



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

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**AGENDA**

The Joint Meeting of the CONFIRE Board of Directors and Administrative Committee is scheduled for Tuesday, September 24, 2024, in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

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

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

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

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

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

**OPENING**

- a. Call to order
- b. Flag Salute

**ROLL CALL - BOARD OF DIRECTORS**

**ROLL CALL - ADMINISTRATIVE COMMITTEE**

## **PUBLIC COMMENT**

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

## **INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST**

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

## **BOARD OF DIRECTORS CONSENT ITEMS**

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

- [1.](#) Approve the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee minutes of April 20, 2024
- [2.](#) CONFIRE Operations Statement as of August 31, 2024
- [3.](#) FY2024-25 EMS Fund (5020)
- [4.](#) Fund Balance Report as of August 31, 2024
- [5.](#) YTD Call Summary
- [6.](#) YTD Answering Times
- [7.](#) Billable Incidents
- [8.](#) Call Processing Time Analysis - August 2024
- [9.](#) ECNS Analysis August 2024

## **CLOSED SESSION**

10. Review and update anticipated Litigation - Significant exposure to litigation to Government Code section 54956.9(b): AMR Lawsuit
11. Personnel Matter - Public Employment Government Code section 54957(b)(1):  
Title: Executive Director

## **DIRECTOR UPDATE**

## **NEW BUSINESS**

- [12.](#) Valley Communications Center Lease Agreement - **ACTION ITEM**

## **ADMINISTRATIVE COMMITTEE CONSENT ITEMS**

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

- [13.](#) Approve the Administrative Committee Minutes of August 27, 2024
- [14.](#) Approve the Special Administrative Committee Minutes of September 10, 2024
- [15.](#) CONFIRE Operations Statement as of August 31, 2024
- [16.](#) FY2024-25 EMS Fund (5020)
- [17.](#) Fund Balance Report as of August 31, 2024
- [18.](#) YTD Call Summary
- [19.](#) YTD Answering Times
- [20.](#) Billable Incidents
- [21.](#) Call Processing Time Analysis - August 2024
- [22.](#) ECNS Report August 2024
- [23.](#) MOU DMSU Vehicle
- [24.](#) BDC Ambulance Agreement - **ACCEPT AND FILE**

## **DIRECTOR REPORT**

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

## **COMMITTEE REPORTS**

- a. CAD to CAD – Ontario Fire Go Live

## **SUBSIDIARY COMMITTEE REPORTS**

- a. EMS Subsidiary Committee Update - Chief Barna

## **NEW BUSINESS**

[25.](#) Creation of Fire/Rescue Division - **ACTION ITEM**

[26.](#) Chino Valley Interim Director Agreement - **ACTION ITEM**

## **ROUND TABLE**

## **CLOSED SESSION**

27. Review and update anticipated Litigation - Significant exposure to litigation to Government Code section 45956.9(d): AMR Lawsuit

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

## **ADJOURNMENT**

**NEXT MEETING:** To be announced

## **POSTING:**

This is to certify that on Thursday September 19, 2024, I posted a copy of the agenda:

- 1743 Miro Way, Rialto, CA

- on the Center's website which is [www.confire.org](http://www.confire.org)

-25541 Barton Rd., Loma Linda, CA

    /s/ Liz Berry    

**Liz Berry**  
**Clerk of the Board**



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

**MINUTES**

**ROLL CALL**

**BOARD OF DIRECTORS:**

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

**ADMINISTRATIVE COMMITTEE MEMBERS:**

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

**CALL TO ORDER**

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

**PUBLIC COMMENT**

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

## INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

*No conflicts were announced.*

## CONSENT ITEMS

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

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

**ACTION REQUEST:** The Administrative Committee requests the Board accept and approve consent items 1 thru 8.

**ACTION:** *The CONFIRE Board of Directors accepts and approves consent items 1 thru 8.*

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

**Second:** *Elizabeth Becerra*

*Lynne Kennedy – Yes*

*Phil Dupper - Absent*

*Dan Leary – Yes*

*Mike Kreeger - Absent*

*John Echevarria – Yes*

*Denise Davis – Absent*

*Andy Carrizales – Yes*

*Joe Baca, Jr. - Yes*

*Elizabeth Becerra - Yes*

**Ayes:** 6

**Noes:** 0

**Abstain:** 0

**Absent:** 3

**Motion Approved**

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

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

## **NEW BUSINESS**

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

**ACTION REQUEST:** The Administrative Committee requests the CONFIRE Board of Directors authorize the Finance/Administration Director to allocate the fund balance (\$3,906,214) in 5008, in the following manner in alignment with current Board policy:

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

This recommendation has no immediate impact on the FY25 Proposed Budget.

**ACTION:** *The CONFIRE Board of Directors accepts and approves the fund balance allocation as presented.*

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

**Second:** *Andy Carrizales*

*Lynne Kennedy – Yes*

*Phil Dupper - Absent*

*Dan Leary – Yes*

*Mike Kreeger - Absent*

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

**Ayes: 6**

**Noes: 0**

**Abstain: 0**

**Absent: 3**

**Motion Approved**

10. Additional Position – Information Systems Analyst III – **ACTION ITEM**

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

1. Information System Analyst III (ISA-III)

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

The fiscal impact of ISA-III position will be approximately \$172,145 annually, funded by Fund 5008-600 (MIS)

**ACTION:** *The CONFIRE Board of Directors approves the addition of the full-time Information System Analyst III (ISA-III) position.*

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

**Second:** *Elizabeth Becerra*

*Lynne Kennedy – Yes*  
*Phil Dupper - Absent*  
*Dan Leary – Yes*  
*Mike Kreeger - Absent*  
*John Echevarria – Yes*  
*Denise Davis – Absent*  
*Andy Carrizales – Yes*  
*Joe Baca, Jr. - Yes*  
*Elizabeth Becerra - Yes*

**Ayes: 6**

**Noes: 0**



**Abstain:** 0

**Absent:** 3

**Motion Approved**

11. FY 24/25 Budget Adoption - **ACTION ITEM**

**ACTION REQUEST:** The CONFIRE Administrative Committee requests the CONFIRE Board of Directors accept and adopt Resolution #2024-02, Adoption of Annual Budget for the Fiscal Year ending June 30, 2025

**ACTION:** *The CONFIRE Board of Directors accepts and adopts Resolution # 2024-02 as presented.*

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

**Second:** *John Echevarria*

*Lynne Kennedy – Yes*

*Phil Dupper - Absent*

*Dan Leary – Yes*

*Mike Kreeger - Absent*

*John Echevarria – Yes*

*Denise Davis – Absent*

*Andy Carrizales – Yes*

*Joe Baca, Jr. - Yes*

*Elizabeth Becerra - Yes*

**Ayes:** 6

**Noes:** 0

**Abstain:** 0

**Absent:** 3

**Motion Approved**

**CLOSED SESSION**

12. Personnel Matter – Public Employment Government Code section 54957(b)(1):

Title: Executive Director.

*The Board of Directors and Administrative Committee came out of Closed Session at 2:10 p.m.*

*The Board of Directors along with the Administrative Committee have given direction to Chair Harker and Vice Chair Sesler to initiate negotiations for the Executive Director position with a candidate.*

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

*No reportable action.*

## ADMINISTRATIVE COMMITTEE CONSENT ITEMS

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

14. Approve Administrative Committee Minutes of March 26, 2024
15. CONFIRE Operations Statement as of March 31, 2024
16. Fund Balance Report as of March 31, 2024
17. YTD Call Summary
18. YTD Answer Times
19. Billable Incidents
20. Call Processing Time Analysis – March 2024
21. EMD-ECNS Performance Standards – March 2024
22. Consultant Agreement – Viewpoint Advocacy
23. Ambulance Branding
24. Cyber Security Awareness Assessment Policy
25. Contract Renewals – Big Bear, Montclair, Needles, County Road Dept., Running Springs, and San Manuel
26. Victorville Fire Department Administrative Committee Members

*Motion to accept all items on Consent.*

**Motion by:** *Chief McHargue*

**Second:** *Chief Park*

**Ayes:** 9

**No:** 0

**Abstain:** 0

**Absent:** 0

## DIRECTOR REPORT

- a. Staffing Update
- b. XBO ECC Chief Discussion
- c. Implementation Team Update

## COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates – Blessing Ugbo
  - *NICE – Voice Print Implementation, pending contract sign-off with Motorola*
  - *Systems maintenance – April CAD maintenance was completed with Windows updates and vendor recommended patch.*
  - *Email security implementation update*

- Sophos email protection will filter out threats and malicious email
- KnowB4 Security Coach Module will provide real-time coaching in response to risky security behavior through email or teams
- Monthly system generated assessment reports will be sent to participating agencies and CONFIRE division leads

- b. Ops Chief Committee Report – Chief Barreda  
*Ops discussed call types, response plans, tablet command mobile app, and county-wide quarterly off-site training.*
- c. CAD to CAD – Mike Bell
- UASI 2023 Grant update
  - Ontario, Cal Fire and Murrieta continue to move forward

## SUBSIDIARY COMMITTEE REPORTS

- a. Annual Charges Sub-Committee Update – Chief Peratt  
*Matt Fratus continues to work on data collection. When complete the sub-committee will schedule a meeting to discuss the findings.*
- b. EMS Sub-Committee Update – Chief Gerkin
- ICEMA receptive to ambulance branding
  - As requested by the Administrative Committee the EMS Sub-Committee has a draft MOU in process with ICEMA regarding Image Trend

## NEW BUSINESS

### 27. Dispatcher Positions – **ACTION ITEM**

*CONFIRE EMS is scheduled to start ground ambulance transportation services on October 1, 2024. To meet the ground ambulance services contract response time obligations, CONFIRE EMS will create a high-performance EMS system using complex System Status Management (SSM) plans for each hour of the day, totaling 168 custom plans per week.*

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

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

*Motion to Approve the addition of five (5) FTE dispatcher positions as presented.*

**Motion by:** *Chief Park*  
**Second:** *Chief McHargue*  
**Ayes:** 9  
**No:** 0  
**Abstain:** 0  
**Absent:** 0

**ROUND TABLE**

**CLOSED SESSION**

28. Personnel Matter – Public Employment Government Code section 54957(b)(1):  
Title: Executive Director  
*The Board of Directors along with the Administrative Committee have given direction to Chair Harker and Vice Chair Sesler to initiate negotiations for the Executive Director position with a candidate.*
29. Review and update anticipated Litigation – Significant exposure to litigation to Government Code section 54956.9(b): AMR Lawsuit  
*No reportable action.*

**ADJOURNMENT**

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

*The meeting adjourned at 3:01 p.m.*

**Upcoming Meetings:** CONFIRE Board of Directors - to be determined.  
CONFIRE Administrative Committee – May 28, 2024, at 1:30 p.m.

      /s/ Liz Berry        
**Liz Berry**  
**Clerk of the Board**



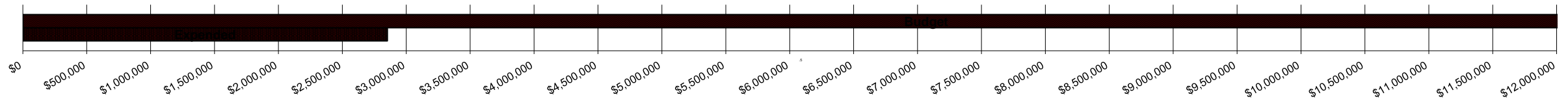
**OPERATIONS FUND 5008**  
**Unaudited MONTHLY SUMMARY FY 2024-25**

Transactions thru August 30, 2024

Item 2.

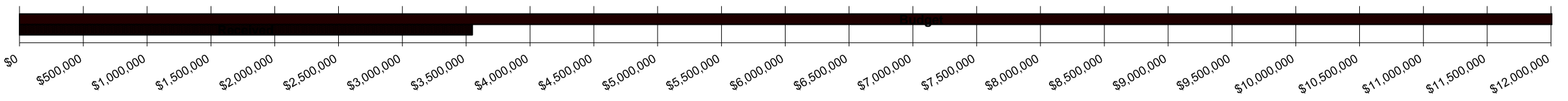
<b>Expenditures</b>	<b>July</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>3 PP Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>3 PP June</b>	<b>Total YTD Expended</b>	<b>2023/24 Budget</b>	<b>Bud - Exp Difference</b>	<b>% Used</b>
Salary/Benefits	610,483	612,358	-	-	-	-	-	-	-	-	-	-	1,222,841	9,552,349	\$8,329,508	12.8%
Overtime/Call Back	33,883	25,201	-	-	-	-	-	-	-	-	-	-	59,085	45,000	-\$14,085	131.3%
Phone/Circuits/Internet	40,974	(10,033)	-	-	-	-	-	-	-	-	-	-	30,941	273,166	\$242,225	11.3%
County IS/Data Services/Counsel	114	(450)	-	-	-	-	-	-	-	-	-	-	(336)	59,905	\$60,241	-0.6%
Radio/Pager, Console Maint	-	45,690	-	-	-	-	-	-	-	-	-	-	45,690	205,559	\$159,869	22.2%
Computer Software	250,088	836,272	-	-	-	-	-	-	-	-	-	-	1,086,359	2,362,495	\$1,276,136	46.0%
Computer Hardware	532	(220)	-	-	-	-	-	-	-	-	-	-	312	15,250	\$14,938	2.0%
Office Exp/Copier Lease	5,259	10,061	-	-	-	-	-	-	-	-	-	-	15,320	90,897	\$75,577	16.9%
Insurance/Auditing	-	252,504	-	-	-	-	-	-	-	-	-	-	252,504	302,912	\$50,408	83.4%
Payroll/HR/Medical Director	121,858	(20,769)	-	-	-	-	-	-	-	-	-	-	101,089	780,659	\$679,570	12.9%
Travel/Training	2,953	746	-	-	-	-	-	-	-	-	-	-	3,699	112,800	\$109,101	3.3%
Auto/Structure/Fuel	-	3,204	-	-	-	-	-	-	-	-	-	-	3,204	60,590	\$57,386	5.3%
Other/HDGC Rent/Equip Trans	18,189	13,233	-	-	-	-	-	-	-	-	-	-	31,422	274,974	\$243,552	11.4%
<b>Total</b>	<b>1,084,333</b>	<b>1,767,796</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,852,129</b>	<b>14,136,556</b>	<b>\$11,284,427</b>	<b>20.2%</b>

**% Fiscal Year Passed 16.7%**



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

**% Fiscal Year Passed 16.7%**



**CONFIRE JPA**  
Fund 5020 EMS Enterprise  
FY 2024-25 Budget Projection Through September

General Ledger Code	GL / Cost Center Description	Actuals		Projections	Total	Budget	% of Budget
		Budget	(7/1/24 - 9/17/24)	(9/18/24 - 9/30/24)	(Actuals + Projections)	Remaining	Used
51001010	REGULAR SALARY	2,386,611	75,606	-	75,606	2,311,005	3%
<b>Aprr 100</b>	<b>Salaries and Benefits</b>	<b>2,386,611</b>	<b>75,606</b>	<b>-</b>	<b>75,606</b>	<b>2,311,005</b>	<b>3%</b>
52002025	CLOTHING & PERSONAL SUPPLIES	4,000	-	364	364	3,636	9%
52002031	PAYROLL SYSTEMS SERVICES (ISD/EMACS)	872	-	79	79	793	9%
52002070	FOOD	15,000	514	862	1,377	13,623	9%
52002075	MEMBERSHIPS	2,500	-	227	227	2,273	9%
52002076	TUITION REIMBURSEMENT	3,000	-	273	273	2,727	9%
52002085	LEGAL NOTICES	250	-	63	63	188	25%
52002115	COMPUTER SOFTWARE EXPENSE	1,356,609	460,693	4,521	465,214	891,395	34%
52002116	COMPUTER HARDWARE EXPENSE	500,000	288,276	164,217	452,494	47,506	90%
52002120	SMALL TOOLS & INSTRUMENTS	-	99	-	99	(99)	
52002130	NONINVENTORABLE EQUIPMENT	5,000	-	455	455	4,545	9%
52002131	AUDIO VISUAL SUPPLIES & FURNIT	10,000	-	909	909	9,091	9%
52002135	SPECIAL DEPT EXPENSE	1,500,000	4,485	-	4,485	1,495,515	0%
52002180	UTILITIES	55,152	-	13,788	13,788	41,364	25%
52002200	INSURANCE	300,000	408,928	-	408,928	(108,928)	136%
52002220	OTHER GENERAL LIAB (ISF ONLY)	-	-	-	-	-	
52002235	VEHICLE LIABILITY (ISF ONLY)	10,000	1,439	-	1,439	8,561	14%
52002245	OTHER INSURANCE (ISF ONLY)	-	-	-	-	-	
52002304	OFFICE EXP. - OUTSIDE VENDORS	32,500	462	-	462	32,038	1%
52002305	GENERAL OFFICE EXPENSE	14,400	275	1,284	1,559	12,841	11%
52002310	PRESORT & PACKAGING (ISF ONLY)	1,000	10	-	10	990	1%
52002323	COURIER & PRINTING (ISF ONLY)	1,500	-	10	10	1,490	1%
52002340	SHREDDING - OUTSIDE SERVICES	3,000	-	187	187	2,813	6%
52002355	ADVERTISING	-	4,950	-	4,950	(4,950)	
52002400	PROF & SPECIALIZED SERVICES	89,601,612	-	107	107	89,601,505	0%
52002405	AUDITING	-	-	-	-	-	
52002445	OTHER PROFESSIONAL & SPEC SVCS	13,889,754	163,173	139,644	302,817	13,586,938	2%
52002540	LEGAL OPINIONS	440,000	46,935	41,034	87,969	352,031	20%
52002815	KITCHEN & DINING	1,000	-	-	-	1,000	0%
52002840	MEDICAL EXPENSE	10,000	-	-	-	10,000	0%
52002895	RENTS & LEASES - EQUIPMENT	4,000	-	-	-	4,000	0%
52002905	RENTS & LEASES-STRUCT,IMP&GRDS	65,700	-	16,425	16,425	49,275	25%
52002925	VEHICLE CHARGES (ISF ONLY)	20,000	1,612	-	1,612	18,388	8%
52002930	MAINTENANCE CHARGES (ISF ONLY)	-	88	-	88	(88)	
<b>Aprr 200</b>	<b>Services and Supplies</b>	<b>107,846,850</b>	<b>1,381,939</b>	<b>384,449</b>	<b>1,766,387</b>	<b>106,080,462</b>	<b>2%</b>
52942940	PRIVATE MILEAGE NON-TAXABLE	-	-	-	-	-	
52942941	CONF/TRNG/SEMINAR FEES	15,000	-	-	-	15,000	0%
52942942	HOTEL - NON-TAXABLE	18,000	-	-	-	18,000	0%
52942943	MEALS - NON-TAXABLE	7,500	128	-	128	7,372	2%
52942944	CAR RENTAL - NON-TAXABLE	4,500	-	-	-	4,500	0%
52942945	AIR TRAVEL	11,250	2,000	-	2,000	9,250	18%
52942946	OTHER TRAVEL - NON-TAXABLE	2,250	81	-	81	2,169	4%
<b>Aprr 294</b>	<b>Travel Related</b>	<b>58,500</b>	<b>2,209</b>	<b>-</b>	<b>2,209</b>	<b>56,291</b>	<b>4%</b>
53003315	DISTRIBUTION TO OTH AGCS (PTO)	-	-	-	-	-	
53003325	DEBT SERVICE - PRINCIPAL	10,000,000	-	-	-	10,000,000	0%
53003330	DEBT SERVICE - INTEREST	240,000	-	-	-	240,000	0%
<b>Aprr 300</b>	<b>Other Charges -Gral. &amp; Debt Service</b>	<b>10,240,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,240,000</b>	<b>0%</b>
55405010	SALARIES & BENE TRANSFERS OUT	40,000	-	-	-	40,000	0%
55305030	OPERATING TRANSFERS OUT	-	-	-	-	-	
<b>Aprr540</b>	<b>Intra Entity Reimbursement out</b>	<b>40,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>40,000</b>	<b>0%</b>
<b>TOTAL EXPENSES</b>		<b>120,571,960</b>	<b>1,459,754</b>	<b>384,449</b>	<b>1,844,202</b>	<b>118,727,758</b>	<b>2%</b>
40308500	INTEREST	-	-	-	-	-	
40309984	NET INCR/DECR IN FAIR VALUE	-	-	-	-	-	
<b>030 Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
40408840	STATE OTHER	-	-	-	-	-	
<b>040 Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

