2026, through March 31, 2028.

Background Information

Nineteen (19) additional CAD licenses with their associated subscription fees are needed to support our move to the new VCC. The new dispatch floor includes more workstations for ECNS, IFT, and Ambulance Dispatchers, as well as the new Supervisor position, all of which require proper licensing under our CAD vendor agreement.

The 19 licenses will provide CAD access for ECNS, IFT Dispatchers, Ambulance Dispatchers, and the Supervisor, as well as cover the training room. These licenses ensure full functionality and operational readiness across all newly added dispatch workstations, completing the licensing requirements for the expanded environment at the new Valley Communication Center.

Financial Impact

The total initial costs for the license subscription fees will be $135,375 and will be funded from Fund 5020-EMS. This purchase price will cover the dates from September 1, 2026, to March 31, 2028. The recurring annual costs thereafter will be approximately $85,000.

This purchase meets the sole source purchasing requirements as we have an existing agreement with Central Square, and they are the sole distributor of the software.

Attachments

- Central Square Quote – Q-262728
- 2026_07_Non-Competitive Justification Form – Central Square (CAD Positions)

CENTRALSQUARE®

SALES ORDER
PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Confire JPA, California ("Customer") and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superion, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. ("CentralSquare") and shall be effective as of the date of the last signature herein.

Quote Number: Q-262728 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Software Licenses/Subscription Fees

- 100% due March 31, 2027

Where the Subscription fees have been prorated for a term longer or shorter than twelve (12) months, subsequent subscriptions fees shall be due in full for a twelve (12) month term at the expiration of such prorated term. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

$135,375 will be due on March 31, 2027. ($49,875 for 9/1/26-3/31/27 and $85,500 for 3/31/27-3/31/28) This will cover the dates from 9/1/26 to 3/31/28.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

Subscription Access. If Customer is purchasing subscription software under this Sales Order, so long as Customer has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Sales Order. Customer understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Sales Order. Upon termination of this Sales Order or any subscriptions, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Sales Order, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, and no more than once per year, Customer shall permit CentralSquare to audit Customer's use of the software to monitor compliance. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Sales Order, Customer shall be responsible for the prompt payment by Customer to CentralSquare of any underpayment.

Payment due in full 30 days from date of invoice. Annual maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: Integrated Public Safety Systems Contract Between CONFIRE and Contractor signed and dated March 27th, 2008 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

CentralSquare Technologies, LLC	**Confire JPA**
1000 Business Center Drive Lake Mary, FL 32746	1743 W. Miro Way Rialto, California 92376-8630
By:	By:
Print Name:	Print Name: Renan Mamaril
Print Title:	Print Title: MIS Director
Date Signed:	Date Signed: 7/13/2026

Exhibit A

Quote

Quote #: Q-262728
Primary Quoted Solution: PSJ Enterprise
Quote expires on: December 07, 2026
Start Date: 09/01/2026
End Date: 03/31/2028

Quote prepared for:
Accounts Payable Confire JPA
Confire JPA
1743 W. Miro Way
Rialto, California 92376-8630
909-356-2353

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Enterprise CAD Mapping (OP) Annual Subscription Fee	19	316.67	6,016.73
2.	Enterprise CAD Position (OP) Annual Subscription Fee	19	6,808.33	129,358.27
			Software Total	135,375.00 USD

QUOTE SUMMARY

Software Subtotal	135,375.00 USD
Quote Subtotal	135,375.00 USD
Quote Total	**135,375.00 USD**

	Quote Total	135,375.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	85,500.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [X]   No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: ____________________________

Initials: RN ____________________________

EXHIBIT B

Intentionally Omitted

CONFIRE

NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: CONFIRE MIS	**Date:** 7/21/2026
Supplier: CENTRAL SQUARE	
Description of item:	19 CAD License/Subscriptions that cover from 9/1/26 - 3/31/28
Total Cost: $135,375.00	**If Purchase is Over $25,000 Per Vendor in a Fiscal Year:** Department will complete form and attach it along with copies of all bid and quote information.

Justification (Select That Applies)

Product	Service	Other
☐ Equipment/System Compatibility	☑ Existing Agreement	☐ Cooperative Purchase
☐ Functional Specifications	☐ Reimbursement to Owner	☐ Emergency/Life or Property
☐ Manufacturer/Publisher-Direct	☐ Specialized Credentials/ Expertise/ Training	☐ Theft Mitigation
☐ Only Authorized Dealer		☐ Timing Constraint
		☐ Government Mandated/Legal Requirement
		☐ Proprietary
		☐ Sole Source/Single Source

Please provide a detailed explanation for the Justification selected above.

We are purchasing additional CAD licenses from Central Square because we have an existing agreement with them, and they are the sole manufacturer of the software.