40509094	FEDERAL - GRANTS	-	-	-	-	-	-
<b>050 Total</b>		-	-	-	-	-	-
40709540	EDUCATIONAL SERVICES	(39,000.00)	-	-	-	-	0%
<b>070 Total</b>		<b>(39,000.00)</b>	-	-	-	-	<b>0%</b>
40759470	FEE ORD-AMBULANCE SERVICE FEES	(118,376,723.00)	-	-	-	-	0%
<b>070 Total</b>		<b>(118,376,723.00)</b>	-	-	-	-	<b>0%</b>
40809970	OTHER	(10,200,000)	-	-	-	-	0%
<b>080 Total</b>		<b>(10,200,000)</b>	-	-	-	-	<b>0%</b>
40909975	OP TRANSFERS IN	-	-	-	-	-	-
40909995	RESIDUAL EQUITY TRANSFERS IN	-	-	-	-	-	-
<b>090 Total</b>		-	-	-	-	-	-
<b>TOTAL REVENUE</b>		<b>(128,615,723)</b>	-	-	-	-	<b>0%</b>



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

**Operations Fund (5008)**

Audited Fund Balance 7/1/24		\$	3,371,464
Revenue	3,548,342		
Expenditures	(2,852,129)		
	<u>Net</u>		696,213
	Net Transfers In/Out		-
	<b>Available Fund Balance</b>	<b>\$</b>	<b><u>4,067,677</u></b>

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

**Equipment Reserve Fund (5009)**

Audited Fund Balance 7/1/24		\$	2,329,243
Revenue	150,023		
Expenditures	(423,574)		
	<u>Net</u>		(273,551)
	<b>Available Fund Balance</b>	<b>\$</b>	<b><u>2,055,692</u></b>

**General Reserve Fund (5010)**

Audited Fund Balance 7/1/24		\$	6,958,606
Revenue	20,443		
Expenditures	(336,461)		
Grant Funds Due to CAD to CAD	-		
	<u>Net</u>		(316,018)
	<b>Fund Balance</b>		6,642,587
	Net Transfers In/Out		-
	<b>Total Fund Balance</b>	<b>\$</b>	<b><u>6,642,587</u></b>

**Restricted Fund Balance**

Reserve for CIP	(3,000,000)		
	<u>Net Committed</u>		(3,000,000)
	<b>Available Fund Balance</b>	<b>\$</b>	<b><u>3,642,587</u></b>

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





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

**Term Benefits Reserve Fund (5011)**


Audited Fund Balance 7/1/24		\$	1,802,106
Revenue	124,488		
Expenditures	-		
	Net		124,488
	Net Transfers In/Out		-
<b>Available Fund Balance</b>		<b>\$</b>	<b>1,926,594</b>

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

Audited Fund Balance 7/1/24		\$	305,766
Revenue	127,790		
Expenditures	(122,773)		
	Net		5,017
	Net Transfers In/Out		-
<b>Available Fund Balance</b>		<b>\$</b>	<b>310,784</b>

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

Audited Fund Balance 7/1/24		\$	2,179,458
Revenue	-		
Expenditures	(1,340,438)		
	Net		(1,340,438)
	Net Transfers In/Out		-
<b>Available Fund Balance</b>		<b>\$</b>	<b>839,020</b>



### Call Summary

**CONFIRE/Comm Center**

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

Year: 2024

**From:** 1/1/2024

**To:** 8/31/2024

**Period:** Month

**Group:**

**Call Type:** All

**Abandoned Filters:** Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-24	18354	22	18376	0.12%	11742	359	12101	14670	5227	83	19980	50457	121.2
Feb-24	16567	41	16608	0.25%	11210	373	11583	14462	5171	94	19727	47918	121.2
Mar-24	17211	53	17264	0.31%	11325	375	11700	14701	5513	88	20302	49266	123.7
Apr-24	17537	25	17562	0.14%	11613	382	11995	15389	5447	102	20938	50495	122.9
May-24	18959	62	19021	0.33%	12081	528	12609	15925	5618	162	21705	53335	119.8
Jun-24	19692	57	19749	0.29%	12263	531	12794	15478	5894	196	21568	54111	121.5
Jul-24	22740	92	22832	0.40%	13755	806	14561	17916	6606	388	24910	62303	120.1
Aug-24	20093	64	20157	0.32%	12909	817	13726	16014	6329	267	22610	56493	122.8
<b>2024 Totals</b>	<b>151153</b>	<b>416</b>	<b>151569</b>	<b>0.27%</b>	<b>96898</b>	<b>4171</b>	<b>101069</b>	<b>124586</b>	<b>46391</b>	<b>1403</b>	<b>172380</b>	<b>425018</b>	<b>122.4</b>
<b>2023 Totals</b>	<b>144557</b>	<b>511</b>	<b>145068</b>	<b>0.35%</b>	<b>98780</b>	<b>3222</b>	<b>102002</b>	<b>127197</b>	<b>38991</b>	<b>759</b>	<b>166947</b>	<b>414017</b>	<b>111.6</b>



### PSAP Answer Time

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

Month - 1/1/2024 - 8/31/2024  
 Agency Fire  
 Affiliation

From: 1/1/2024  
 To: 8/31/2024  
 Period Group: Month  
 Time Group: 60 Minute  
 Time Block: 00:00 - 23:59  
 Call Type: 911 Calls

Call Hour	Answer Times In Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 2024 Total	17,259	487	188	319	75	45	3	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
February 2024 Total	15,685	388	174	253	74	33	1	16,608
% answer time ≤ 10 seconds	94.44%	2.34%	1.05%	1.52%	0.45%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.78%							
% answer time ≤ 40 seconds	99.35%							
March 2024 Total	16,504	281	167	246	53	12	1	17,264
% answer time ≤ 10 seconds	95.60%	1.63%	0.97%	1.42%	0.31%	0.07%	0.01%	100.00%
% answer time ≤ 15 seconds	97.23%							
% answer time ≤ 40 seconds	99.62%							
April 2024 Total	16,779	316	161	212	61	33	0	17,562
% answer time ≤ 10 seconds	95.54%	1.80%	0.92%	1.21%	0.35%	0.19%	0.00%	100.00%
% answer time ≤ 15 seconds	97.34%							
% answer time ≤ 40 seconds	99.46%							
May 2024 Total	17,044	653	361	636	224	95	8	19,021
% answer time ≤ 10 seconds	89.61%	3.43%	1.90%	3.34%	1.18%	0.50%	0.04%	100.00%
% answer time ≤ 15 seconds	93.04%							
% answer time ≤ 40 seconds	98.28%							
June 2024 Total	17,064	919	520	873	248	119	6	19,749
% answer time ≤ 10 seconds	86.40%	4.65%	2.63%	4.42%	1.26%	0.60%	0.03%	100.00%
% answer time ≤ 15 seconds	91.06%							
% answer time ≤ 40 seconds	98.11%							
July 2024 Total	18,667	1,154	770	1,383	479	334	45	22,832
% answer time ≤ 10 seconds	81.76%	5.05%	3.37%	6.06%	2.10%	1.46%	0.20%	100.00%
% answer time ≤ 15 seconds	86.81%							
% answer time ≤ 40 seconds	96.24%							
August 2024 Total	17,089	968	581	1,035	313	167	4	20,157
% answer time ≤ 10 seconds	84.78%	4.80%	2.88%	5.13%	1.55%	0.83%	0.02%	100.00%
% answer time ≤ 15 seconds	89.58%							
% answer time ≤ 40 seconds	97.60%							
Year to Date 2024 Total	136,091	5,168	2,922	4,957	1,527	838	68	151,569
% answer time ≤ 10 seconds	89.79%	3.41%	1.93%	3.27%	1.01%	0.55%	0.04%	100.00%
% answer time ≤ 15 seconds	93.20%							
% answer time ≤ 40 seconds	98.39%							
Year to Date 2023 Total	134,920	4,136	2,162	2,873	695	269	13	145,068
% answer time ≤ 10 seconds	93.00%	2.85%	1.49%	1.98%	0.48%	0.19%	0.01%	100.00%
% answer time ≤ 15 seconds	95.86%							
% answer time ≤ 40 seconds	99.33%							

# CONFIRE Billable Incidents

Period: 01/01/2024 thru 08/31/2024

Jurisdiction	# of Incidents	% of Total
San Bernardino County	89,517	53.33%
VictorvilleFD	15,914	9.48%
RanchoCucamonga	12,296	7.33%
ChinoValleyFD	9,343	5.57%
AppleValley	8,505	5.07%
Rialto	7,964	4.74%
Redlands	7,738	4.61%
Colton	5,279	3.15%
MontclairFD	3,367	2.01%
Loma Linda	2,945	1.75%
Big Bear Fire	2,416	1.44%
San Manuel FD	1,471	0.88%
Baker Ambulance	598	0.36%
Running Springs	333	0.20%
Road Department	163	0.10%
<b>Total</b>	<b>167,849</b>	<b>100%</b>

BDC Division	# of Incidents	% of Total
East Valley	30,655	34.24%
Fontana	14,295	15.97%
Valley	12,324	13.77%
Hesperia	8,890	9.93%
South Desert	8,380	9.36%
North Desert	8,168	9.12%
Adelanto	3,495	3.90%
Mountain	3,310	3.70%
<b>Total</b>	<b>89,517</b>	<b>100%</b>

# CONFIRE 911 Call Processing Time Analysis

## August 2024



# August 2024

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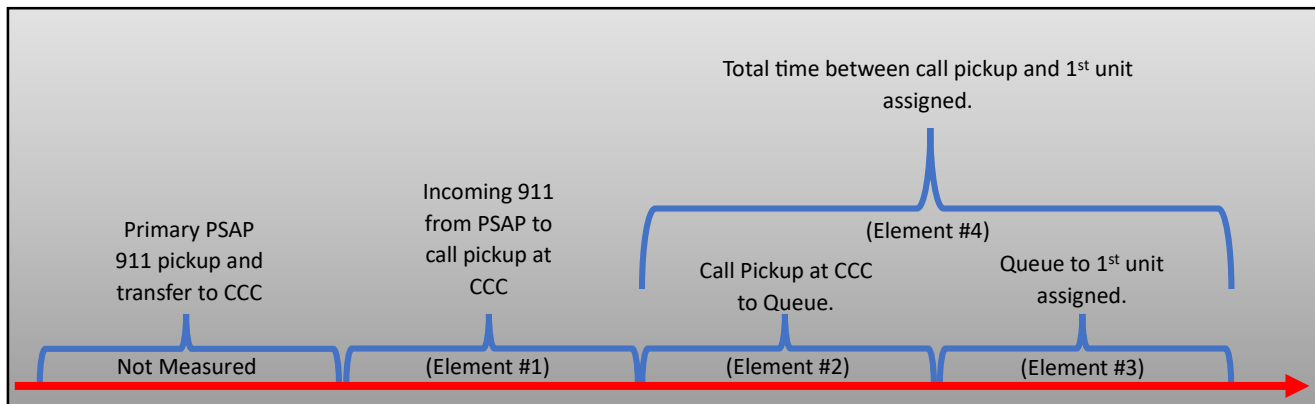
## CONFIRE Emergency Call Processing Times.

August 2024

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

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

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

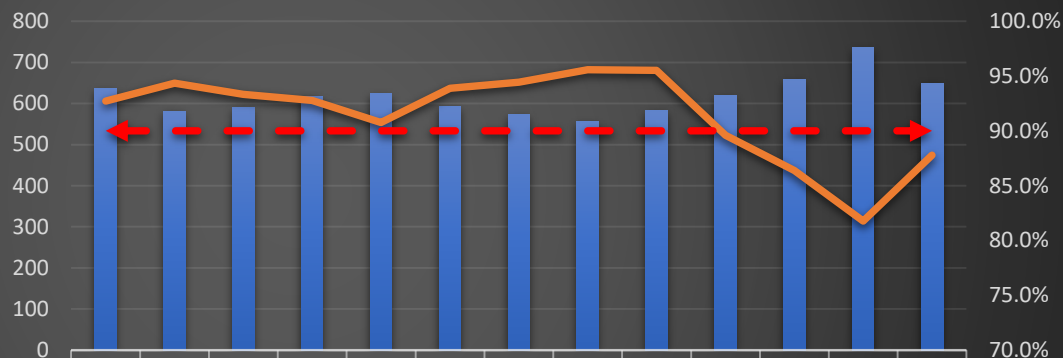


### Call Answering Time from Primary PSAP

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

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

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



Average Calls per 24-hr Period	636	582	590	617	624	593	573	557	582	619	658	737	650
% of Calls Picked up in Target Time (10 sec. or less)	92.7%	94.4%	93.4%	92.8%	90.8%	93.9%	94.44%	95.6%	95.5%	89.6%	86.4%	81.8%	87.8%
90% Target													

#### Emergency Call Processing

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

#### EMS Call Processing

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



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

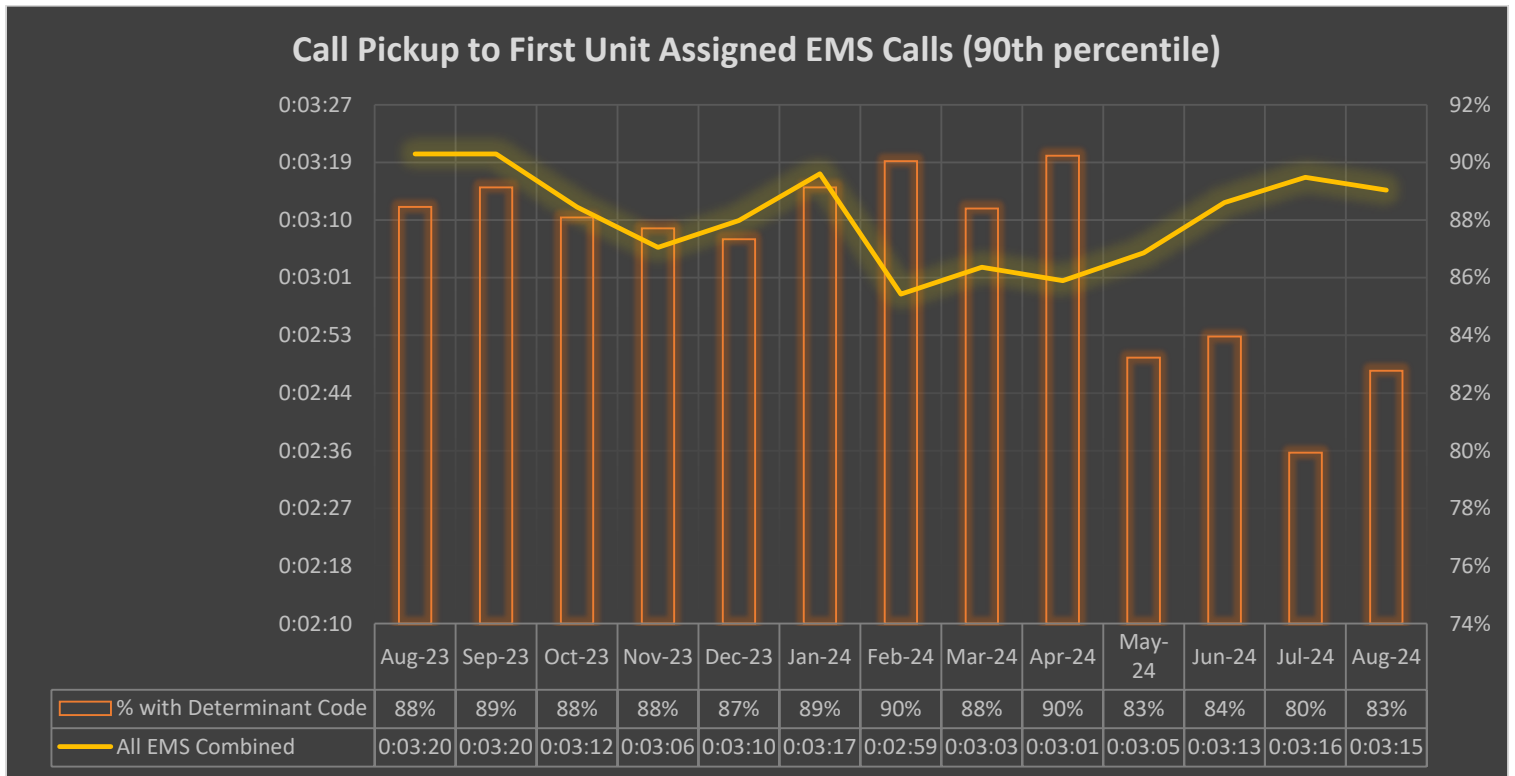


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

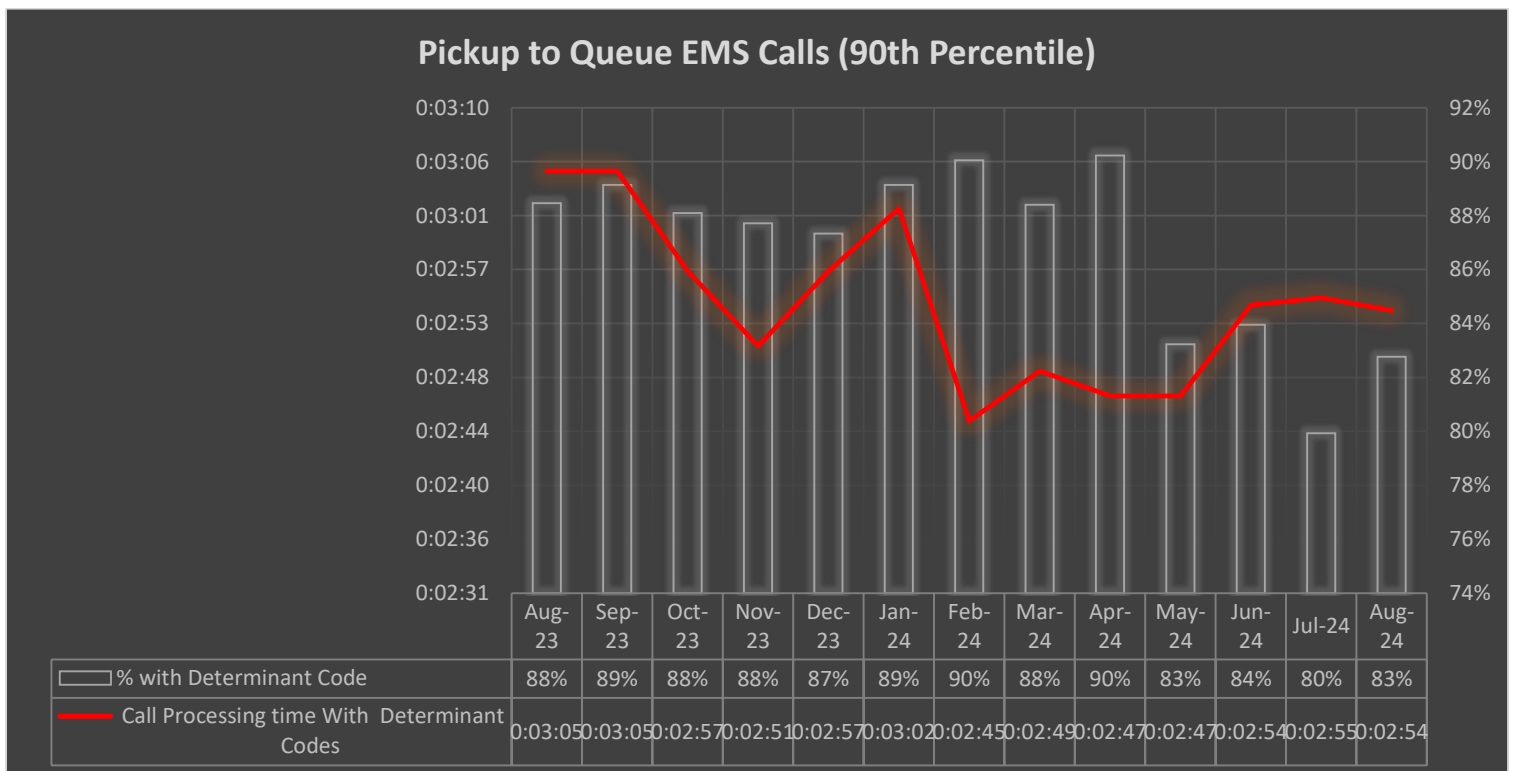


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

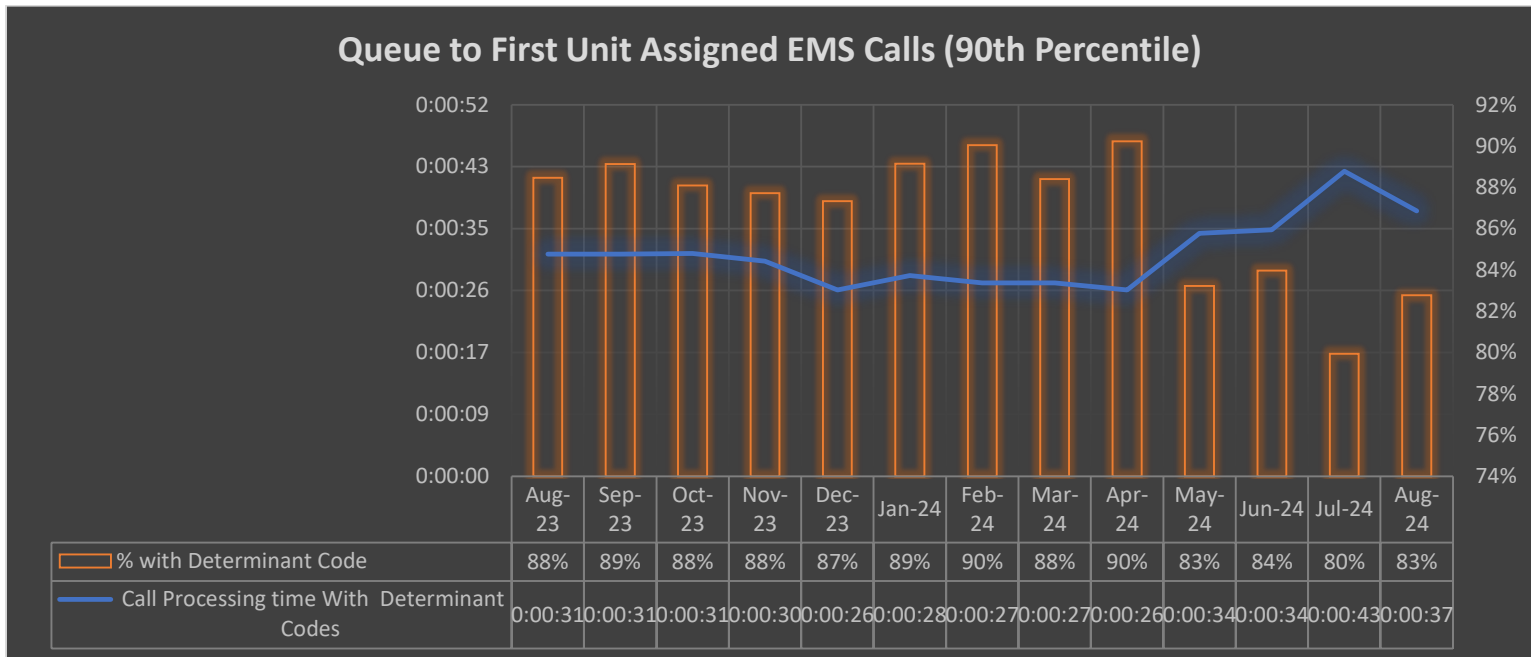
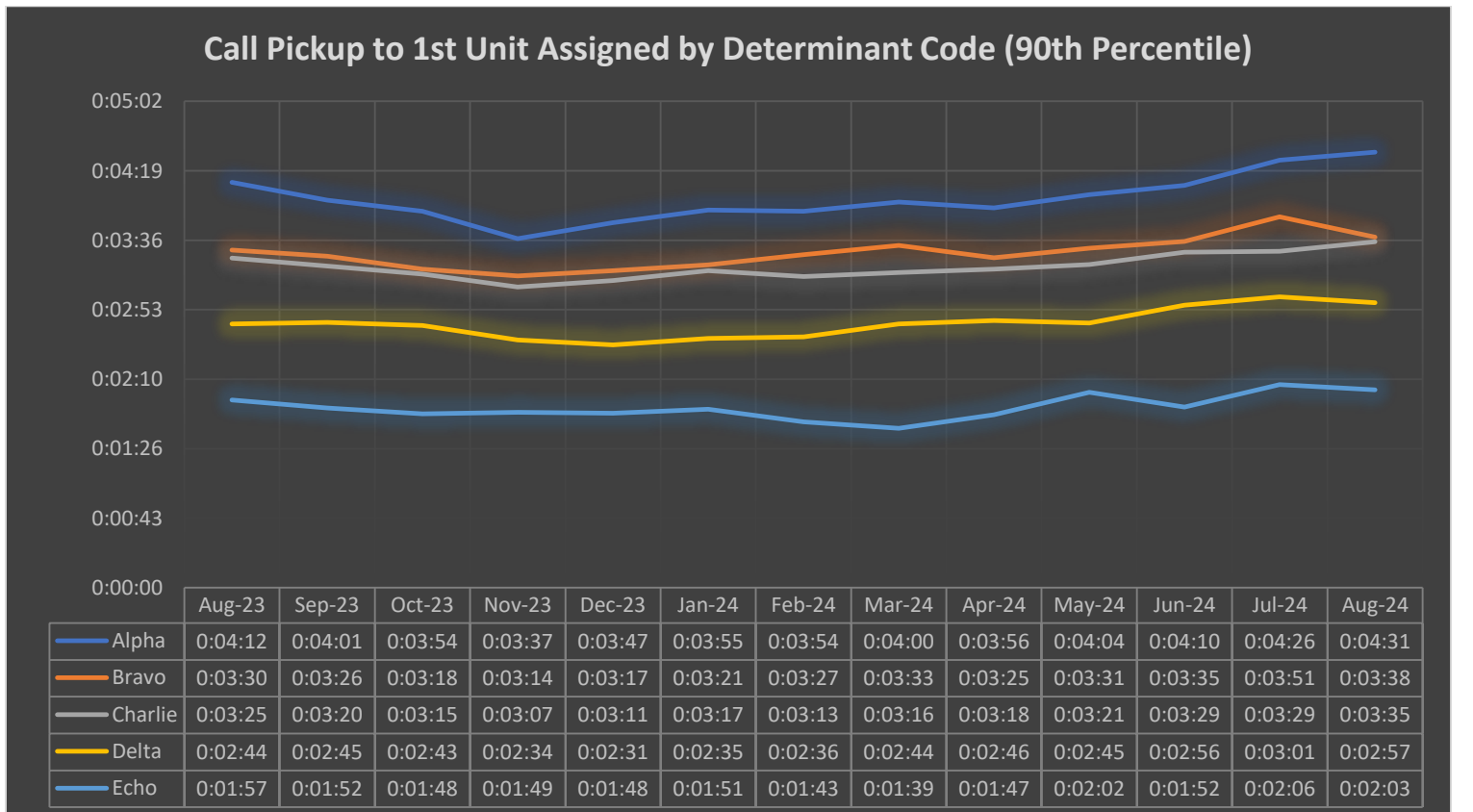


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



### Fire/Rescue Related Calls

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

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

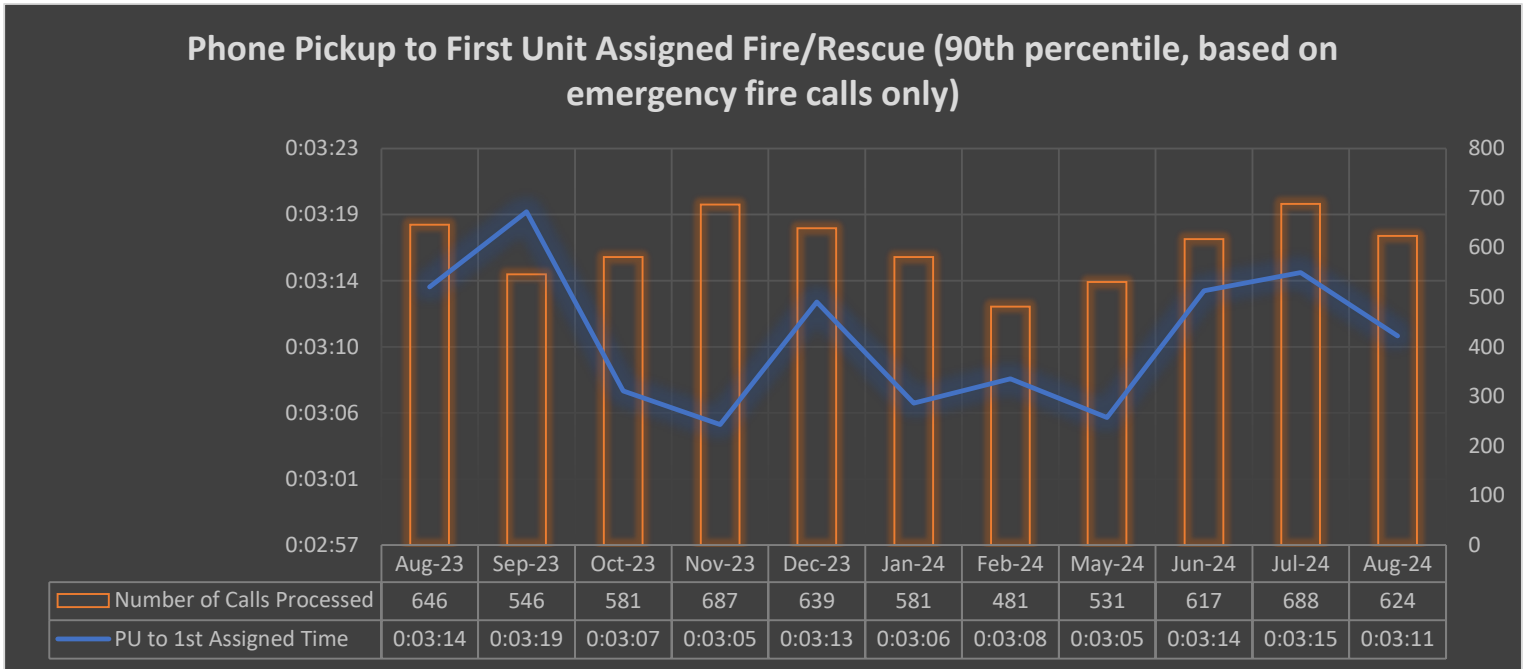


Figure 8: Fire/Rescue Call Pickup to Queue.

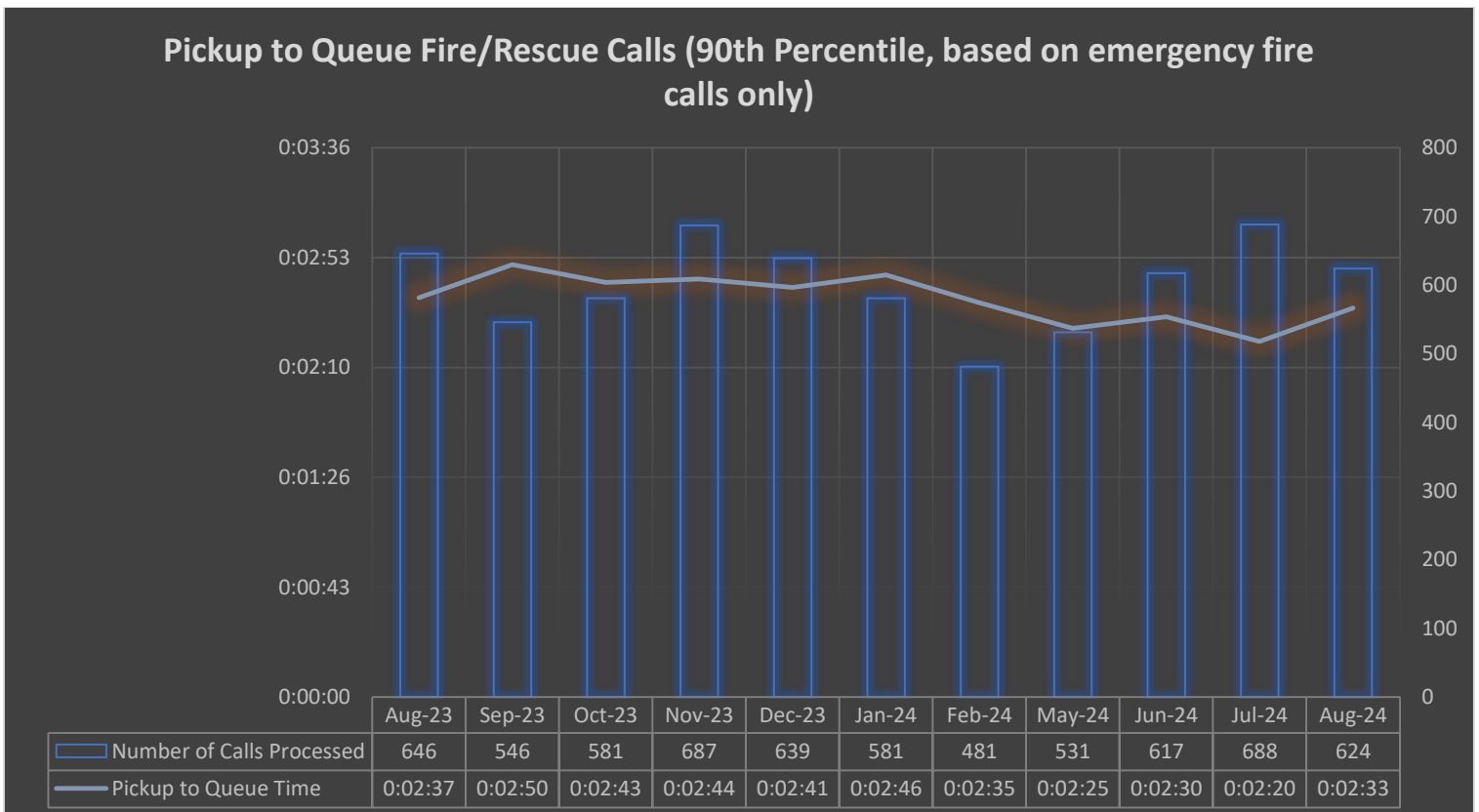
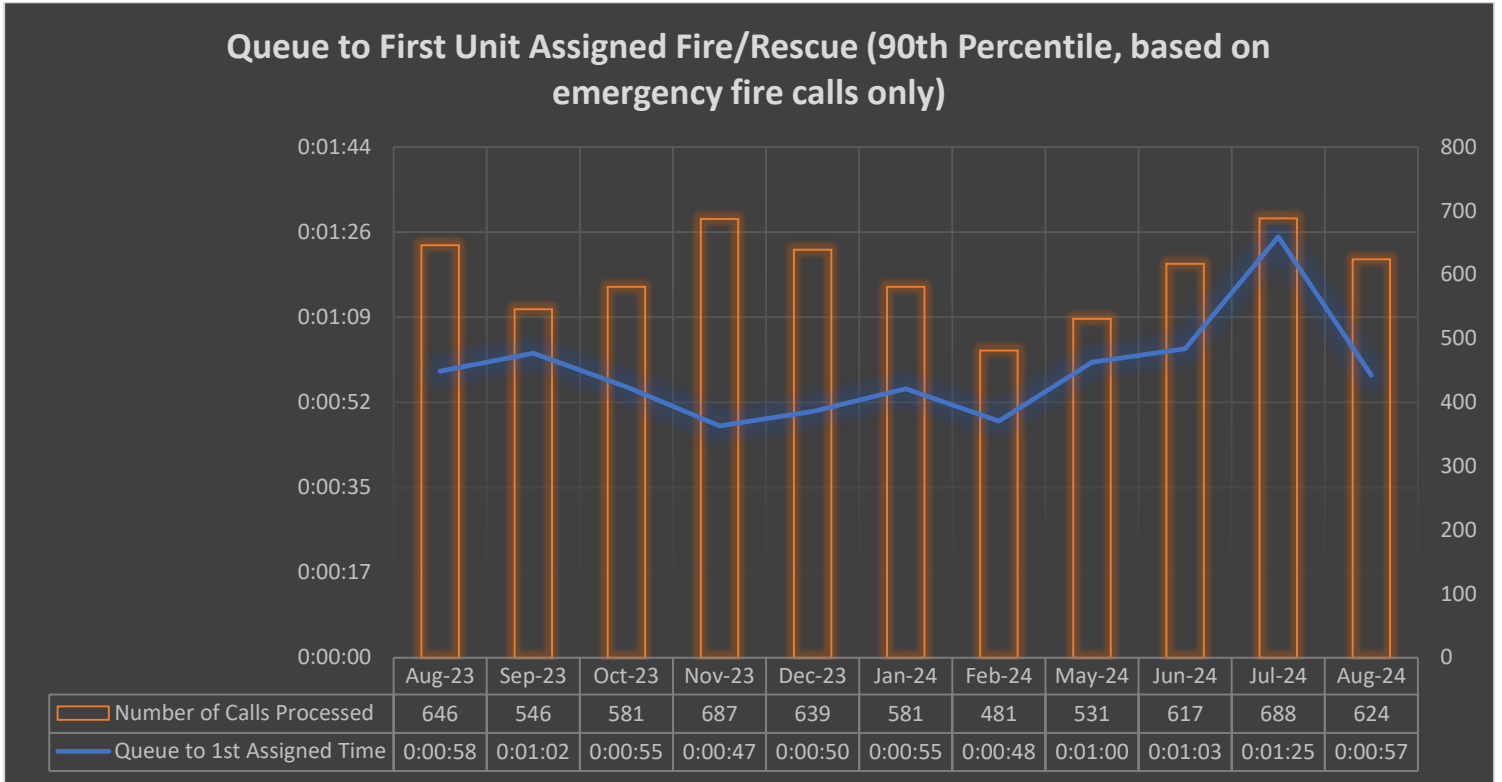


Figure 9: Fire/Rescue Queue to First Unit Assigned.