	Signature	Print Name	Date
Submitted By:		Renan Mamaril	7/21/26
Fiscal:		Damian Parson	7/21/26
Director:		Nathan Cooke	7/21/26
Admin Chair:			

Incomplete forms may result in Kissflow document being rejected

Justification Definitions for Non-Competitive Purchases

PRODUCT	**Equipment/system compatibility** – Equipment or system has same compatibility, interoperability, technical application as that currently owned by CONFIRE JPA. May be a situation where the vendor has specific knowledge of the system, CONFIRE JPA premises, operations or requirements. May result in reduced expenses for training/maintenance and added efficiency. changing would require significant additional funding or training of staff. Department may be asked to specify a definitive period of time after which a competitive process will be initiated. Examples: software; keycard access; fire alarm/security systems. **Functional specifications** – Meets performance and quality requirements; other products lack one or more of the required material specifications. **Manufacturer/publisher-direct** – Has no distributor network or is less costly than purchasing through a distributor. **Only authorized distributor** – No other manufacturer-authorized distributor in geographical area can provide product.
SERVICE	**Existing agreement –** Essential in maintaining continuity of service. There is a significant cost benefit to CONFIRE JPA to stay with the vendor. Example: To include new agencies in an ongoing contract. **Reimbursement to owner** – County reimbursing owner for service or product (provided by third party) paid for by owner pursuant to agreement. Example: For employee hours spent as CONFIRE Liaison **Specialized credentials/expertise/training** (replaces specialized services) – Meets requirements for certification, credentials, experience, expertise, training as requested.
OTHER	**Cooperative Purchase** – Purchase made through cooperative purchasing website approved by The Board of Directors. **Emergency/life or property threat mitigation** - A purchase for: (i) the preservation of life or property, or (ii) if the Purchasing Agent or any assistant authorized to make purchases is not immediately available and the service, item or items, are immediately necessary for continued operation of the entity and undue delay would cause substantial loss to CONFIRE JPA. **Timing constraints** – Compelling urgency; only vendor that can commit to delivery schedule of product/project/service. Departments are required to show that failure to meet such deadline will cause additional expense to CONFIRE JPA or jeopardize public health or safety. **Government mandated/legal requirement** – Mandated by local, state, county, or federal agency with jurisdiction. **Proprietary item** – Used, made or marketed by one having the exclusive legal right (patented, licensed, copyrighted, etc.) **Sole source/Single source** – Only one provider/supplier exists to fulfill CONFIRE JPA requirement.

STAFF REPORT

DATE: July 21, 2026

FROM: Nathan Cooke, Interim Executive Director
BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: License Agreement – Rack Space High Desert – San Bernardino County

Recommendation

Authorize the Interim Executive Director to approve and execute the updated License Agreement between the County of San Bernardino and CONFIRE for Rack and Antenna Space at the High Desert Government Center (HDGC) in the amount of $109,736, for the initial five (5) year term of July 1, 2026, through June 30, 2031, and three (3) five-year options to extend.

Background Information

On June 2, 2020, CONFIRE entered into an agreement for Rack and Antenna Space with the County of San Bernardino (Agreement No. 20-326) at the HDGC for the period of July 1, 2020, through June 30, 2025. CONFIRE remained in month-to-month occupancy through June 30, 2026, while we evaluated integrating business operations into the Valley Communication Center.

After evaluating available options, CONFIRE Management has determined that renewing this contract is in the best interest of CONFIRE

This updated agreement for the non-exclusive use of Rack and Antenna Space will be for the period of July 1, 2026, through June 30, 2031. Said agreement includes three (3) five-year options to extend the License Agreement with the same terms. The extension shall be automatic unless either party provides a 60-day written notice to terminate or notice of non-renewal.

Annual expenditures effective July 1, 2026, will be as follows:

Year	Monthly Expenditure	Annual Expenditure
*One-time Administrative Fee		$500
July 1, 2026 – June 30, 2027	$1,698	$20,376
July 1, 2027 – June 30, 2028	$1,757	$21,084
July 1, 2028 – June 30, 2029	$1,818	$21,816
July 1, 2029 – June 30, 2030	$1,882	$22,584
July 1, 2030 – June 30, 2031	$1,948	$23,376
Total		**$109,736**

Financial Impact

The total cost during this License Agreement will be $109,736. The annual cost for year 1 is included in CONFIRE'S 2026-27 budget (Fund 5008-Operations).

Attachments

▪ 2026_07_License Agreement-RackSpace HD – County of San Bernardino

Item 14.