# CONFIRE ECNS Analysis

## August 2024



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

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

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

Total Emergency EMS Calls Processed	18,363
Total EMS Calls with Obtainable Determinant Code	14,508
Total EMS Calls (EMD Obtainable) with Determinant Code	11,971
% of EMS Calls with Determinant Code	82.5%

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

Total Calls Eligible for ECNS:	1,467
% of EMS calls with Determinant Code Eligible for ECNS	12%
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	685
% of Eligible EMS Calls Transferred to ECNS	43.6%
% of Total EMS Calls Transferred to ECN6	3.7%

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

Incoming Calls to Emergency Communications Nurse (ECN) Nurse		
	Total ECNS Transfers	685
	Transferred via CAD Service (did not connect with ECN)	20
	Calls Aborted (Hangups, disconnects)	101
	Total Calls received and completed by ECN	564
Status in ECN Call Center		
	ECN returned call for Emergency Transport	161
	Patient had no alternative means of transport (Returned for non-emergency transport)	290
Ambulance Transport Status		
	Total calls to reach ECN that resulted in an ambulance response	439
	% of total calls to reach ECN that resulted in ambulance response	77.8%
	Total ambulance responses that resulted in a transport	238
	% of response with transport	54%
	Number of ECNS who received ECN direction and did not transport by ambulance.	113

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



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

Call Type	Total Calls in LowCode	Total LowCode calls referred back for a Response	Total Responses with Transport	Call Type as % of Total Transports
SICK-A8	77	70	54	14%
SICK-O1	38	32	19	5%
BACK-A1	45	42	37	10%
SICK-A2	28	22	14	4%
ABD-A1	20	17	15	4%
SICK-A3	43	37	28	8%
SICK-A11	26	20	18	5%
TRAUMA-A3	25	24	18	5%
TRAUMA-A3	25	24	18	5%
SICK-A4	19	18	14	4%
FALL-A3	26	24	23	6%
FALL-A2	24	22	18	5%
SOB - Shortness of Breath	12	12	10	3%
DIA-O1	15	11	8	2%
CHOKO-O1	14	6	3	1%
PS - Public Service	15	15	4	1%
CP - Chest Pains	11	11	11	3%
TRAUMA-A2	19	13	9	2%
TRAUMA-A2	19	13	9	2%
DIA-A1	6	6	4	1%
UNC - Unconscious Person	11	11	10	3%
UNC - Unconscious Person	11	11	10	3%
FALL-O1	13	12	8	2%
HEAD-O1	8	5	2	1%
SICK-A6	6	6	5	1%

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

Point of Care Selected by ECN	# of patients	% of all care recommendations given
Seek Emergency Care as Soon as Possible	223	42.5%
Seek Face to Face Care within 1-4 Hours	102	19.4%
Emergency Response	160	30.5%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	14	2.7%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	8	1.5%
Schedule a Routine Appointment with a Doctor/Health Care Professional	7	1.3%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	5	1.0%
Self-Care	5	1.0%
Contact Poison Control or Local Pharmacist	1	0.2%

\*This represents recommended care given by the ECN. The ECNS program does not have a mechanism to follow up on whether callers follow through with the recommendations. Also, the numbers in this table includes callers who were provided a recommendation that did not require ambulance transport, but received that transport anyway due to lack of alternative transportation (see table 3 for detail).

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

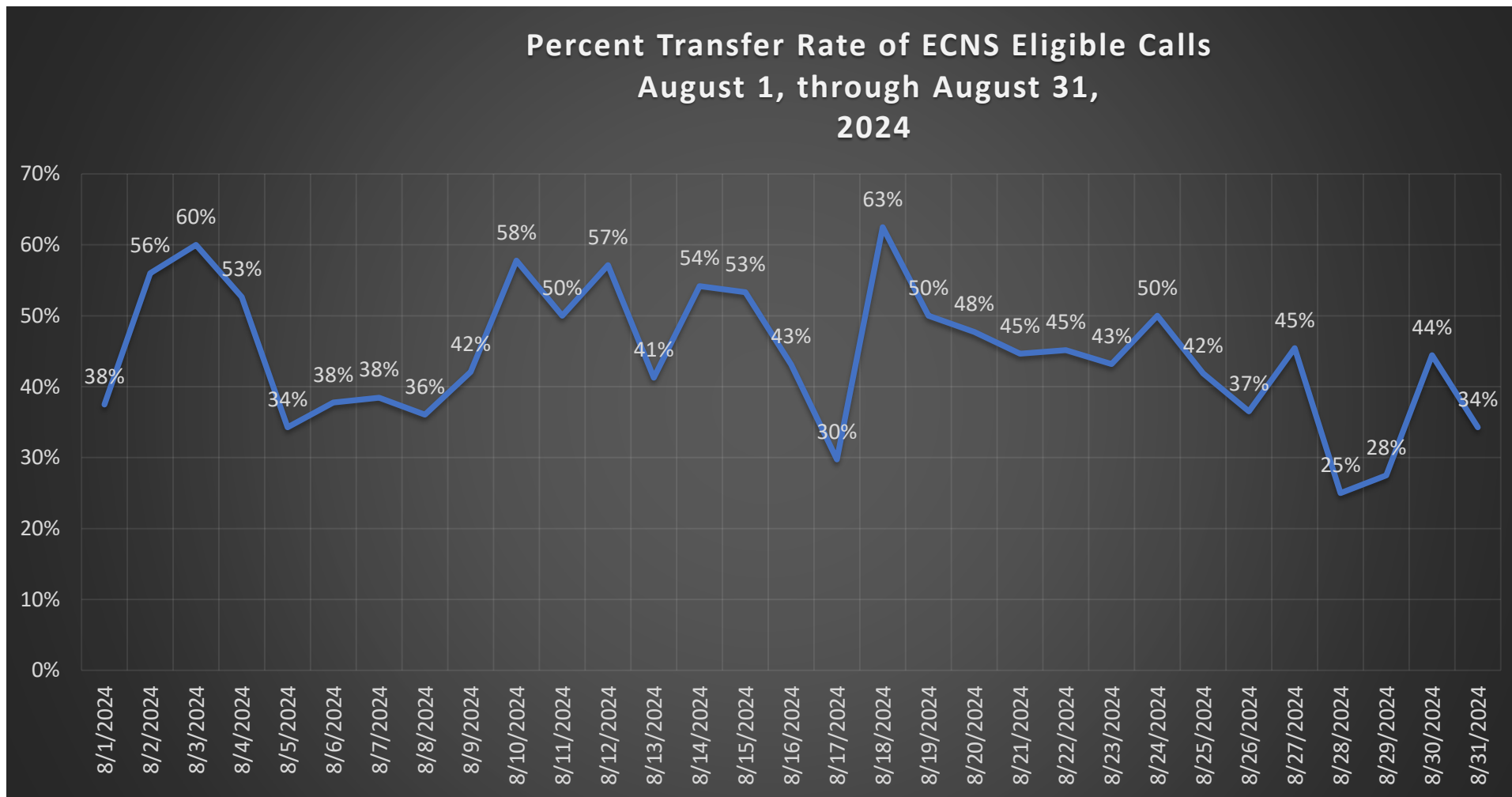


Figure 2: Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

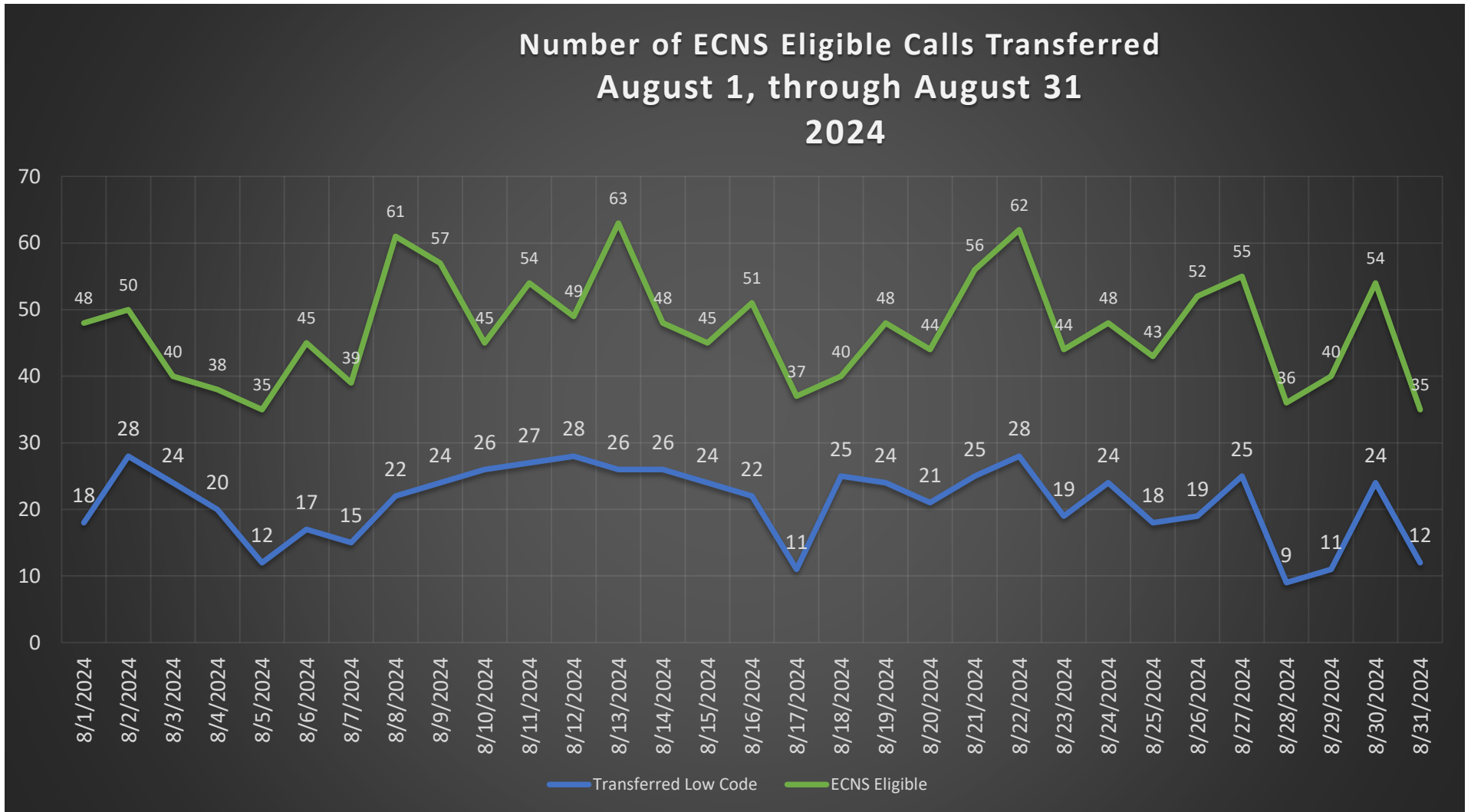


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.

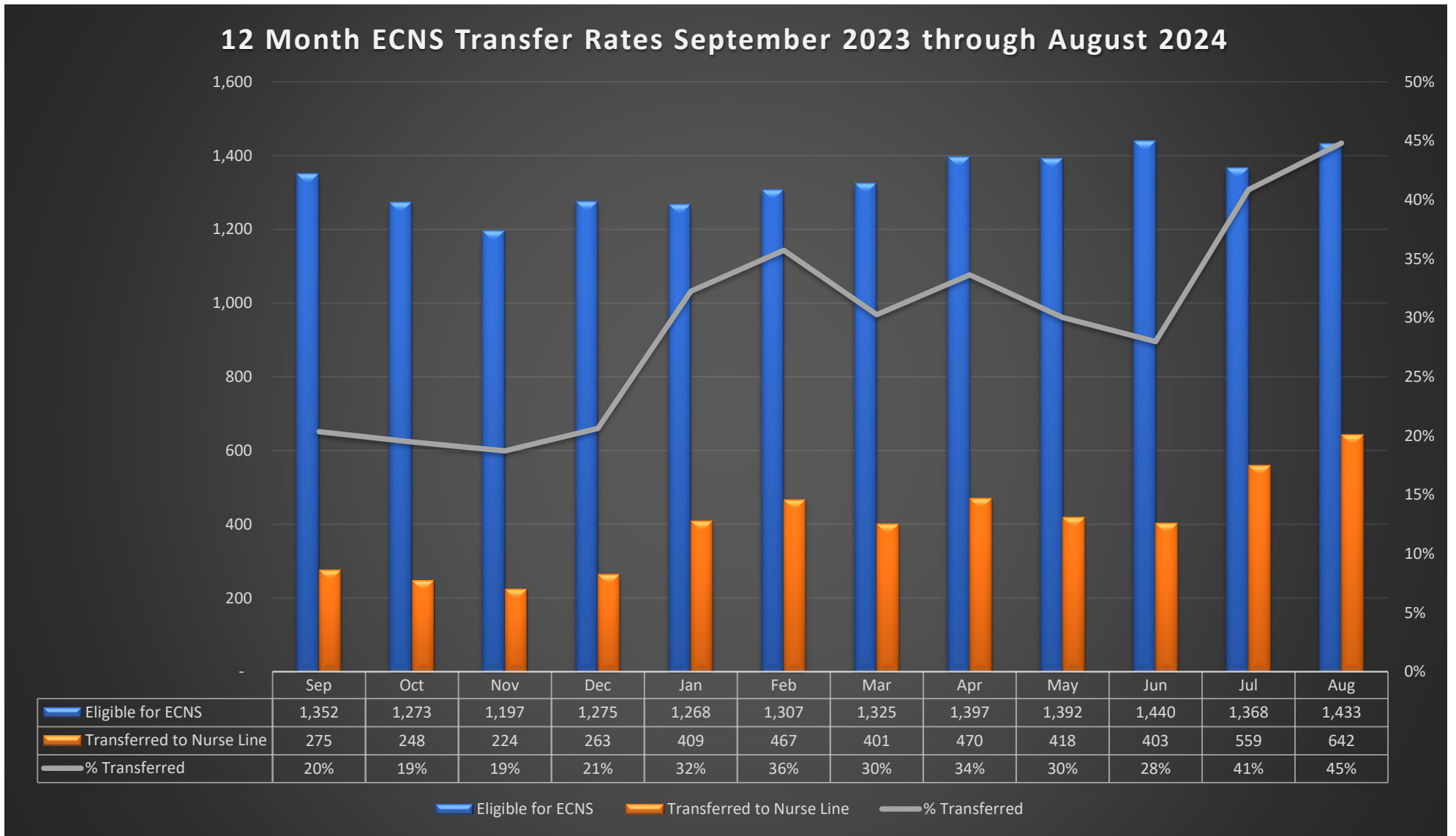
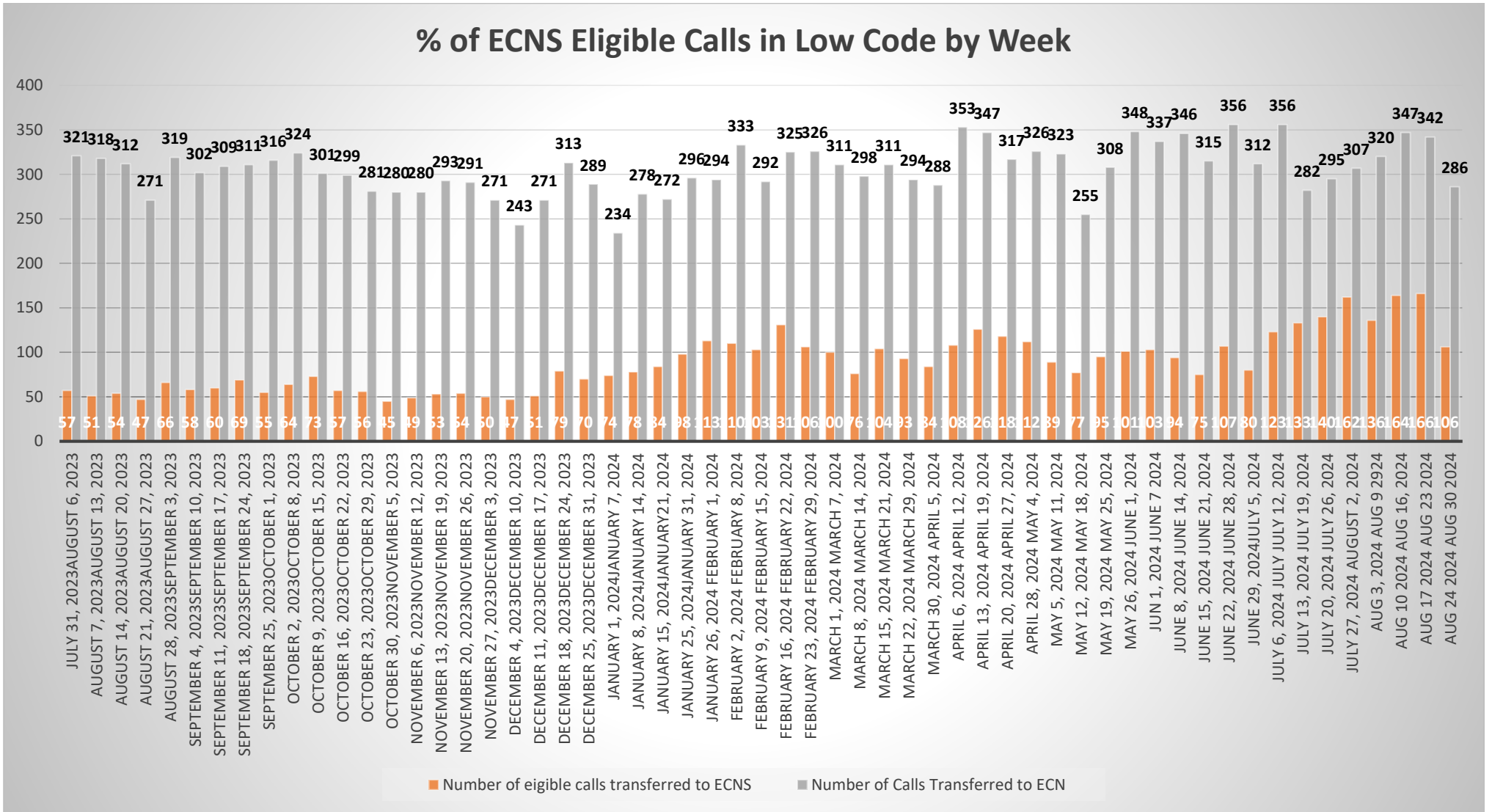


Figure 4: Number of eligible ECNS calls and rates of transfer from August 2023 through August 2024.



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

August 2024

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

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

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

Disposition Text from CAD	Number of Calls	% of Total Eligible Calls Not Sent to LowCode
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff at CONFIRE and REMSA or hold music on transfer (Sup Approval)	544	67.7%
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staffing or hold music on transfer	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: INABILITY TO INTERROGATE PT= Inability to talk, belligerent, RP not at same location	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	84	10.4%
*Call Taker decided to not send incident to LowCode, with reason: PT COMPLETE IMMOBILITY= Cannot move, bedridden or on the ground unable to get up	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: PT IN PUBLIC PLACE= PT is in an area where large crowds are gathering (i.e. sports complex)	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: QUICK LAUNCH= CPR, UNC, CP, SOB, CVA	120	14.9%
*Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	19	2.4%
*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= PT is a minor at school or NO adult on scene	18	2.2%

*Call Taker decided to not send incident to LowCode, with reason: TEST/REOPENED CALL= Test or reopened call	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= Staff requesting 911 or PT directed by medical facility to call 911	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= RP is a child caller <16 or RP is a minor calling for minor PT	0	0.0%
* Call Taker decided to not send incident to LowCode, with reason: PUBLIC SERVICE= A public service has been dispatched	0	0.0%
* Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	19	2.4%



**CONFIRE****STAFF REPORT****DATE: September 24, 2024****FROM: Nathan Cooke  
Interim Director****TO: Board of Directors**

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**SUBJECT: Valley Communications Center Lease Agreement**

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**Recommendation**

Authorize the Interim Director to approve and execute the lease agreement between the County of San Bernardino and CONFIRE, for the Valley Communications Center (VCC).

**Background Information**

The BOD previously authorized the Interim Director to initiate negotiations for the VCC with the County of San Bernardino. The BOD also previously gave direction to CONFIRE staff to study the options and feasibility for a new Communications Center.

In March of 2022, CTA Consultants released their “CONFIRE Alternatives Analysis Report”, which recommended that CONFIRE enter into a lease agreement with the County of San Bernardino for use of their new VCC located in the city of San Bernardino. As a result of the recommendations from CTA and the BOD, the Interim Director has successfully negotiated a fair and equitable 20-year lease agreement for use of the new state of the art facility which includes the following enhancements:

- The VCC will comprise of CONFIRE, San Bernardino County Sherriff’s Valley Dispatch Center, San Bernardino County Office of Emergency Services, the County Emergency Operations Center (EOC) and ICEMA, creating a centralized hub during major incidents.
- It is a state-of-the-art Communications facility that is equipped with the latest in technology and ergonomics upgrades and as is built on 33 isolators supporting the building, making it resistant to earthquakes.
- It will be fully self-sufficient in the event of a disaster. It will include a back-up water system, redundant generation systems, and technological redundancies to facilitate continual operations for up to three days if it were to be cut off from outside services.

The highlights of the lease agreement include the following terms:

- 20-year lease term, with a (1) 5-year option to extend
- **\$3,000,000** down payment
- Exclusive use of **18,652** square feet (office space and dispatch floor space)
- **\$0.91** per sq foot which includes all utilities, janitorial services, landscape services, and security services (\$16,974 per month)
- **2%** fixed annual escalator for all office and dispatch floor space square footage
- Exclusive use of 9 racks (used for radios, hardware, cabling, computers, and servers etc.) at **\$793** each per month (totaling \$7,133 per month)
- **3%** fixed annual escalator for all rack space

As a result of the VCC lease agreement, CONFRE will be able to centrally locate our Valley Communications staff and our MIS staff in the same facility, thereby creating a more efficient and effective workforce. CONFIRE will increase our current square footage in Rialto from 5,270 square feet to 18,652 square feet, thereby providing ample space for future growth.

The projected move in date of the VCC will be the fourth quarter of 2025. Once we move into the new VCC, CONFIRE will vacate the Rialto dispatch facility that currently houses our dispatch floor, admin offices, and training room. At that same time, we will also relocate our MIS staff to the VCC and vacate Rialto Fire Station-204. Our Desert Dispatch Center (at the High Desert Government Center) will continue to serve as a primary “Secondary Public Safety Answering Point” (PSAP), along with the new VCC.

### **Fiscal Impact**

The \$3,000,000 down payment will be paid out of General Reserve Fund 5010. The BOD previously earmarked these funds for this purpose.

The monthly lease payments for the office space and rack space will be paid out of Operations Fund 5008.

It is estimated that the costs for the first year will be \$289,266. The current annual costs for the Rialto dispatch facility and Fire Station-204 are \$114,971. The annual increase will be \$174,295. This increase will be offset by the new revenue that will be coming in from the EMS Fund 5020.

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



Contract Number

\_\_\_\_\_

SAP Number

\_\_\_\_\_

### Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Consolidated Fire Agencies
<b>Contractor Representative</b>	Nathan Cooke
<b>Telephone Number</b>	<b>909-356-2377</b>
<b>Contract Term</b>	Projected 6/1/2028 – 5/31/2047
<b>Original Contract Amount</b>	0.00
<b>Amendment Amount</b>	0.00
<b>Total Contract Amount</b>	\$10,028,391.31
<b>Cost Center</b>	7810001000
<b>GRC/PROJ/JOB No.</b>	_____
<b>Internal Order No.</b>	_____

**Briefly describe the general nature of the contract:**

This Lease Agreement is for a period of twenty (20) years with one (1) five-year option to extend the term of the lease. Leased premises consist of approximately 18,652 square feet of office space within a portion of the County-owned Valley Communication Center to be located on APN's 027926117 (portion), 027927120 (portion), 027927117 (portion), and 027927116 (portion) in San Bernardino. County shall provide all interior and exterior maintenance, subject to reimbursement by TENANT in accordance with the Lease. CONFIRE agrees to make a one-time \$3,000,000 prepayment to the County, prior to occupying the premises.

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► SEE SIGNATURE PAGE. John Tubbs II, Deputy County Counsel	► _____	► _____ Lyle Ballard, Real Property Manager, RESD
Date _____	Date _____	Date _____

**SAN BERNARDINO COUNTY**

**LEASE AGREEMENT**

**TENANT:** Consolidated Fire Agencies  
1743 W. Miro Way  
Rialto, CA. 92376

**COUNTY:** San Bernardino County  
Real Estate Services Department  
385 N. Arrowhead Avenue, Third Floor  
San Bernardino, Ca. 92415

**PREMISES:** Approximately 18,652 square feet located in the Valley  
Communication Center development on APN#'s 027926117  
(portion), 027927120 (portion), 027927117 (portion), and 027927116  
(portion).

**TERM OF LEASE:** Twenty (20) years

**OPTIONS:** One (1) five-year option to extend the terms

**COMMENCEMENT DATE OF LEASE:** Both parties agree on substantial completion of  
County improvements.

**REVENUE PER YEAR:** \$289,265.52

**COUNTY CONTRACT NUMBER:**

**DOCUMENT REVISION DATE:** July/2024

**DATE TYPED:** \_\_\_\_\_

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EXHIBIT "A" – Premises  
EXHIBIT "B" – LIST OF FORMER COUNTY OFFICIALS

## LEASE AGREEMENT

1. **PARTIES:** This lease is made between San Bernardino County ("COUNTY") as landlord, and Consolidated Fire Agencies ("TENANT") as tenant, who agree on the terms and conditions set forth in this Lease.

2. **PREMISES LEASED:** COUNTY leases to TENANT and TENANT leases from COUNTY approximately 18,652 square feet of office space within a portion of the County-owned Valley Communication Center to be located on APN#'s 027926117 (portion), 027927120 (portion), 027927117 (portion), and 027927116 (portion) in San Bernardino ("Property"), as the Premises is shown in Exhibit "A", Premises Depiction. Along with the Premises, TENANT shall have non-exclusive, shared use of the parking spaces, and eight (8) communication rack spaces located at the Property.

3. **TERM:** This lease shall commence on the date COUNTY has received Certificate of Occupancy and continue thereafter twenty (20) years after the commencement date (Term). In the event the Term commences prior to the date specified for the commencement of the Term as a result of COUNTY making the Premises available and TENANT's written acceptance of early possession of the Premises, the ending date of the Term shall remain the same. Rent for any partial month shall be prorated based on the actual number of days in the month.

4. **RENT:**

a. TENANT shall pay to COUNTY monthly rent for office and rack space in advance on the first day of each month on the Commencement Date, and continuing the first day each month of the duration of the initial term as more specifically provided here and below:

(i) Sixteen Thousand Nine Hundred Seventy-Three and 32/100 Dollars (\$16,973.32) for Office Space; and,

(ii) Seven Thousand One Hundred Thirty-Two and 14/100 Dollars (\$7,132.14) for nine (9) communication rack space(s).

- a. Rack space is determined by \$792.46 per rack space and subject to annual increases as provided in Paragraph 4.c.(ii).
- b. TENANT to provide COUNTY with a 30-Day notice of any changes to the number of rack space(s) used.
- c. Rack space rent shall be adjusted by the total number of rack space multiplied by the per rack space rent indicated in this Paragraph 4.a.(ii).

All rent for the initial term shall be paid to COUNTY at the address to which notices to County are given. COUNTY and TENANT agree that the monthly rent as set forth in this Paragraph 4.a. includes rent for the Premises and use of the parking spaces at the Property on a non-exclusive, shared basis.

b. TENANT agrees to make a one-time lump sum payment of \$3,000,000 due upon the Commencement Date as a rent contribution in support of the agreed rental rate in this Paragraph 4. RENT; (a).

c. The monthly rent set forth in Paragraph 4.a. shall be subject to an increase on each anniversary of the Commencement Date during the initial term as more specifically provided here and below:

(i) Office Space; 2% over the monthly rent due immediately prior to each such anniversary date.

(ii) Communication rack space; 3% over the monthly rent due immediately prior to each such anniversary date.

d. If any rent or any other sums due to the COUNTY is not paid when due and payable, TENANT shall pay to COUNTY an additional Fifty and 00/100 Dollars (\$50.00) for each rent or other sums due to COUNTY as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by TENANT. Acceptance of any late charge shall not constitute a waiver of TENANT's default with respect to the overdue rent or other sums due or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. Rent and other sums not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month."

5. **OPTION TO EXTEND TERM:** COUNTY gives TENANT the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for one (1) five-year period ("extended terms") following expiration of the initial term, by TENANT giving notice of its intention to exercise the option to COUNTY at least six (6) months prior to the expiration of the initial term or the then current term. The rent for the extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

6. **RETURN OF PREMISES:** The TENANT agrees that it will, upon any termination of this lease, return the Premises in as good condition and repair as the Premises now are or shall hereafter be put; reasonable wear and tear excepted.

7. **TAXES:** TENANT shall pay before delinquency any and all property taxes, assessments, fees, or charges, including possessory interest taxes, which may be levied or assessed upon any personal property, improvements or fixtures installed or belonging to TENANT and located within the Premises. TENANT shall also pay all license or permit fees necessary or required by law for the conduct of its operation. TENANT recognizes and understands that this lease may create a possessory interest subject to property taxation and that TENANT may be subject to the payment of property taxes levied on such interest.

8. **USE:** TENANT shall occupy and use the Premises during the initial term and any extensions hereof for the purpose of emergency dispatching and other ancillary operations by TENANT.

9. **HOLDING OVER:** If the TENANT continues in possession of the Premises after the expiration of the Term or after any termination of this lease prior to the expiration of the Term, and if said occupancy is with the express consent of the COUNTY at its sole discretion, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including the monthly rent, as existed and prevailed at the time of the expiration of the term of this Lease, and either party shall have the right to terminate the Lease on not less than thirty (30) days prior written notice.



10. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:** COUNTY shall ensure the Premises meet the applicable requirements of the Health, Safety, Fire and Building Codes, including any requirements for a notice of completion, certificate of occupancy and the Americans with Disabilities Act ("ADA"). Should the continued occupancy of the leased Premises be in any way prejudiced or prevented due to changes in the ADA or the Health, Safety or Fire Codes, the TENANT herein shall correct, update and comply with said changes at TENANT's cost.

11. **SIGNS:** TENANT will display from the windows and/or marquee of the Premises only such sign or signs as are not prohibited by law, and which are approved by COUNTY.

12. **MAINTENANCE:**

a. COUNTY at its cost shall maintain in good condition all portions of the Premises, including but not limited to the following:

(1) The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof;

(2) The electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;

(3) Window frames, gutters, and downspouts on the building and other improvements that are a part of the Premises;

(4) Air conditioner, heating and ventilating systems servicing the Premises (additionally, air conditioning and heating filters are to be changed quarterly);

(5) The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora, and;

(6) Interior maintenance and janitorial services.

b. TENANT at its cost shall repair the Premises if they are damaged by any act of TENANT or its staff, employees, authorized representatives, and its vendors.

c. TENANT shall have ten (10) days after notice from COUNTY to perform its obligation under this paragraph, except that TENANT shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency. Provided, however, if the nature and/or extent of TENANT's obligation is such that more than ten (10) days are reasonably required to complete, then TENANT shall not be in default if TENANT commences its obligation within said ten (10) day period and thereafter diligently prosecutes its obligation to completion. If TENANT does not perform its obligations within the time limitations in this paragraph, COUNTY after notice to TENANT can perform the obligations and have the right to be reimbursed for the sum it actually and reasonably expends (including charges for COUNTY employees and equipment) in the performance of TENANT's obligations. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within five (5) days after the oral notice or demand is made. Such confirmation shall be made as provided in **Paragraph 20, NOTICES.**

13. **ALTERATIONS:** TENANT shall not make any structural or exterior improvements or alterations to the Premises without the COUNTY's consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease.

14. **FIXTURES:** TENANT shall have the right during the Term(s) of this lease to install shelving and fixtures, and make interior, non-structural improvements or alterations in the Premises. Such shelving, fixtures, improvements, and alterations shall remain the property of the TENANT and may be removed by the TENANT during the Term(s) of this lease or within a reasonable time thereafter, provided that the TENANT restores the Premises to the condition as it existed at the commencement of this lease, reasonable wear and tear excluded, or the TENANT in its sole discretion may elect to surrender all or any part of such shelving, fixture, improvements and alterations to the COUNTY, in which case TENANT shall have no duty to restore the Premises. Any such election to surrender must be in writing and accepted by COUNTY to be effective.

15. **UTILITIES:** COUNTY shall furnish to the Premises and pay all service charges and related taxes for water, trash, sewer and all other utilities. The TENANT shall furnish and pay for its own telephone service.

16. **INDEMNIFICATION:** The TENANT 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 contract 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 TENANT'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 Civic Code Section 2782.

17. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

a. COUNTY is a public entity and is self-insured.

b. The TENANT agrees to provide insurance set forth in accordance with the requirements herein. If the TENANT uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the TENANT agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the lease hereunder.

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

(1) **Workers' Compensation/Employers 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 TENANT and all risks to such persons under this lease agreement.

If TENANT has no employees, it may certify or warrant to the COUNTY that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the COUNTY’s Director of Risk Management.

If TENANT is a non-profit corporation, organized under California or Federal law, volunteers for TENANT are required to be covered by Workers’ Compensation insurance.

(2) Commercial/General Liability Insurance – The TENANT shall carry General Liability Insurance covering all operations performed by or on behalf of the TENANT 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) Personal injury
- (e) Contractual liability.
- (f) \$2,000,000 general aggregate limit.

(3) Commercial Property Insurance providing all risk coverage for the leased premises, building, fixtures, equipment and all property constituting a part of the premises. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

(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.

(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.

c. Additional Insured – All policies, except for the Workers’ Compensation, shall contain endorsements naming the COUNTY and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the use under this lease hereunder. 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.

d. Waiver of Subrogation Rights – The TENANT shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the TENANT and TENANT’s employees or agents from

waiving the right of subrogation prior to a loss or claim. The TENANT hereby waives all rights of subrogation against the COUNTY.

e. 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.

f. Severability of Interests – The TENANT 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 TENANT and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

g. Proof of Coverage – The TENANT shall furnish Certificates of Insurance to the San Bernardino County Real Estate Services Department (RESA) administering the lease evidencing the insurance coverage, including endorsements, as required, 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 RESA, and TENANT shall maintain such insurance from the time TENANT commences use under the lease hereunder until the end of the period of the lease. Within fifteen (15) days of the commencement of this contract, the TENANT 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. 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”.

i. Insurance Review – Insurance requirements are subject to periodic review by the COUNTY. The COUNTY’s Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the COUNTY’s Department of 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, the COUNTY’s 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 lease. TENANT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of RESA 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 RESA or the COUNTY.

j. Failure to Procure Insurance. All insurance required must be maintained in force at all times by TENANT. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all TENANT’s business activities on the Premises. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this agreement, 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 TENANT to COUNTY upon demand but only for the pro rata period of non-compliance.

k. 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 TENANT in TENANT's operations.

l. The TENANT agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of this lease to provide insurance covering such use with the basic requirements 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.

18. **DESTRUCTION OF PREMISES:**

a. If during the Term of this lease, any casualty renders twenty-five percent (25%) or less of the floor space of the leased Premises unusable for the purpose intended, COUNTY shall commence restoration of the Premises within sixty (60) days of notice of the casualty and shall thereafter complete restoration of the Premises within a reasonable time. If COUNTY does not commence the restoration obligations of this subparagraph within the time limitation set forth, TENANT may thereafter terminate this lease by written notice to COUNTY at any time prior to COUNTY commencing restoration.

b. If during the Term of this lease, any casualty renders more than twenty-five percent (25%) but less than fifty percent (50%) of the floor space of the leased Premises unusable for the purpose intended, COUNTY, in its sole discretion, may either commence restoration of the Premises within ninety (90) days of notice of the casualty and shall thereafter complete restoration of the Premises within a reasonable time, or COUNTY may terminate this lease by written notice to TENANT. If COUNTY does not commence the restoration obligations of this subparagraph within the time limitation set forth, TENANT may thereafter terminate this lease by written notice to COUNTY at any time prior to COUNTY commencing restoration.

c. If during the Term of the lease, any casualty renders fifty percent (50%) or more of the floor space of the leased Premises unusable for the purpose intended, this lease shall be terminated as of the date of the casualty. If the lease is terminated pursuant to this subparagraph, TENANT shall have a reasonable time to vacate the Premises and shall not be required to pay rent during the reasonable time required to vacate the Premises.

d. In the event there is a destruction of a portion of the leased Premises as set out in paragraphs "A" or "B" above, there shall be an abatement or reduction of the rent between the date of destruction and the date of completion of restoration or the date of termination of this lease, whichever comes first. The abatement or reduction of the rent shall be in the percentage as the percentage of unusable floor space. Unusable floor space for the purpose of calculating the percentage of rent abatement or reduction shall include not only that floor space which is rendered unusable for the purpose intended by the casualty itself, but any additional floor space which is not usable for the purpose intended because of restoration or similar activities.

e. In the event there is a destruction of a portion of the leased Premises as set out in paragraphs "A" or "B" above, and the lease is not terminated because of such destruction, TENANT agrees to pay to COUNTY any and all insurance proceeds received for said destruction for COUNTY use in the restoration of the Premises.

f. In the event COUNTY is required to restore the Premises as provided in this paragraph, COUNTY shall restore, at its expense, any structural or exterior improvements or alterations to the Premises made by TENANT pursuant to **Paragraph 13, ALTERATIONS**, of this lease, but shall not have to restore any shelving, fixtures, or interior nonstructural improvements or alteration made by the TENANT pursuant to **Paragraph 14, FIXTURES**, of this lease.

g. It is the purpose and intent of this paragraph to determine who shall bear the initial responsibility for restoration of the Premises in the event of any such destruction and not to determine the party responsible for the ultimate costs of such restoration.

19. **COUNTY'S ACCESS TO PREMISES:** COUNTY and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition;
- b. To do any necessary maintenance and to make any restoration to the Premises that COUNTY has the right or obligation to perform.
- c. To serve, post, or keep posted any notices required by law;
- d. To post "for sale" signs at any time during the Term, to post "for rent" or "for lease" signs during the last three (3) months of the Term, and;
- e. To show the Premises to prospective brokers, agents, buyers, tenants, lenders or persons interested in an exchange, at any time during the Term.

COUNTY shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to TENANT.

20. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person, including notices under the California unlawful detainer statutes, shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

TENANT's address: Consolidated Fire Agencies  
 1743 W. Miro Way  
 Rialto, CA. 92376

COUNTY's address: San Bernardino County  
 Real Estate Services Department  
 385 North Arrowhead Avenue, Third Floor  
 San Bernardino, CA 92415

21. **INCORPORATION OF PRIOR AGREEMENT:** This lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

22. **WAIVERS:** No waiver by either party of any provisions of this lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.
23. **AMENDMENTS:** No provision of this lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this lease.
24. **SUCCESSORS:** This lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
25. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this lease or any other portion thereof.
26. **TIME OF ESSENCE:** Time is of the essence of each provision of this lease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.
27. **QUIET ENJOYMENT:** Subject to the provisions of this Lease and conditioned upon performance of all the provisions to be performed by TENANT hereunder, COUNTY shall secure to TENANT during the lease Term of this Lease the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.
28. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.
29. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold or delay such consent or approval.
30. **EXHIBITS:** All exhibits referred to are attached to this lease and incorporated by reference.
31. **LAW:** This lease shall be construed and interpreted in accordance with the laws of the State of California.
32. **RESERVED:**
33. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under **Paragraph 16, INDEMNIFICATION.**
34. **VENUE:** The parties acknowledge and agree that this lease was entered into and intended to be performed in the Superior Court of the State of California, County of San Bernardino, San Bernardino District. The parties agree that the venue for any action or claim brought by any party to this lease will be San Bernardino County. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this lease is brought by any

third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, County of San Bernardino, San Bernardino District.

35. **CAPTIONS, TABLE OF CONTENTS AND COVER PAGE:** The paragraph captions, table of contents and the cover page of this lease shall have no effect on its interpretations.

36. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the Term of this lease, will survive the termination of this lease.

37. **BROKER'S COMMISSIONS:** COUNTY and TENANT agree that neither party are being represented by real estate brokers and no commissions are owed for any transactions related to this lease.

38. **ESTOPPEL CERTIFICATES:** Each party within thirty (30) days after notice from the other party, shall execute and deliver to other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of minimum monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, and that there are no uncured defaults or specifying in reasonable detail the nature of any uncured default claimed. Failure to deliver the certificate within thirty (30) days shall be conclusive upon the party requesting the certificate and any successor to the party requesting the certificate, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate, and that there are no uncured defaults on the part of the party requesting the certificate. The estoppel certificate shall be in the form provided by San Bernardino County.