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

SAN BERNARDINO COUNTY

Contract Number 26-617

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Consolidated Fire Agencies
Contractor Representative	Damian Parsons
Telephone Number	(909) 957-8532
Contract Term	7/1/2026 – 6/30/2031
Original Contract Amount	$109,736
Amendment Amount	$0.00
Total Contract Amount	$109,736.00
Cost Center	7812001000
GRC/PROJ/JOB No.	89004034
Internal Order No.	
Grant Number (if applicable)	

Briefly describe the general nature of the contract: Consolidated Fire Agencies (CONFIRE) licenses rack space for radio equipment and antenna space at 15900 Smoke Tree St., known as the High Desert Government Center, in Hesperia.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►See signature page	►	►See signature page
John Tubbs II, Deputy County Counsel		John Gomez, Real Property Manager, RESD
Date	Date	Date

LICENSE AGREEMENT

WHEREAS, Consolidated Fire Agencies as licensee, ("LICENSEE") and San Bernardino County, as licensor, ("COUNTY") desire to enter into this License Agreement ("License") for LICENSEE's use of a certain portion of the COUNTY's existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna tower located at the COUNTY's communication site, commonly known as 15900 Smoke Tree St., Hesperia, CA Communication Site ("Site"), for the installation and operation of LICENSEE's communication system equipment; and

WHEREAS, the LICENSEE had previously agreed to Contract 20-326 expiring June 30, 2025 and has been in holdover through June 30, 2026; and,

WHEREAS, COUNTY is willing to permit said use of a portion of the COUNTY existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna structure at the Site subject to certain conditions as more specifically set forth in this License; and,

WHEREAS, portions of the existing rack space within the COUNTY-owned equipment shelter and existing antenna space on the COUNTY-owned antenna structure at the Site to be used by LICENSEE are currently excess to the COUNTY's needs.

NOW, THEREFORE, in consideration of the execution of this License, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

1.1 "License" means this License Agreement and any relevant Documents, including any Exhibits and/or Attachments, all of which are made a part of this License.

1.2 "Site" refers individually or collectively to the real property owned or controlled by COUNTY and all the structures thereon, including (i) COUNTY-designated rack space with each rack space defined as space for one (1) EIA Standard 19" wide by 2' deep by 7' tall rack or one-half (1/2) EIA Standard 19" wide by 2' deep by 3½' tall rack along with the use of cable runs; and (ii) COUNTY-owned antenna tower space for the placement of the antenna(s) as may be singularly or collectively approved by COUNTY.

1.3 "Improvements" (when applicable) refers individually or collectively to the LICENSEE's communication system and related equipment, cabling and antenna(s) as may be approved by the COUNTY's Innovation and Technology Department (ITD)-Communications Division, and as of the commencement date of this License shall mean the equipment set forth in Exhibit "B" of this License.

II. LICENSE TO USE

COUNTY hereby gives permission, revocable and terminable as hereinafter provided, to LICENSEE to enter the Site for the purpose of installing and maintaining Improvements on a portion of rack space at the Site as designed by the County ("Licensed Area"), which Licensed Area consists of two rack spaces for server cabinets and radio equipment as depicted on Exhibit "B" attached hereto and made a part hereof. LICENSEE shall not install any antenna equipment or wave guide cabling or coax antenna cables at the Licensed Area or the Site without the prior written approval of the COUNTY ITD Public Safety Communications Division and only upon prior review and approval of LICENSEE's plans, specifications, and structural calculations in support of the loading of COUNTY's antenna tower at the Site. LICENSEE shall not be permitted to use the Site or the Licensed Area for any other purposes, except by prior written permission of COUNTY.

III. LICENSEE EQUIPMENT

3.1 Acknowledgement of Responsibility

LICENSEE acknowledges that the Site is essential to COUNTY's fulfilling its mission of public safety. LICENSEE warrants that it will not disturb or tamper with any COUNTY equipment, nor other COUNTY clients' or users' equipment to include, but not limited to, electronic, electrical, LPG, buildings, towers, grounding systems, antennas, feed lines, etc., at the Site. Exercising all reasonable diligence, LICENSEE warrants that it will take reasonable steps to ensure it will not hamper in any manner, the ability of the COUNTY to fulfill its mission at/through the Site.

LICENSEE shall be liable for all claims, demands, actions, and causes of action founded upon the negligence or otherwise wrongful conduct on the part of any employee or agent of LICENSEE attributable to LICENSEE's installation/maintenance or operation of LICENSEE's Equipment on the Site. Further, LICENSEE shall release, remise, and forever discharge COUNTY of and from any and all claims, demands, actions, and causes of action not based upon the intentional acts or negligence of COUNTY that LICENSEE may acquire by reason of LICENSEE's installation/maintenance or operation of LICENSEE's Equipment on the Site.

3.2 Requirements, Limitations, and Installation Conditions – This License is subject to the limitations, requirements and installation conditions as set forth below:

3.2.1 Installation: LICENSEE will observe and require LICENSEE retained contractors and sub-contractors to observe standard safety practices when climbing towers and when installing LICENSEE's Equipment on the Licensed Area as designed by the County. LICENSEE agrees to install, maintain, and operate LICENSEE's Equipment in accordance with the highest standard prevailing in the communications industry. Installation practices and materials are subject to approval of the County's ITD.