39. **RESERVED.**

40. **ASSIGNMENT AND SUBLETTING:**

a. TENANT shall not voluntarily assign or encumber its interest in this lease or in the Premises or any options contained in this lease or sublease, all or any part of the Premises, or allow any other person or entity (except TENANT's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining COUNTY's consent. Any assignment, encumbrance, or sublease without COUNTY's consent shall be voidable and, at COUNTY's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

(1) If TENANT is a partnership, a withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership, shall be deemed a voluntary assignment.

(2) If TENANT consists of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to any other shall be deemed a voluntary assignment.

(3) If TENANT is a corporation, any dissolution, merger, consolidation, or other reorganization of TENANT, or the sale or other transfer of a controlling percentage of the capital stock of TENANT, or the sale of more than fifty percent (50%) of the value of the assets of TENANT, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of TENANT's capital stock



issued, outstanding, and entitled to vote for the election of directors. This paragraph shall not apply to corporations the stock of which is traded through an exchange or over the counter.

b. TENANT immediately and irrevocably assigns to COUNTY, as security for TENANT's obligations under this lease, all rent from any subletting of all or a part of the Premises as permitted by this lease, and COUNTY, as assignee and as attorney-in-fact for TENANT, or a receiver for TENANT appointed on COUNTY's application, may collect such rent and apply it toward TENANT's obligations under this lease; except that, until the occurrence of an act of default by TENANT, TENANT shall have the right to collect such rent.

c. Fifty percent (50%) of all rent received by TENANT from its subtenants in excess of the rent payable by TENANT to COUNTY under this lease shall be paid to COUNTY, or fifty percent (50%) of any sums to be paid by an assignee to TENANT in consideration of the assignment of this lease or any option herein shall be paid to COUNTY.

d. No interest of TENANT in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

(1) If TENANT is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which TENANT is the bankrupt; or, if TENANT is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(2) If a writ of attachment or execution is levied on this lease;

(3) If, in any proceeding or action to which TENANT is a party, a receiver is appointed with authority to take possession of the Premises.

e. An involuntary assignment shall constitute a default by TENANT and COUNTY shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of TENANT, unless the involuntary assignment is cured as follows:

(1) If a writ of attachment or execution is levied on this lease, TENANT shall have ten (10) days in which to cause the attachment or execution to be removed.

(2) If any involuntary proceeding in bankruptcy is brought against TENANT, or if a receiver is appointed, TENANT shall have sixty (60) days in which to have the involuntary proceeding dismissed or the received removed.

(3) Except as provided in (1) and (2) above, TENANT shall have no right to cure any involuntary assignment.

41. **TERMINATION:** COUNTY may terminate this lease by giving TENANT a twenty-four (24) month prior notice of the termination.

42. **FORMER COUNTY OFFICIALS:** TENANT agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or

represent TENANT. 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 TENANT. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative 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. (See Exhibit "B", List of Former County Officials.)

43. **MISREPRESENTATIONS:** If during the course of the administration of this lease, the COUNTY determines that the TENANT has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this lease may be immediately terminated. If this lease is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

44. **DISCLOSURE:** All information received by the COUNTY from any source concerning this lease, including the lease itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code section 7920.000 *et seq.* (the "Public Records Act"). TENANT understands that although all materials received by the COUNTY in connection with this contract are intended for the exclusive use of the COUNTY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a TENANT has reasonably requested COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall notify the TENANT of the request and shall thereafter disclose the requested information unless the TENANT, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the COUNTY harmless in any/all actions brought to require disclosure. TENANT waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify TENANT of any such disclosure request and/or releases any information concerning the contract received from the TENANT or any other source.

45. **DEFAULT AND RIGHT TO TERMINATE:**

a. Definitions. A "Default" by TENANT shall refer to any failure by TENANT to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to TENANT under this lease. The term "Breach" shall refer to the occurrence of any one or more of the following Defaults, and, where a grace period for cure after notice is specified herein, the failure of TENANT to cure such Default prior to the expiration of the applicable grace period:

(1) TENANT's unexcused failure to conduct TENANT's business at the Premises in accordance with the terms of this lease including but not limited to the failure to comply with the limitations of use of the Premises.

(2) Vacating the Premises without the evident intention to reoccupy same, an abandonment of the Premises, or notice of intent to abandon Premises expressed in written notice.

(3) TENANT's failure to make any payment of monthly rent, or any other monetary payment required to be made by TENANT hereunder as and when due, the failure of TENANT to provide COUNTY with reasonable evidence of insurance or surety bond required under this lease, or TENANT's failure to fulfill any obligation under this lease

which endangers or threatens life or property, where such failure continues for a period of three (3) days, or such reasonable time as agreed by COUNTY, following written notice thereof by or on behalf of COUNTY to TENANT.

(4) The failure by TENANT to provide COUNTY with reasonable written evidence (in duly executed original form, if applicable) of any documentation or information which COUNTY may reasonably require of TENANT under the terms of this lease, where any such failure continues for a period of ten (10) days following written notice by or on behalf of COUNTY to TENANT.

(5) A Default by TENANT as to any of the other terms, covenants, conditions or provisions of this lease that are to be observed, complied with or performed by TENANT where such Default continues for a period of thirty (30) days after written notice thereof by or on behalf of COUNTY to TENANT; provided, however, that if the nature of TENANT's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach of this lease by TENANT if TENANT commences such cure within said thirty (30) day period and thereafter continuously and diligently prosecutes such cure to completion.

(6) A Default by TENANT as to the terms of any Approved Encumbrance, where such Default continues for a period of thirty (30) days after written notice thereof by or on behalf of COUNTY;

(7) The occurrence of any of the following events: (a) the making by TENANT of an assignment for the benefit of creditors; (b) TENANT's becoming a "debtor" as defined in 11 U.S. Code Section 101 or any successor statute thereto (unless, in the case of a petition filed against TENANT, the same is dismissed within sixty (60) days); (c) the appointment of a trustee or receiver to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this lease, where possession is not restored to TENANT within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of TENANT'S assets located at the Premises or of TENANT's interest in this lease, where such seizure is not discharged within thirty (30) days.

b. Remedies.

(1) Other than when a different time or remedy is specifically provided, such as for the payment of rent, if TENANT fails to perform any affirmative duty or obligation of TENANT under this lease within ten (10) days after written notice to TENANT (or in case of an emergency, without notice), COUNTY may at its option (but without obligation to do so), perform such duty or obligation on TENANT's behalf, including, but not limited to, the obtaining of reasonably required, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by COUNTY shall be due and payable by TENANT to COUNTY within ten (10) days of COUNTY's demand.

(2) In the event of a Breach of this lease by TENANT (as defined above), with or without further notice or demand, and without limiting COUNTY in the exercise of any right or remedy which COUNTY may have by reason of such Breach, COUNTY may:

(a) Terminate TENANT's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate, and TENANT

shall immediately surrender possession of the Premises to COUNTY. In such event COUNTY shall be entitled to recover from TENANT: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the TENANT proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the TENANT proves could be reasonably avoided; and (iv) any other amount necessary to compensate COUNTY for all the detriment proximately caused by the TENANT's failure to perform its obligations under this lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and that portion of any leasing commission paid by COUNTY in connection with this lease and applicable to the unexpired term of this lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco or the Federal Reserve Bank District in which the Premises are located at the time of award plus one percent (1%). COUNTY's attempt to mitigate damages caused by TENANT's Default or Breach of this lease shall not waive COUNTY's right to recover damages under this Paragraph. If termination of this lease is obtained through the provisional remedy of unlawful detainer, COUNTY shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or COUNTY may reserve the right to recover all or any part thereof in a separate suit for such rent and/or damages.

(b) Continue this Lease and TENANT's right to possession in effect under California Civil Code Section 1951.4 after TENANT's Breach and recover the rent as it becomes due, provided TENANT has the right to sublet or assign, subject only to reasonable limitations. COUNTY and TENANT agree that the limitations on assignment and subletting in this lease are reasonable. COUNTY's maintenance of the Premises or efforts to relet the Premises, or the appointment of a receiver to protect the COUNTY's interest under this lease, shall not constitute a termination of the TENANT'S right to possession.

(c) Pursue any other remedy now or hereafter available to COUNTY under the laws or judicial decisions of the State of California.

(3) If, at any time TENANT is in default in monthly rent or fees or any other provision for forty-five (45) days, or if TENANT defaults on any provision(s) three (3) times within any twelve (12) consecutive months, and TENANT has not reasonably demonstrated action to cure defaults, COUNTY may terminate this lease with a thirty (30) day notice.

(a) **Survival of Indemnity Provisions.** The expiration or termination of this Lease and/or the termination of TENANT's right to possession shall not relieve the Parties from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term or by reason of TENANT's occupancy of the Premises.

(b) **Tenant's Personal Property.** Immediately upon termination of this lease, TENANT covenants and agrees to remove all of TENANT's personal property, machinery or fixtures from the Premises. If TENANT fails to remove any such personal property, COUNTY may remove such personal property and place the same in storage at

the expense of TENANT and without liability to COUNTY for losses. TENANT agrees to pay COUNTY for all expenses incurred by COUNTY in connection with the removal, and storage charges of TENANT's personal property, including attorney's fees and court costs. Alternatively, COUNTY may at its option and on not less than ten (10) days written notice to TENANT sell all or any part of said personal property at public or private sale for such prices as COUNTY may obtain. COUNTY shall apply the proceeds of any such sale

(c) **No Waiver by County.** COUNTY's receipt of any rent or of any other sum of money paid by TENANT after the termination and forfeiture of this lease, or after the giving by COUNTY of any notice to effect such termination, shall not waive the Default, reinstate, continue or extend the Term of this Lease, or destroy or impair the efficacy of COUNTY's notice of termination, unless otherwise agreed in writing by COUNTY. COUNTY's acceptance of the keys to the Premises or any other act of the COUNTY or its agents or employees during the Term of this lease shall not be deemed to be an acceptance or a surrender of the Premises, unless otherwise agreed in writing by COUNTY.

46. **RESERVED**

47. **INTERPRETATIONS:** As this Lease was jointly prepared by both parties, the language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

48. **ENTIRE AGREEMENT:** This Lease, including recitals, constitutes a single, integrated contract, expressing the entire agreement and understanding of the parties concerning the subject matter of this Lease, and this Lease supersedes and replaces all prior understandings, negotiations, proposed agreements and agreements, whether oral or written, express or implied.

49. **AUTHORIZED SIGNATORS:** The parties to this lease represent that the signators executing this lease are fully authorized to enter into this agreement.

50. **COUNTERPARTS:** The Lease 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 Lease. The parties shall be entitled to sign and transmit an electronic signature of this Lease (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 Lease upon request.

**END OF LEASE TERMS.**

**SAN BERNARDINO COUNTY**

**CONSOLIDATED FIRE AGENCIES**

By: \_\_\_\_\_  
Dawn Rowe, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Nathan Cooke

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
(name)

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to Legal Form:

TOM BUNTON, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
John Tubbs II, Deputy County Counsel

Date: \_\_\_\_\_

**EXHIBIT "A"**

**Premises**

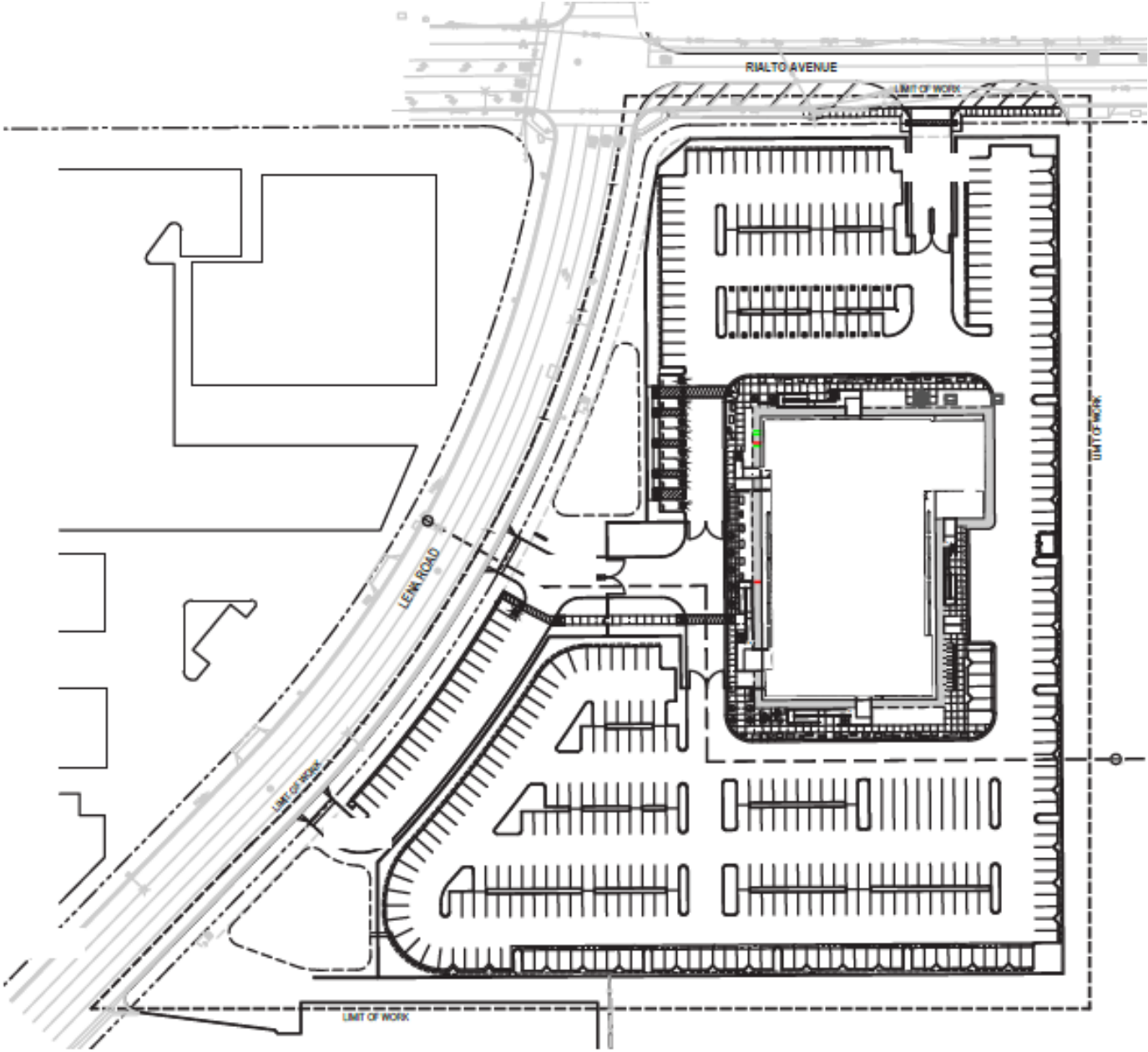


EXHIBIT "B"  
LIST OF FORMER COUNTY OFFICIALS





## ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, AUGUST 27, 2024 – 1:30 PM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

### MINUTES

#### ROLL CALL

##### **ADMINISTRATIVE COMMITTEE MEMBERS:**

Chief Rich Sessler/Vice-Chair, Redlands Fire Department

Chief Buddy Peratt, Apple Valley Fire Protection District

Chief Jeremy Ault, Chino Valley Fire District

Chief Ray Bruno, Colton Fire Department

Chief Mike Atchison, Loma Linda Fire Department

Chief Mike McCliman, Rancho Cucamonga Fire Department

Chief Brian Park, Rialto Fire Department

Chief Bertral Washington, San Bernardino County Fire

Chief Bobby Clemmer, Victorville Fire Department

#### CALL TO ORDER

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

#### PUBLIC COMMENT

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

#### INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

*No conflicts were announced.*

#### CONSENT ITEMS

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

1. Approve the Administrative Committee Minutes of July 23, 2024.
2. YTD Call Summary

3. YTD Answering Times
4. Billable Incidents
5. Call Processing Time Analysis – July 2024
6. EMD-ECNS Performance Standards – July 2024
7. Resolution 2024-04 CONFIRE Participation in the Employment Risk Management Authority (ERMA) Program

*Motion to accept item 1 on Consent.*

*Motion by: Chief Bertral Washington*

*Second by: Chief Mike McCliman*

*Yes – 7*

*No - 0*

*Abstain – 2, Chief Jeremy Ault & Chief Rich Sessler*

*Absent – 0*

*Motion to accept items 2-7 on Consent.*

*Motion by: Chief Bertral Washington*

*Second by: Chief Mike McCliman*

*Yes – 9*

*No - 0*

*Abstain – 0*

*Absent – 0*

## **DIRECTOR REPORT**

- a. Communication Division Update  
*Recruitment is ongoing. Assistant Manager Lisa Ruesch currently has an academy of new hires in training.*
- b. Finance/Admin. Division Update  
*Recruitment has picked up with the use of CONFIRE's NeoGov account and the use of Indeed. The quality of candidates has improved, and progress is being made with multiple positions.*
- c. MIS Division Update  
*Continue to work with Central Square to stabilize our CAD.  
Continue to Install and upgrade CONFIRE hardware.*
- d. EMS Division Update  
*Art Andres will provide these updates once we go live.*

*Thank you to Chief Sessler and the City of Redlands for allowing us to occupy the 3<sup>rd</sup> floor at 300 E. State St. in Redlands.*

## COMMITTEE REPORTS

- a. Ops Chief Committee Report – Chief Barreda
  - *Dispatch Components - when to notify CONFIRE on fire assignments.*
  - *OES Operational Bulletin 1 review.*
  - *OA, Mutual discussions.*
- b. CAD to CAD – Mike Bell
  - *No update.*

## SUBSIDIARY COMMITTEE REPORTS

- a. EMS Sub-Committee Update – Chief Barna
  - *Overall implementation update.*
  - *Policy development continues to be a primary focus.*

## NEW BUSINESS

8. “Public Safety” cloud concept – Chief Munsey - **PRESENTATION**  
*Mark Starr from Microsoft joined the meeting to present the “Public Safety” cloud concept along with Chief Munsey. Currently 57 Counties in Law Enforcement are subscribing to Microsoft’s “Public Safety” cloud concept which allows sharing of information. It streamlines and actualize’ s the data into the cloud and can deliver it back to an entity using software the organization currently utilizes. The power of this concept is greater than any platform currently being used. The integration of data and production of information is advanced. Chief Munsey offered to provide a longer more detailed demonstration to the agencies if interested.*
9. Image Trend – Chief Park - **PRESENTATION**  
*Chief Park gave a demonstration of ImageTrend Continuum, which is an advanced analytic and benchmarking platform used by many Fire and EMS departments. It provides real-time run or incident data, functioning as a health and public safety data exchange platform. Rialto is currently using the platform. It requires a few days to learn the system and 2-3 hours per month to update. He is impressed with the data that is provided and finds it a powerful tool to provide statistics to his local government and elected officials.*
10. Analysis of Costs Associated with Fire Department Response to ECNS Designated Calls – **DISCUSSION ITEM**

*CONFIRE implemented the ECNS program on December 21, 2020, through a contractual agreement with REMSA to provide California licensed nurses who were EMD trained to screen certain low acuity calls and direct them to appropriate treatment or transportation options, in lieu of a fire department response or ambulance transport.*

*An analysis was performed to estimate the potential cost savings for CONFIRE agencies by the ECNS program. The analysis is based on Computer Aided Dispatch system (CAD) data from fiscal year 2023-24. It includes Geographic Information System (GIS) mapping data to calculate distances from the nearest fire station to each call location. These distances were subtotaled by the responding agency to estimate potential savings based solely on vehicle operation costs. Other costs such as staffing, and overhead were excluded as they are unlikely directly impacted by the ECNS program.*

*A table was provided to illustrate the potential savings for each CONFIRE agency.*

***The Administrative Committee accepts the findings of the analysis of costs/savings associated with fire department responses to Emergency Communication Nurse System designated calls.***