3.2.2 Access: Access to rack space and any antenna space at the Site is on an escorted basis using COUNTY ITD personnel at the appropriate COUNTY Board of Supervisors approved ITD standard time and material billing rates, on a portal-to-portal basis, in effect at the time of the escort. LICENSEE must request Site access at least three (3) working days, as defined a COUNTY government work schedule, (and excluding COUNTY holidays and closures) prior to desired access date. After hours are defined as outside the hours of 7:30 A.M. to 5:00 P.M. Pacific Standard Time, and emergency access requests will be billed at the COUNTY's Board of Supervisors approved ITD standard time and material billing rates in effect at the time of the escort.

3.2.3 Equipment Changes: Changes and modifications to Improvements that may alter performance of the Site or interfere with communications at the Site are to be approved in writing prior to any installation of LICENSEE's equipment by the County's ITD-Communications Division.

3.2.4 Power: COUNTY will install electrical power as needed above each rack to be used by LICENSEE under this License. The cost for labor and materials to perform the installation work will be the responsibility of the LICENSEE, payable by LICENSEE to COUNTY upon invoice. The cost of electrical power once installed is included in the rates payable by LICENSEE pursuant to Section V.

3.3 Additional Controlling Documents – Site may be subject to leases, master leases, licenses, rights-of-way, grants, use permits, or other controlling agreements (collectively, "Documents") secured by the COUNTY from other governmental or private entities. LICENSEE agrees to be bound by the conditions and covenants of these Documents and is responsible for any related costs that may be incurred directly or indirectly due to LICENSEE's use of its Licensed Area at the Site. If requested by LICENSEE in writing, LICENSEE will be furnished with copies of any relevant Documents that may have an impact upon the Site.

3.4 Maintenance – The costs of any installation, maintenance, operation, replacement, or removal of the LICENSEE's Equipment shall be at the sole expense of LICENSEE.

3.5 Interference – LICENSEE's Equipment shall be located so as not to interfere, physically or electronically, with any of the COUNTY's operations, and any equipment installed previous to LICENSEE's installation by other COUNTY users.

In the event the COUNTY determines or is notified that the operation of the LICENSEE's Equipment caused or is causing interference to transmission and/or reception of any other communications systems in use in the vicinity of the Site, County's ITD shall notify LICENSEE to correct the problem and COUNTY reserves the right to immediately remove all or any portion of LICENSEE's Equipment from service.

If such interference is not eliminated within a twenty-four (24) hour period, COUNTY shall have the right to terminate this License, remove all or any portion of LICENSEE's Equipment from service, and take whatever immediate steps are necessary to eliminate said interference, including powering off LICENSEE's Equipment without further notification.

IV. EFFECTIVE DATE AND TERMINATION

4.1 Term: This License shall be for an initial term of five (5) years ("Initial Term"), commencing on July 1, 2026 ("Commencement Date") and shall terminate on the day immediately preceding the fifth anniversary of the Commencement Date ("Expiration Date"), unless the COUNTY or the LICENSEE, at the sole discretion of either, terminates the License by giving at least sixty (60) days prior written notice to the other party, provided that any such termination date shall be effective at the end of a calendar month or is otherwise earlier terminated in accordance with any other provision of this License. Neither party shall incur any liability to the other by reason of such termination. Notwithstanding the foregoing, in the event the License is terminated by LICENSEE pursuant to this Section IV but LICENSEE, despite its diligent efforts, requires additional time to remove LICENSEE's Equipment after the effective termination date, upon written request to the COUNTY to be received by COUNTY prior to the effective termination date, COUNTY may, at its sole discretion, opt by express written consent to continue the License for a month-to-month term not to exceed one hundred twenty (120) days after the original effective termination date. During any such month-to-month term and any other holdover period with or without the COUNTY's permission, LICENSEE shall pay to COUNTY the then current monthly fee (which shall be calculated by dividing the then current annual license fees as set forth in Section V [but without the Annual Escalator] by 12).

4.2 Option to Extend Term: COUNTY gives LICENSEE the option to extend the term of the License on the same provisions and conditions, except for the Annual License Fee for three (3) five (5) year periods ("Extended Terms") following expiration of the Initial Term, provided that at the time of exercise of the applicable option, LICENSEE is not in default with respect to any of the terms, covenants or conditions to be observed or performed by LICENSEE hereunder beyond any applicable notice and cure period. Such extensions shall be automatic unless either party gives 60 days written notice of termination or non-renewal to the other party. The Annual License Fee for the first (1st) year of each Extended Term shall be re-established in accordance with the market rate for comparable properties in the Hesperia area (or High Desert region), County of San Bernardino (with the Annual License Fee for the remainder of the Extended Term to be subject to the 3.5% annual percentage increase, rounded to the nearest whole dollar, stated in paragraph 5.3 and as shown in Exhibit "A"), provided that if the parties are unable to agree on the re-established Annual License Fee for the first year of an Extended Term, such fee shall be determined in accordance with Section 4.3. below.

4.3 If the Parties are unable to agree on the Annual License Fee for the first (1st) year of any Extended Term within five (5) months of LICENSEE's exercise of the subject option, the subject Annual License Fee shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the arbitration-determined Annual License Fee increases the Annual License Fee payable for the first (1st) year of an Extended Term by an amount equal to more than six percent (6%) over the Annual License Fee payable for the year immediately preceding the expiration of the Initial Term or the then current Extended Term, the LICENSEE shall have the right to terminate this License within thirty (30) days after the date the arbitrator issues its formal Annual License Fee determination by providing written notice of termination to COUNTY within said thirty (30) days. If the arbitration-determined Annual License Fee reduces the Annual License Fee payable for the first year of an Extended Term by an amount equal to more than six percent (6%) below the Annual License Fee payable for the year immediately preceding the expiration of the Initial Term or the then current Extended Term, the COUNTY shall have the right to terminate this License within thirty (30) days after the date the arbitrator issues its formal Annual License Fee determination by providing written notice of termination to LICENSEE within said thirty (30) days. If neither parties timely exercises its respective right to terminate the License under this paragraph, then the Annual License Fee for the first year of an Extended Term shall be the arbitration-determined Annual License Fee. The COUNTY's RESD Director shall be authorized to provide such termination notice on behalf of the COUNTY. If the subject Annual License Fee is pending determination by the arbitration process at the expiration of the Initial Term or the then current Extended Term, as of the commencement date of the subject Extended Term, LICENSEE shall pay the Annual License Fee in the amount due for the year immediately preceding expiration of the Initial Term or the then current Extended Term. Upon determination of the subject Annual License Fee through arbitration, and provided that this License is not terminated pursuant to this paragraph, LICENSEE shall, within forty-five (45) days after the date the arbitrator issues its formal Annual License Fee determination, pay to COUNTY any deficiency between the Annual License Fee paid and the arbitration-determined Annual License Fee for the period from the commencement of an Extended Term through the date the arbitrator issues its formal Annual License Fee determination. In the event that either party terminates the License in accordance with this paragraph, then no deficiency shall be payable to COUNTY and no refunds shall be due to LICENSEE for the period after the commencement of an Extended Term through the date the arbitrator issues its formal Annual License Fee determination.

V. RATES AND PAYMENT TERMS.

5.1 Payment rates and conditions are set forth on Exhibit "A", "San Bernardino County Rack Space and Antenna Space Rates and Payment Terms," attached hereto. Payment shall be due on the first day of every month as detailed in the schedule below:

License Year	Monthly Fee Payments	Annual Fee Payments
July 1, 2026 - June 30, 2027	$1,698	$20,376
July 1, 2027 - June 30, 2028	$1,757	$21,084
July 1, 2028 - June 30, 2029	$1,818	$21,816
July 1, 2029 - June 30, 2030	$1,882	$22,584
July 1, 2030 - June 30, 2031	$1,948	$23,376

Checks shall be made payable to San Bernardino County

Payment address is: Real Estate Services Department
385 N Arrowhead Ave, Third Floor
San Bernardino, CA 92415-0180

5.2 No substitution of or additions to LICENSEE's Equipment is permitted **without written pre-approval** of County's ITD. In the event such substitution or additional equipment is approved by the COUNTY, Exhibit "A" of this License shall be amended to reflect a change in LICENSEE's Equipment, in which case, County will provide to LICENSEE a revised Exhibit "A", incorporating such change(s) which shall be promptly signed by LICENSEE and returned to COUNTY. LICENSEE's subsequent invoice shall be adjusted in accordance with the change(s), on a prorated basis, as necessary.

5.3 As set forth in Exhibit "A," the rates shall be adjusted on each anniversary of the Commencement Date during the initial Term of this License. During any Extension Term, the adjusted rate shall not be less than an amount equal to three and one-half percent (3.5%) above the rate in effect immediately prior to such adjustment.

VI. AGREEMENT AUTHORIZATION

LICENSEE warrants and represents that the individual signing this License is a properly authorized representative of the LICENSEE and has the full power and authority to enter into this License on the LICENSEE's behalf.

VII. ASSIGNMENT

This License, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.

VIII. DEFAULT

If the LICENSEE does not make timely payment of amounts due under this License or breaches any term or condition of this License, COUNTY may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. COUNTY may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

IX. HOLDING OVER

If the LICENSEE continues in possession of the Premises after the expiration of the term or after any termination of this license prior to the expiration of the term, and if said occupancy is with the consent of the COUNTY, then LICENSEE shall be deemed to be holding the Premises on a month-to-month basis subject to all the provisions of this license, and the annual fee payable during such period of holding over shall be the same as the annual fee most recently payable prior to the date such holding over was commenced.