#### 11. ECNS Permanent Positions and Funding Plan – **ACTION ITEM**

*As an accredited center for Emergency Medical Dispatch, Consolidated Fire Agencies (CONFIRE) can operate its Emergency medical Dispatch (EMD) program to incorporate a nurse element. Utilizing nurses with CONFIRE's expanded dispatch capabilities mitigates unnecessary ambulance transports and emergency room (ER) visits by providing immediate, professional nursing care to individuals in their homes or community settings and sometimes arrange for other modes of transportation to non-emergency medical facilities.*

*The ARPA Coronavirus Local Fiscal Recovery Fund (CLFRF) has allowed CONFIRE to hire contract nurses and expand the program to provide 24-hour coverage, 7 days a week. Unfortunately, the nurses are on a contract and not permanent employees of CONFIRE, making it difficult to retain and recruit qualified ECN's and a nurse manager. The ARPA CLFRF funding is set to run out as of December 1, 2024.*

*The Ground Ambulance contract #23-1282 with San Bernardino County requires CONFIRE to have the ECNS program. CONFIRE staff has developed the following funding plan to cover the \$1.6 million a year needed to provide ECNS:*

- 1. Seek to obtain 100% of program costs from the Payers, who in the healthcare industry are organizations, entities or people that pay for services from healthcare providers.*

- 2. *Seek to obtain the remaining balance after the Payers from other funding streams provided by San Bernardino County, The State, the Federal Government, or other sources.*
- 3. *Fund the balance of remaining costs from CONFIRE Emergency Medical Service revenues, subject to revenues materializing to meet existing expenditure obligations and contract requirements, or through the revenue (approx. \$900,000 annually) that would be received from AMR via the \$5 per call for EMD services provided by CONFIRE, if they remain as the County ambulance provider.*
- 4. *If needed, fund the remaining balance from CONFIRE agencies based on the existing Call Volume metric currently utilized to recover other CONFIRE costs.*

*The estimated annual fully encumbered costs for the (4) nurses and the (1) nurse manager is \$1.3 million. The CONFIRE Board of Directors previously approved this amount in the 2024-25 budget with the costs being paid for by the ARPA funding through December 2024.*

*CONFIRE will utilize the above funding plan to cover the estimated \$896,000 shortfall for 2024-25 and the annual \$1.6 million in costs for ECNS in future years.*

***Motion to authorize the addition of five (5) new positions, four (4) Emergency Communication Nurse positions and one (1) Emergency Communications Nurse Manager position to convert Emergency Communication Nurse System staffing from contract positions to full-time permanent regular status positions.***

***Approve the proposed funding plan for the Emergency Communication Nurse System program for the last six months of the fiscal year and subsequent years.***

***Motion by: Chief Jeremy Ault***  
***Second by: Chief Bobby Clemmer***  
***Yes – 9***  
***No - 0***  
***Abstain – 0***  
***Absent – 0***

**ROUND TABLE**

*Discussion of a possible special meeting in 2 weeks.*

**CLOSED SESSION**

*\*The Administrative Committee entered Closed Session at 2:32 p.m.*

- 12. Review and update anticipated Litigation – Significant exposure to litigation to Government Code section 45956.9(d): AMR Lawsuit

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

*\*The Administrative Committee came out of Closed Session at 3:55 p.m.  
No reportable action taken during closed session.*

**ADJOURNMENT**

*Motion to adjourn the CONFIRE Administrative Committee Meeting*

*The meeting adjourned at 3:56 p.m.*

**Upcoming Meetings:**

Next Regular Meeting: September 24, 2024, at 1:30 p.m.

    /s/ Liz Berry      
**Liz Berry**  
**Clerk of the Board**



## SPECIAL ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, SEPTEMBER 10, 2024 – 11:00 AM

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 Ray Bruno, Colton Fire Department

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

Chief Mike McCliman, Rancho Cucamonga Fire Department

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

Chief Brian Park, Rialto Fire Department

Chief Martin Serna, San Bernardino County Fire

Chief Bobby Clemmer, Victorville Fire Department

#### CALL TO ORDER

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

#### PUBLIC COMMENT

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

#### INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

*No conflicts were announced.*

#### NEW BUSINESS

1. EMS Division Agreements – **ACTION ITEM**  
*The County of San Bernardino awarded CONFIRE the Ground Ambulance contract on December 5, 2024. On October 1, 2024, CONFIRE will assume the Ground Ambulance contract.*

*To meet the contract's requirements and benchmarks, CONFIRE staff and the Administrative Committee have previously approved numerous agreements with various allied agencies, consultants, vendors, and contractors.*

*As time is of the essence, it is imperative that CONFIRE staff have the flexibility and ability to execute and approve ambulance contract-related agreements without waiting for the next regularly scheduled Administrative Committee meeting, creating delays and potentially jeopardizing critical components of the Ground Ambulance Contract.*

*The fiscal impact will be dependent on each individual agreement. All agreements approved and executed under this action will be funded through the EMS Fund 5020. Most of the expected agreements have been budgeted for in Fiscal Year 2024-2025.*

***Motion to authorize the Interim Director to pre-approve and sign any and all agreements related to the County Ground Ambulance Contract 23-1282 between September 10, 2024, and December 31, 2024.***

***Furthermore, all agreements executed and approved under this action shall be brought forth to the Administrative Committee at the following regularly scheduled meeting, for an accept and file action.***

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

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

***Yes – 9***

***No - 0***

***Abstain – 0***

***Absent – 0***

**2. Ambulance Deployment, Operational Plan Update – DISCUSSION ITEM**

- *ICEMA inspections completed.*
- *No outstanding items regarding units or supplies.*
- *Ground Ambulance Implementation Plan Update.*
- *Personnel-all incumbent workforce onboarded.*
- *154% of staffing is ready.*
- *Deployment plan review.*
- *Communications plan review.*
- *Transition plan timeline review-Operational briefings will be given 9/16 & 9/23.*
- *Transition plan timeline for go live date of 10/1 at 12:01 a.m. reviewed along with contingency plans.*



**ROUND TABLE**

**CLOSED SESSION**

*\*The Administrative Committee entered Closed Session at 12:30 p.m.*

3. Review and update anticipated Litigation – Significant exposure to litigation to Government Code section 45956.9(d): AMR Lawsuit

*\*The Administrative Committee came out of Closed Session at 1:02 p.m.  
No reportable outcome from closed session.*

**ADJOURNMENT**

*Motion to adjourn the CONFIRE Administrative Committee Meeting*

*The meeting adjourned at 1:03 p.m.*

**Upcoming Meetings:**

Next Regular Meeting: September 24, 2024, at 1:30 p.m.

    /s/ Liz Berry    

**Liz Berry**  
**Clerk of the Board**



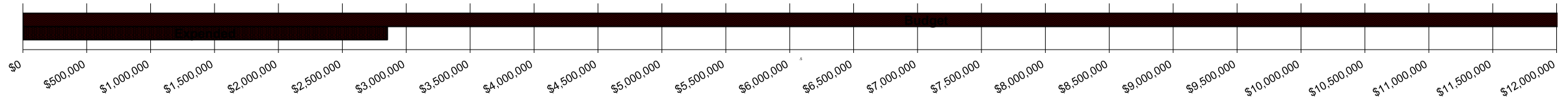
**OPERATIONS FUND 5008**  
**Unaudited MONTHLY SUMMARY FY 2024-25**

Transactions thru August 30, 2024

Item 15.

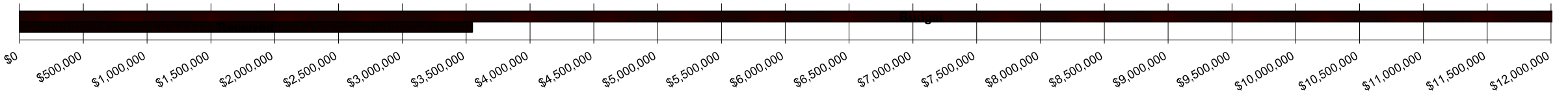
<b>Expenditures</b>	<b>July</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>3 PP Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>3 PP June</b>	<b>Total YTD Expended</b>	<b>2023/24 Budget</b>	<b>Bud - Exp Difference</b>	<b>% Used</b>
Salary/Benefits	610,483	612,358	-	-	-	-	-	-	-	-	-	-	1,222,841	9,552,349	\$8,329,508	12.8%
Overtime/Call Back	33,883	25,201	-	-	-	-	-	-	-	-	-	-	59,085	45,000	-\$14,085	131.3%
Phone/Circuits/Internet	40,974	(10,033)	-	-	-	-	-	-	-	-	-	-	30,941	273,166	\$242,225	11.3%
County IS/Data Services/Counsel	114	(450)	-	-	-	-	-	-	-	-	-	-	(336)	59,905	\$60,241	-0.6%
Radio/Pager, Console Maint	-	45,690	-	-	-	-	-	-	-	-	-	-	45,690	205,559	\$159,869	22.2%
Computer Software	250,088	836,272	-	-	-	-	-	-	-	-	-	-	1,086,359	2,362,495	\$1,276,136	46.0%
Computer Hardware	532	(220)	-	-	-	-	-	-	-	-	-	-	312	15,250	\$14,938	2.0%
Office Exp/Copier Lease	5,259	10,061	-	-	-	-	-	-	-	-	-	-	15,320	90,897	\$75,577	16.9%
Insurance/Auditing	-	252,504	-	-	-	-	-	-	-	-	-	-	252,504	302,912	\$50,408	83.4%
Payroll/HR/Medical Director	121,858	(20,769)	-	-	-	-	-	-	-	-	-	-	101,089	780,659	\$679,570	12.9%
Travel/Training	2,953	746	-	-	-	-	-	-	-	-	-	-	3,699	112,800	\$109,101	3.3%
Auto/Structure/Fuel	-	3,204	-	-	-	-	-	-	-	-	-	-	3,204	60,590	\$57,386	5.3%
Other/HDGC Rent/Equip Trans	18,189	13,233	-	-	-	-	-	-	-	-	-	-	31,422	274,974	\$243,552	11.4%
<b>Total</b>	<b>1,084,333</b>	<b>1,767,796</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,852,129</b>	<b>14,136,556</b>	<b>\$11,284,427</b>	<b>20.2%</b>

**% Fiscal Year Passed 16.7%**



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

**% Fiscal Year Passed 16.7%**



**CONFIRE JPA**  
Fund 5020 EMS Enterprise  
FY 2024-25 Budget Projection Through September

General Ledger Code	GL / Cost Center Description	Budget	Actuals (7/1/24 - 9/17/24)	Projections (9/18/24 - 9/30/24)	Total (Actuals + Projections)	Budget Remaining	% of Budget Used
51001010	REGULAR SALARY	2,386,611	75,606	-	75,606	2,311,005	3%
<b>Aprr 100</b>	<b>Salaries and Benefits</b>	<b>2,386,611</b>	<b>75,606</b>	<b>-</b>	<b>75,606</b>	<b>2,311,005</b>	<b>3%</b>
52002025	CLOTHING & PERSONAL SUPPLIES	4,000	-	364	364	3,636	9%
52002031	PAYROLL SYSTEMS SERVICES (ISD/EMACS)	872	-	79	79	793	9%
52002070	FOOD	15,000	514	862	1,377	13,623	9%
52002075	MEMBERSHIPS	2,500	-	227	227	2,273	9%
52002076	TUITION REIMBURSEMENT	3,000	-	273	273	2,727	9%
52002085	LEGAL NOTICES	250	-	63	63	188	25%
52002115	COMPUTER SOFTWARE EXPENSE	1,356,609	460,693	4,521	465,214	891,395	34%
52002116	COMPUTER HARDWARE EXPENSE	500,000	288,276	164,217	452,494	47,506	90%
52002120	SMALL TOOLS & INSTRUMENTS	-	99	-	99	(99)	
52002130	NONINVENTORABLE EQUIPMENT	5,000	-	455	455	4,545	9%
52002131	AUDIO VISUAL SUPPLIES & FURNIT	10,000	-	909	909	9,091	9%
52002135	SPECIAL DEPT EXPENSE	1,500,000	4,485	-	4,485	1,495,515	0%
52002180	UTILITIES	55,152	-	13,788	13,788	41,364	25%
52002200	INSURANCE	300,000	408,928	-	408,928	(108,928)	136%
52002220	OTHER GENERAL LIAB (ISF ONLY)	-	-	-	-	-	
52002235	VEHICLE LIABILITY (ISF ONLY)	10,000	1,439	-	1,439	8,561	14%
52002245	OTHER INSURANCE (ISF ONLY)	-	-	-	-	-	
52002304	OFFICE EXP. - OUTSIDE VENDORS	32,500	462	-	462	32,038	1%
52002305	GENERAL OFFICE EXPENSE	14,400	275	1,284	1,559	12,841	11%
52002310	PRESORT & PACKAGING (ISF ONLY)	1,000	10	-	10	990	1%
52002323	COURIER & PRINTING (ISF ONLY)	1,500	-	10	10	1,490	1%
52002340	SHREDDING - OUTSIDE SERVICES	3,000	-	187	187	2,813	6%
52002355	ADVERTISING	-	4,950	-	4,950	(4,950)	
52002400	PROF & SPECIALIZED SERVICES	89,601,612	-	107	107	89,601,505	0%
52002405	AUDITING	-	-	-	-	-	
52002445	OTHER PROFESSIONAL & SPEC SVCS	13,889,754	163,173	139,644	302,817	13,586,938	2%
52002540	LEGAL OPINIONS	440,000	46,935	41,034	87,969	352,031	20%
52002815	KITCHEN & DINING	1,000	-	-	-	1,000	0%
52002840	MEDICAL EXPENSE	10,000	-	-	-	10,000	0%
52002895	RENTS & LEASES - EQUIPMENT	4,000	-	-	-	4,000	0%
52002905	RENTS & LEASES-STRUCT,IMP&GRDS	65,700	-	16,425	16,425	49,275	25%
52002925	VEHICLE CHARGES (ISF ONLY)	20,000	1,612	-	1,612	18,388	8%
52002930	MAINTENANCE CHARGES (ISF ONLY)	-	88	-	88	(88)	
<b>Aprr 200</b>	<b>Services and Supplies</b>	<b>107,846,850</b>	<b>1,381,939</b>	<b>384,449</b>	<b>1,766,387</b>	<b>106,080,462</b>	<b>2%</b>
52942940	PRIVATE MILEAGE NON-TAXABLE	-	-	-	-	-	
52942941	CONF/TRNG/SEMINAR FEES	15,000	-	-	-	15,000	0%
52942942	HOTEL - NON-TAXABLE	18,000	-	-	-	18,000	0%
52942943	MEALS - NON-TAXABLE	7,500	128	-	128	7,372	2%
52942944	CAR RENTAL - NON-TAXABLE	4,500	-	-	-	4,500	0%
52942945	AIR TRAVEL	11,250	2,000	-	2,000	9,250	18%
52942946	OTHER TRAVEL - NON-TAXABLE	2,250	81	-	81	2,169	4%
<b>Aprr 294</b>	<b>Travel Related</b>	<b>58,500</b>	<b>2,209</b>	<b>-</b>	<b>2,209</b>	<b>56,291</b>	<b>4%</b>
53003315	DISTRIBUTION TO OTH AGCS (PTO)	-	-	-	-	-	
53003325	DEBT SERVICE - PRINCIPAL	10,000,000	-	-	-	10,000,000	0%
53003330	DEBT SERVICE - INTEREST	240,000	-	-	-	240,000	0%
<b>Aprr 300</b>	<b>Other Charges -Gral. &amp; Debt Service</b>	<b>10,240,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,240,000</b>	<b>0%</b>
55405010	SALARIES & BENE TRANSFERS OUT	40,000	-	-	-	40,000	0%
55305030	OPERATING TRANSFERS OUT	-	-	-	-	-	
<b>Aprr540</b>	<b>Intra Entity Reimbursement out</b>	<b>40,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>40,000</b>	<b>0%</b>
<b>TOTAL EXPENSES</b>		<b>120,571,960</b>	<b>1,459,754</b>	<b>384,449</b>	<b>1,844,202</b>	<b>118,727,758</b>	<b>2%</b>
40308500	INTEREST	-	-	-	-	-	
40309984	NET INCR/DECR IN FAIR VALUE	-	-	-	-	-	
<b>030 Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
40408840	STATE OTHER	-	-	-	-	-	
<b>040 Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

40509094	FEDERAL - GRANTS	-	-	-	-	-	-
<b>050 Total</b>		-	-	-	-	-	-
40709540	EDUCATIONAL SERVICES	(39,000.00)	-	-	-	-	0%
<b>070 Total</b>		<b>(39,000.00)</b>	-	-	-	-	<b>0%</b>
40759470	FEE ORD-AMBULANCE SERVICE FEES	(118,376,723.00)	-	-	-	-	0%
<b>070 Total</b>		<b>(118,376,723.00)</b>	-	-	-	-	<b>0%</b>
40809970	OTHER	(10,200,000)	-	-	-	-	0%
<b>080 Total</b>		<b>(10,200,000)</b>	-	-	-	-	<b>0%</b>
40909975	OP TRANSFERS IN	-	-	-	-	-	-
40909995	RESIDUAL EQUITY TRANSFERS IN	-	-	-	-	-	-
<b>090 Total</b>		-	-	-	-	-	-
<b>TOTAL REVENUE</b>		<b>(128,615,723)</b>	-	-	-	-	<b>0%</b>



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

**Operations Fund (5008)**

Audited Fund Balance 7/1/24		\$ 3,371,464
Revenue	3,548,342	
Expenditures	<u>(2,852,129)</u>	
	Net	696,213
	Net Transfers In/Out	-
	<b>Available Fund Balance</b>	<b><u><u>\$ 4,067,677</u></u></b>

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

**Equipment Reserve Fund (5009)**

Audited Fund Balance 7/1/24		\$ 2,329,243
Revenue	150,023	
Expenditures	<u>(423,574)</u>	
	Net	(273,551)
	<b>Available Fund Balance</b>	<b><u><u>\$ 2,055,692</u></u></b>

**General Reserve Fund (5010)**

Audited Fund Balance 7/1/24		\$ 6,958,606
Revenue	20,443	
Expenditures	(336,461)	
Grant Funds Due to CAD to CAD	<u>-</u>	
	Net	(316,018)
	<b>Fund Balance</b>	6,642,587
	Net Transfers In/Out	-
	<b>Total Fund Balance</b>	<b><u><u>\$ 6,642,587</u></u></b>

**Restricted Fund Balance**

Reserve for CIP	(3,000,000)	
	Net Committed	(3,000,000)
	<b>Available Fund Balance</b>	<b><u><u>\$ 3,642,587</u></u></b>

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



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

**Term Benefits Reserve Fund (5011)**


Audited Fund Balance 7/1/24		\$	1,802,106
Revenue	124,488		
Expenditures	-		
	Net		124,488
	Net Transfers In/Out		-
	<b>Available Fund Balance</b>	<b>\$</b>	<b>1,926,594</b>

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

Audited Fund Balance 7/1/24		\$	305,766
Revenue	127,790		
Expenditures	(122,773)		
	Net		5,017
	Net Transfers In/Out		-
	<b>Available Fund Balance</b>	<b>\$</b>	<b>310,784</b>

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

Audited Fund Balance 7/1/24		\$	2,179,458
Revenue	-		
Expenditures	(1,340,438)		
	Net		(1,340,438)
	Net Transfers In/Out		-
	<b>Available Fund Balance</b>	<b>\$</b>	<b>839,020</b>