X. INDEMNIFICATION AND INSURANCE

10.1 Indemnification

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

10.2 Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the LICENSEE shall secure and maintain throughout the License the following types of insurance with limits as shown. LICENSEE is a self-insured public entity and may opt to provide evidence of coverage through an authorized program of self-insurance:

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

10.2.2. Commercial/General Liability Insurance – The LICENSEE shall carry General Liability Insurance covering all operations performed by or on behalf of the LICENSEE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

(a) Premises operations and mobile equipment.
(b) Products and completed operations.
(c) Broad form property damage (including completed operations).
(d) Explosion, collapse and underground hazards.
(e) Personal injury
(f) Contractual liability.
(g) $2,000,000 general aggregate limit

10.2.3 Commercial Property Insurance providing all risk coverage for the Licensed Area, including any building, fixtures, equipment and all property constituting a part of the licensed areas. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

10.2.4 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence. If LICENSEE is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence. If the LICENSEE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

10.2.5 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

10.2.6 Additional Named Insured – All policies, except for the Workers' Compensation policies shall contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of this License. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

10.2.7 Waiver of Subrogation Rights –LICENSEE shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the LICENSEE and LICENSEE's employees or agents from waiving the right of subrogation prior to a loss or claim. The LICENSEE hereby waives all rights of subrogation against the COUNTY.

10.2.8 Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

10.2.9 Proof of Coverage – The LICENSEE shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RESD) administering the License evidencing the insurance coverage, including endorsements, as required, at the time this License is mutually executed, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RESD, and LICENSEE shall maintain such insurance for the duration of this License. IF LICENSEE is a self-insured public entity, LICENSEE shall furnish to RESD a copy of membership in an authorized program of self-insurance at the commencement of this License and on an annual basis. Within fifteen (15) days of the Commencement Date of this License, the LICENSEE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

10.2.10 Severability of Interests – The LICENSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the LICENSEE and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

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

10.2.12 Insurance Review – The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the License and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this License. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.

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

10.2.13 Deductibles and Self-Insurance Retention – Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

10.2.14 Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all LICENSEE's business activities on the Licensed Area. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this License, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LICENSEE to COUNTY upon demand but only for the pro rata period of non-compliance.

10.2.15 COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSEE in LICENSEE's operations.

10.2.16 The LICENSEE agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of the Licensed Area to provide insurance covering such use with the same insurance policies and requirements for LICENSEE as set forth in this License and naming the COUNTY as additional insured. LICENSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

XI. GENERAL TERMS AND CONDITIONS

11.1 Permits - LICENSEE is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.

11.2 Waiver - No waiver of a breach of any provision of this License shall constitute a waiver of any other breach, or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this License shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

11.3 Validity - The invalidity in whole or in part of any provision of this License shall not void or affect the validity of any other provision.

11.4 Captions and Paragraph Headings - Captions and paragraph headings used herein are for convenience only and are not a part of this License and shall not be used in construing it.

11.5 Exhibits - All Exhibits attached hereto, if any, are an integral part of this License and are incorporated herein by reference.

11.6 Entire Agreement - This License shall constitute the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This License may be amended as COUNTY and the LICENSEE mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the COUNTY and LICENSEE. This License shall be governed by the laws of the State of California.

11.7 Compliance – This License shall be subject to immediate termination under the following circumstances:

(a) LICENSEE fails or neglects to comply with any term or condition of this License; or
(b) LICENSEE fails or neglects to comply with any reasonable requirement of COUNTY after thirty (30) days written notice and demand; or
(c) LICENSEE fails or neglects to comply with any Master Lease, Agreement, or Permit to which the COUNTY is subject.

In the event of such termination, the COUNTY may immediately disconnect all LICENSEE's Equipment. LICENSEE shall, if appropriate, immediately remove any and all of LICENSEE's

Equipment from the Site and surrender all rights and privileges under this License. If LICENSEE fails to promptly restore the Site to its former condition, the COUNTY may restore the Site at LICENSEE's sole expense.

11.8 Changes and Right to Prioritize – COUNTY reserves the right to make rack and antenna space changes at the Site, and to prioritize or restrict usage as necessary to optimize overall service effectiveness of the Site to the COUNTY and its users without liability to LICENSEE and LICENSEE shall have no claims of liability, damages, or otherwise against the COUNTY.

11.9 Notifications - All notices or demands required, or permitted to be given or made hereunder, shall be in writing and shall be deemed duly given upon the date actual delivery to the recipient or the recipient's refusal to accept delivery, if delivery is by hand; OR if delivery is by first class United States mail, postage pre-paid, certified or registered, return receipt requested, OR reputable overnight courier service.

Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Licensee: Consolidated Fire Agencies
1743 W. Miro Way
Rialto, CA 92376

County: San Bernardino County
Real Estate Services Department
385 N. Arrowhead Ave.
San Bernardino, CA. 92415-0180

With a copy to: San Bernardino County
Innovation and Technology Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

XII. INNOVATION AND TECHNOLOGY DEPARTMENT AUTHORIZATION AND REAL ESTATE SERVICES DEPARTMENT

The County's Innovation and Technology Department, through its Chief Information Officer or authorized designee, is authorized to discharge all technical functions ascribed to COUNTY in this License, except those specifically reserved by law to the Board of Supervisors. The County's Real Estate Services (RESD) Director is authorized to administer all other provisions of this License, except those specifically reserved by law to the Board of Supervisors.

XIII. FORCE MAJEURE

COUNTY shall not be held liable for any delay or failure in performance of any part of this License from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

XIV. ELECTRONIC COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this

Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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END OF LICENSE AGREEMENT.

IN WITNESS THEREOF, the parties have hereto executed this License on the date set forth below their respective signatures.

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 23 2026

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _______________
Deputy

BOARD OF SUPERVISORS SAN BERNARDINO COUNTY, CA

LICENSEE: Consolidated Fire Agencies

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Damian Parsons

(Print or type name of person signing contract)

Title Finance Administration Director

(Print or Type)

Dated:

Address 1743 Miro Way

Rialto, CA 92376

FOR COUNTY USE ONLY

Approved as to Legal Form	Approved	Reviewed/Approved by Department
► John Tubbs II	►	►
John Tubbs II, Deputy County Counsel		John Gomez, Real Property Manager, RESD
Date 6-5-26	Date	Date 6/11/26

EXHIBIT "A"
SAN BERNARDINO COUNTY RACK SPACE AND ANTENNA SPACE RATES AND PAYMENT TERMS

LICENSE AREA PROVIDED

The following Rack Space and Antenna Space selected by check mark shall be rendered to Licensee under this License:

☒ Rack Space Rental Fee

☒ Contract Administration Charge* @ $500 **

** One-time Contract Administration charge, payable upon commencement

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PAYMENT SCHEDULE

Licensee shall pay rents as specified by check mark:

☒ **Monthly Invoicing:** On the first day of each month of the Term.

☐ **Semi-Annual Invoicing:** On January 1 (for period January 1 through June 30th) and on July 1 (for period July 1 through December 31 each year), payment due after mutual execution of this License and payable by LICENSEE within 60 days of the due date.

Payments are due upon the first day of each month of the term

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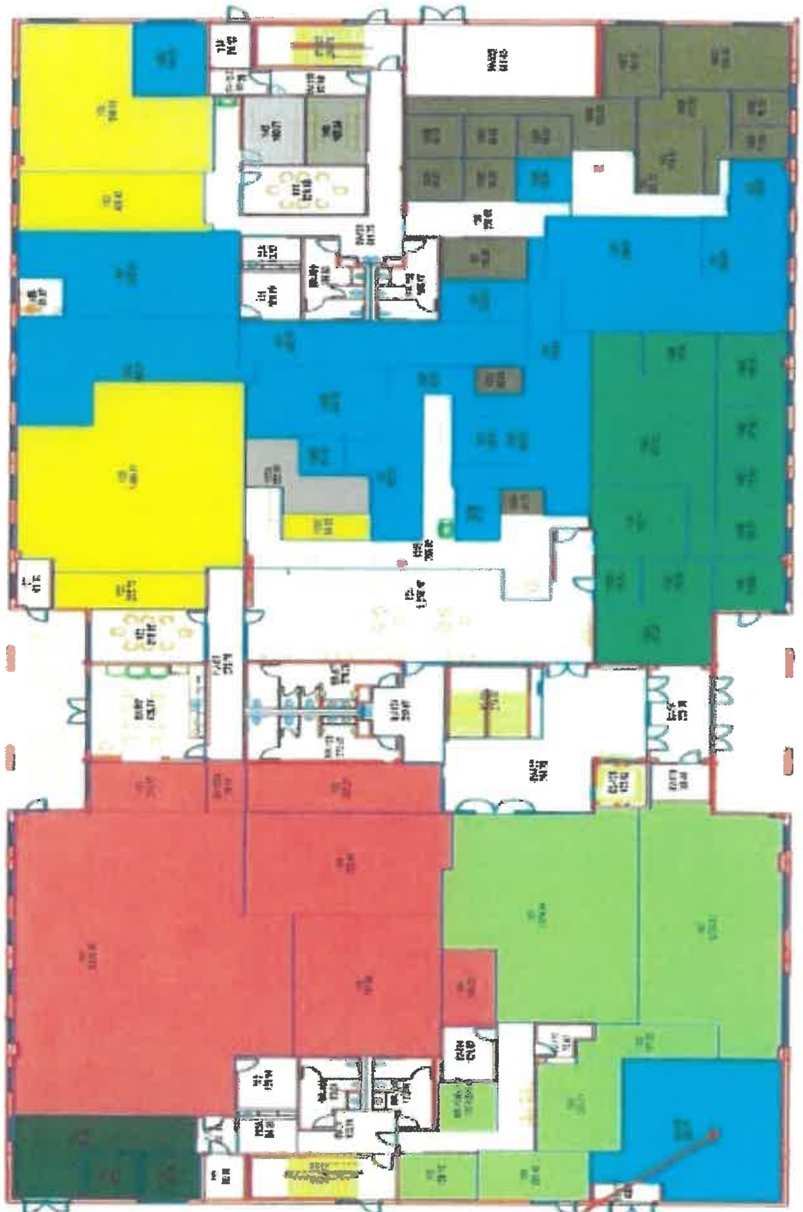
CHARGES FOR SERVICES

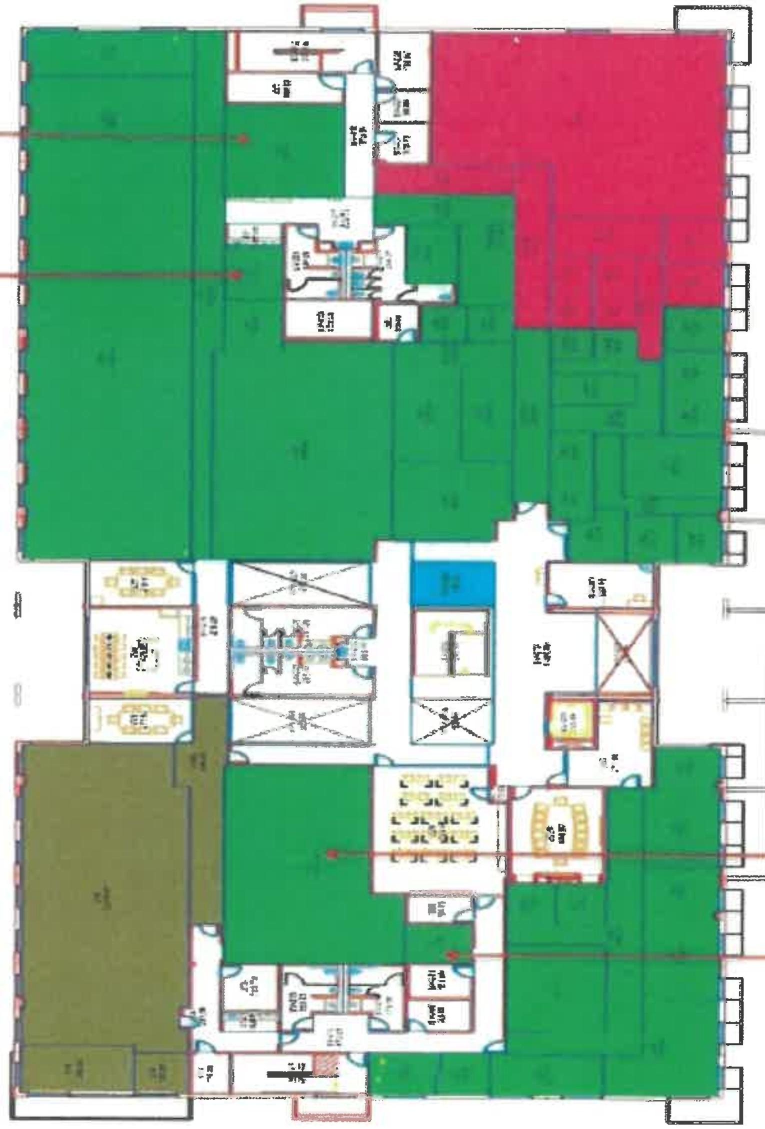
Equipment Type	No of Units	Rack Space and Antenna Space Charges	Annual Rack Space Charges	Monthly Charge
One-Time Contract Administration Charge**				$500
Rack Space: 2 Racks				
July 1, 2026 – June 30, 2027	2	$10,188	$20,376	$1,698
July 1, 2027 – June 30, 2028	2	$10,542	$21,084	$1,757
July 1, 2028 – June 30, 2029	2	$10,908	$21,816	$1,818
July 1, 2029 – June 30, 2030	2	$11,292	$22,584	$1,882
July 1, 2030 – June 30, 2031	2	$11,688	$23,376	$1,948
Total Cost for 2 Rack Spaces for five-year period 7/1/2026 – 6/30/2031		$54,618	$109,736	

EXHIBIT "B"
Page 1
LICENSED AREA LOCATION
First Floor



Room 129 Server Room (shared space)
Use-Wide Area Network Equipment-Frontier & Spectrum connections

Exhibit "B"
PAGE 2
LICENSED AREA LOCATION
SECOND FLOOR



ROOM 232- PATCH PANEL (Shared Space)

ROOM 230- COMMUNICATION ROOM (Shared Space)
USE-ONE RACK-WIDE AREA AND LOCAL AREA NETWORK EQUIPMENT

ROOM 223-COMMUNICATION ROOM-(Access Only Space)
USE-ACCESS TO VERIZON 911 CIRCUITS

ROOM 219-COMMUNICATION ROOM (Shared Space)
USE-SERVER CABINET, PATCH PANEL, NETWORK SWITCHES