### Call Summary

**CONFIRE/Comm Center**

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

Year: 2024

**From:** 1/1/2024

**To:** 8/31/2024

**Period:** Month

**Group:**

**Call Type:** All

**Abandoned Filters:** Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-24	18354	22	18376	0.12%	11742	359	12101	14670	5227	83	19980	50457	121.2
Feb-24	16567	41	16608	0.25%	11210	373	11583	14462	5171	94	19727	47918	121.2
Mar-24	17211	53	17264	0.31%	11325	375	11700	14701	5513	88	20302	49266	123.7
Apr-24	17537	25	17562	0.14%	11613	382	11995	15389	5447	102	20938	50495	122.9
May-24	18959	62	19021	0.33%	12081	528	12609	15925	5618	162	21705	53335	119.8
Jun-24	19692	57	19749	0.29%	12263	531	12794	15478	5894	196	21568	54111	121.5
Jul-24	22740	92	22832	0.40%	13755	806	14561	17916	6606	388	24910	62303	120.1
Aug-24	20093	64	20157	0.32%	12909	817	13726	16014	6329	267	22610	56493	122.8
<b>2024 Totals</b>	<b>151153</b>	<b>416</b>	<b>151569</b>	<b>0.27%</b>	<b>96898</b>	<b>4171</b>	<b>101069</b>	<b>124586</b>	<b>46391</b>	<b>1403</b>	<b>172380</b>	<b>425018</b>	<b>122.4</b>
<b>2023 Totals</b>	<b>144557</b>	<b>511</b>	<b>145068</b>	<b>0.35%</b>	<b>98780</b>	<b>3222</b>	<b>102002</b>	<b>127197</b>	<b>38991</b>	<b>759</b>	<b>166947</b>	<b>414017</b>	<b>111.6</b>



### PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - 1/1/2024 - 8/31/2024

Agency Fire  
Affiliation

From: 1/1/2024

To: 8/31/2024

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

Call Hour	Answer Times In Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 2024 Total	17,259	487	188	319	75	45	3	18,376
% answer time ≤ 10 seconds	93.92%	2.65%	1.02%	1.74%	0.41%	0.24%	0.02%	100.00%
% answer time ≤ 15 seconds	96.57%							
% answer time ≤ 40 seconds	99.33%							
February 2024 Total	15,685	388	174	253	74	33	1	16,608
% answer time ≤ 10 seconds	94.44%	2.34%	1.05%	1.52%	0.45%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.78%							
% answer time ≤ 40 seconds	99.35%							
March 2024 Total	16,504	281	167	246	53	12	1	17,264
% answer time ≤ 10 seconds	95.60%	1.63%	0.97%	1.42%	0.31%	0.07%	0.01%	100.00%
% answer time ≤ 15 seconds	97.23%							
% answer time ≤ 40 seconds	99.62%							
April 2024 Total	16,779	316	161	212	61	33	0	17,562
% answer time ≤ 10 seconds	95.54%	1.80%	0.92%	1.21%	0.35%	0.19%	0.00%	100.00%
% answer time ≤ 15 seconds	97.34%							
% answer time ≤ 40 seconds	99.46%							
May 2024 Total	17,044	653	361	636	224	95	8	19,021
% answer time ≤ 10 seconds	89.61%	3.43%	1.90%	3.34%	1.18%	0.50%	0.04%	100.00%
% answer time ≤ 15 seconds	93.04%							
% answer time ≤ 40 seconds	98.28%							
June 2024 Total	17,064	919	520	873	248	119	6	19,749
% answer time ≤ 10 seconds	86.40%	4.65%	2.63%	4.42%	1.26%	0.60%	0.03%	100.00%
% answer time ≤ 15 seconds	91.06%							
% answer time ≤ 40 seconds	98.11%							
July 2024 Total	18,667	1,154	770	1,383	479	334	45	22,832
% answer time ≤ 10 seconds	81.76%	5.05%	3.37%	6.06%	2.10%	1.46%	0.20%	100.00%
% answer time ≤ 15 seconds	86.81%							
% answer time ≤ 40 seconds	96.24%							
August 2024 Total	17,089	968	581	1,035	313	167	4	20,157
% answer time ≤ 10 seconds	84.78%	4.80%	2.88%	5.13%	1.55%	0.83%	0.02%	100.00%
% answer time ≤ 15 seconds	89.58%							
% answer time ≤ 40 seconds	97.60%							
Year to Date 2024 Total	136,091	5,168	2,922	4,957	1,527	838	68	151,569
% answer time ≤ 10 seconds	89.79%	3.41%	1.93%	3.27%	1.01%	0.55%	0.04%	100.00%
% answer time ≤ 15 seconds	93.20%							
% answer time ≤ 40 seconds	98.39%							
Year to Date 2023 Total	134,920	4,136	2,162	2,873	695	269	13	145,068
% answer time ≤ 10 seconds	93.00%	2.85%	1.49%	1.98%	0.48%	0.19%	0.01%	100.00%
% answer time ≤ 15 seconds	95.86%							
% answer time ≤ 40 seconds	99.33%							



# CONFIRE Billable Incidents

Period: 01/01/2024 thru 08/31/2024

Jurisdiction	# of Incidents	% of Total
San Bernardino County	89,517	53.33%
VictorvilleFD	15,914	9.48%
RanchoCucamonga	12,296	7.33%
ChinoValleyFD	9,343	5.57%
AppleValley	8,505	5.07%
Rialto	7,964	4.74%
Redlands	7,738	4.61%
Colton	5,279	3.15%
MontclairFD	3,367	2.01%
Loma Linda	2,945	1.75%
Big Bear Fire	2,416	1.44%
San Manuel FD	1,471	0.88%
Baker Ambulance	598	0.36%
Running Springs	333	0.20%
Road Department	163	0.10%
<b>Total</b>	<b>167,849</b>	<b>100%</b>

BDC Division	# of Incidents	% of Total
East Valley	30,655	34.24%
Fontana	14,295	15.97%
Valley	12,324	13.77%
Hesperia	8,890	9.93%
South Desert	8,380	9.36%
North Desert	8,168	9.12%
Adelanto	3,495	3.90%
Mountain	3,310	3.70%
<b>Total</b>	<b>89,517</b>	<b>100%</b>

# CONFIRE 911 Call Processing Time Analysis

## August 2024



# August 2024

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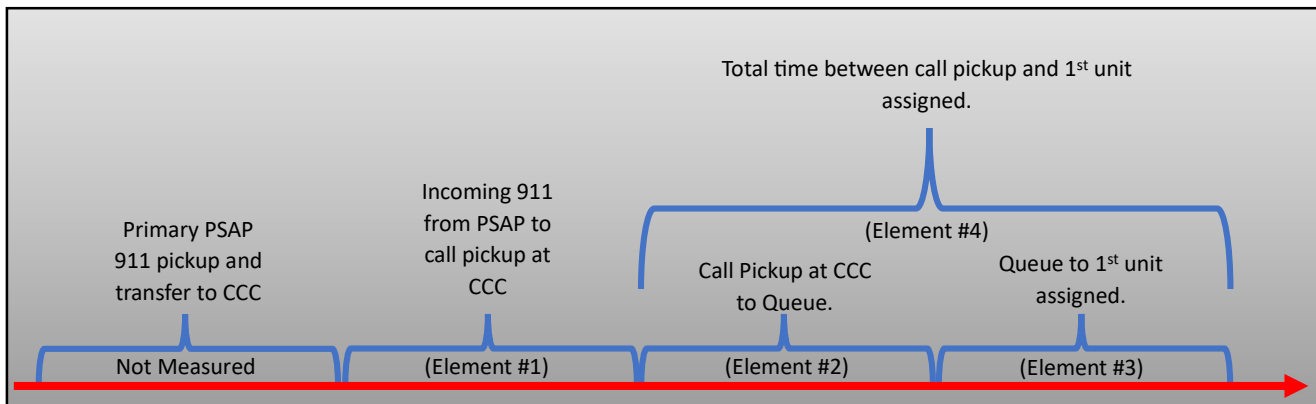
## CONFIRE Emergency Call Processing Times.

August 2024

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

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

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

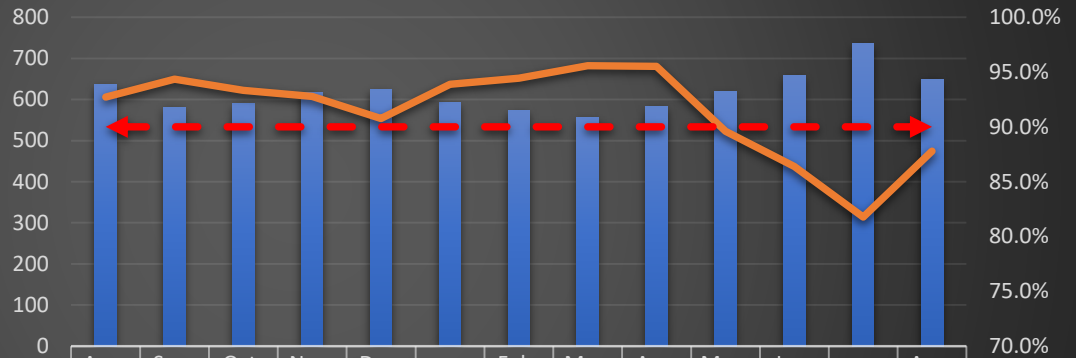


### Call Answering Time from Primary PSAP

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

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

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



Average Calls per 24-hr Period	636	582	590	617	624	593	573	557	582	619	658	737	650
% of Calls Picked up in Target Time (10 sec. or less)	92.7%	94.4%	93.4%	92.8%	90.8%	93.9%	94.44%	95.6%	95.5%	89.6%	86.4%	81.8%	87.8%
90% Target													

#### Emergency Call Processing

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

#### EMS Call Processing

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

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

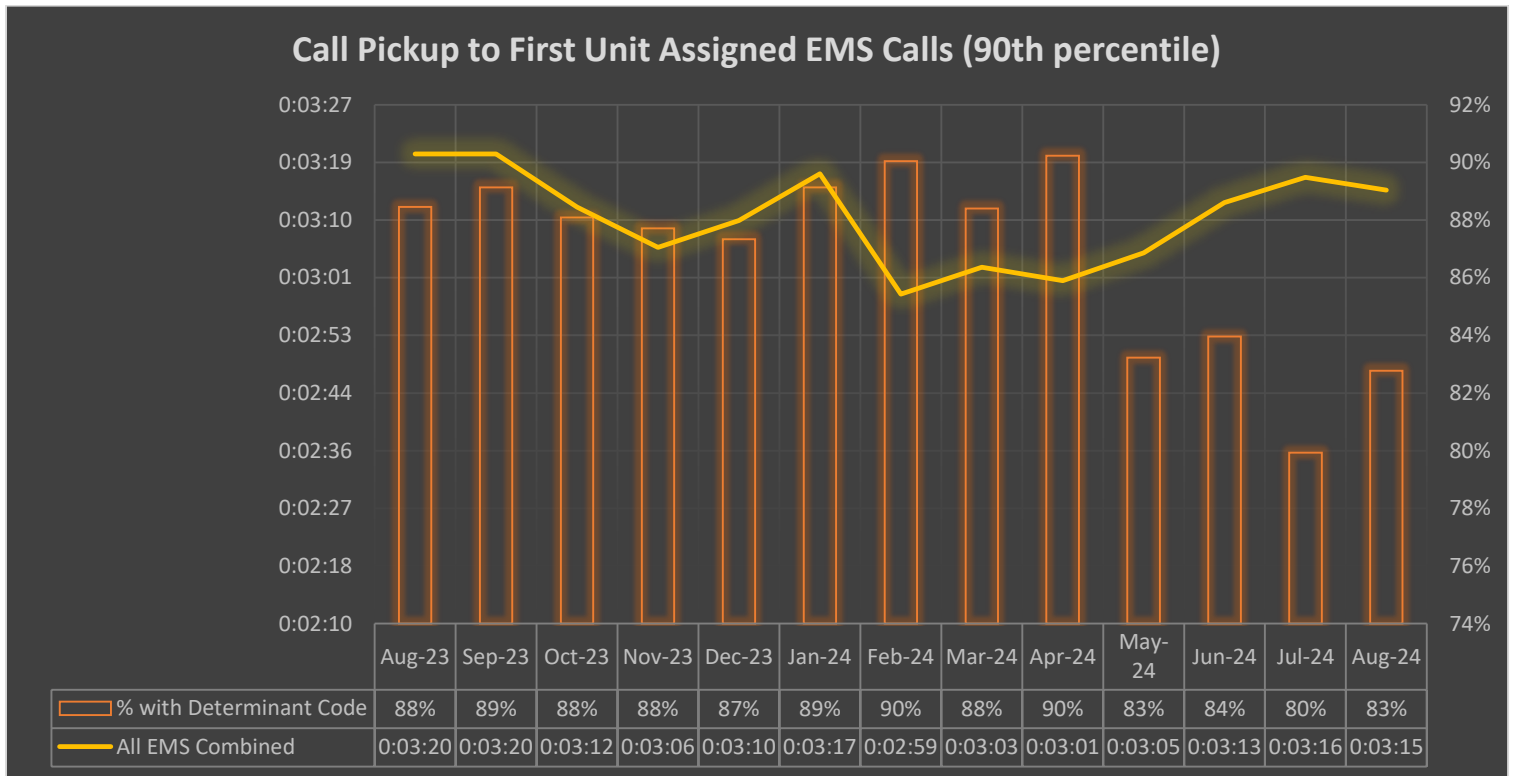


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

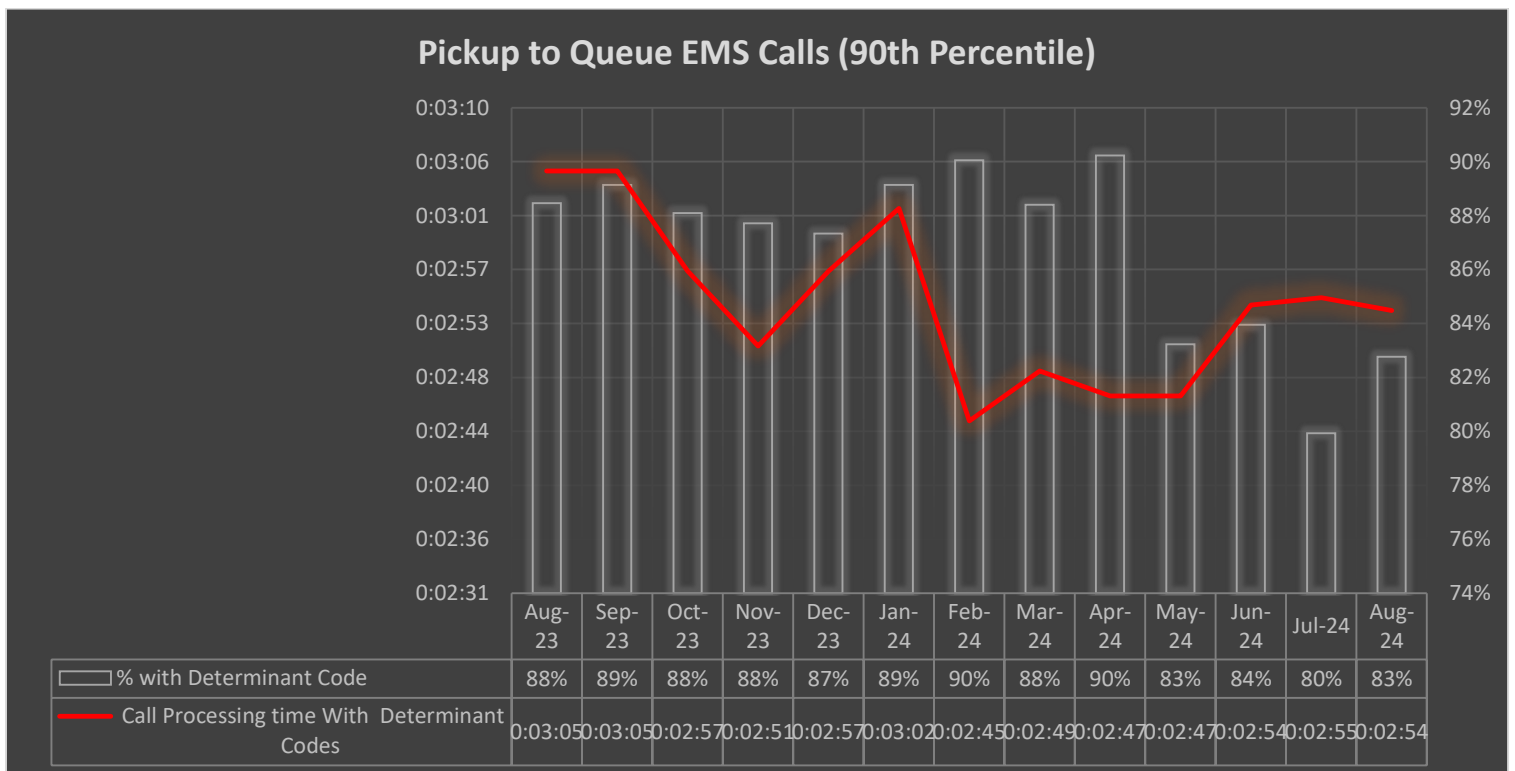


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

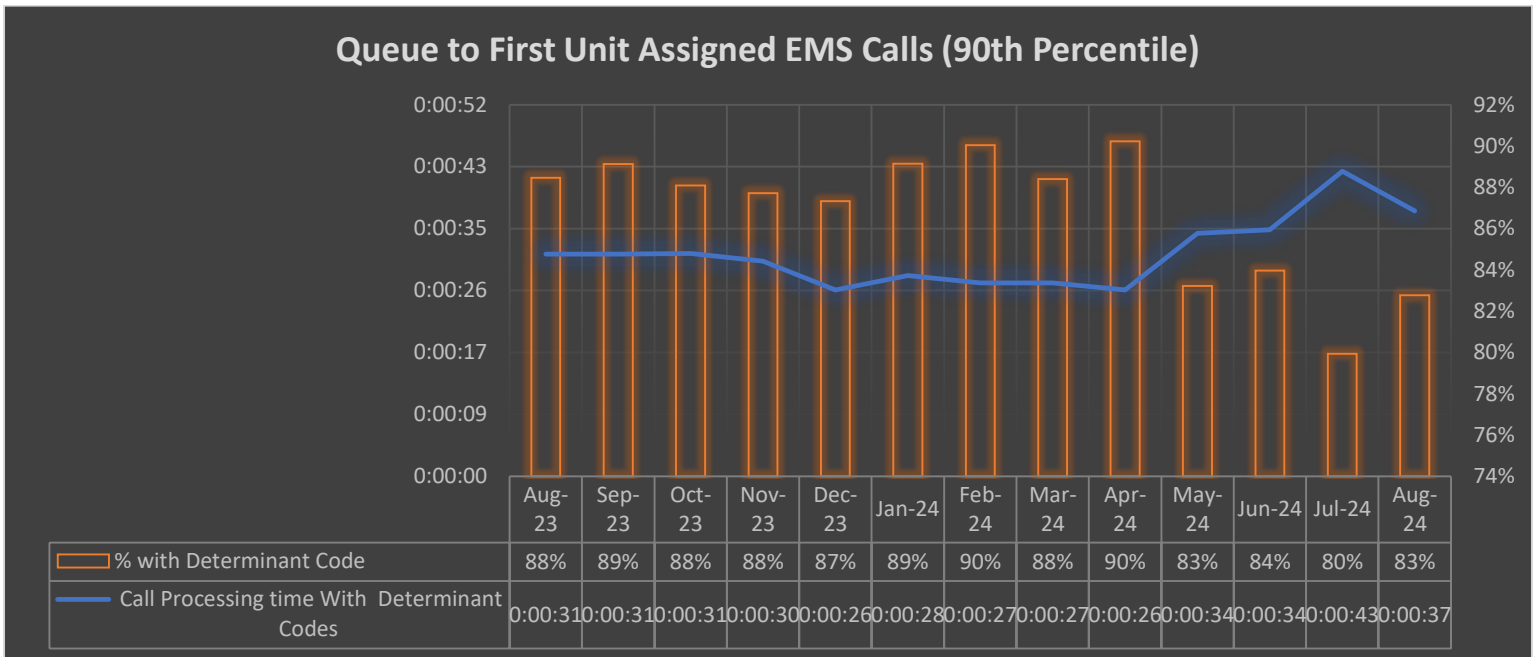
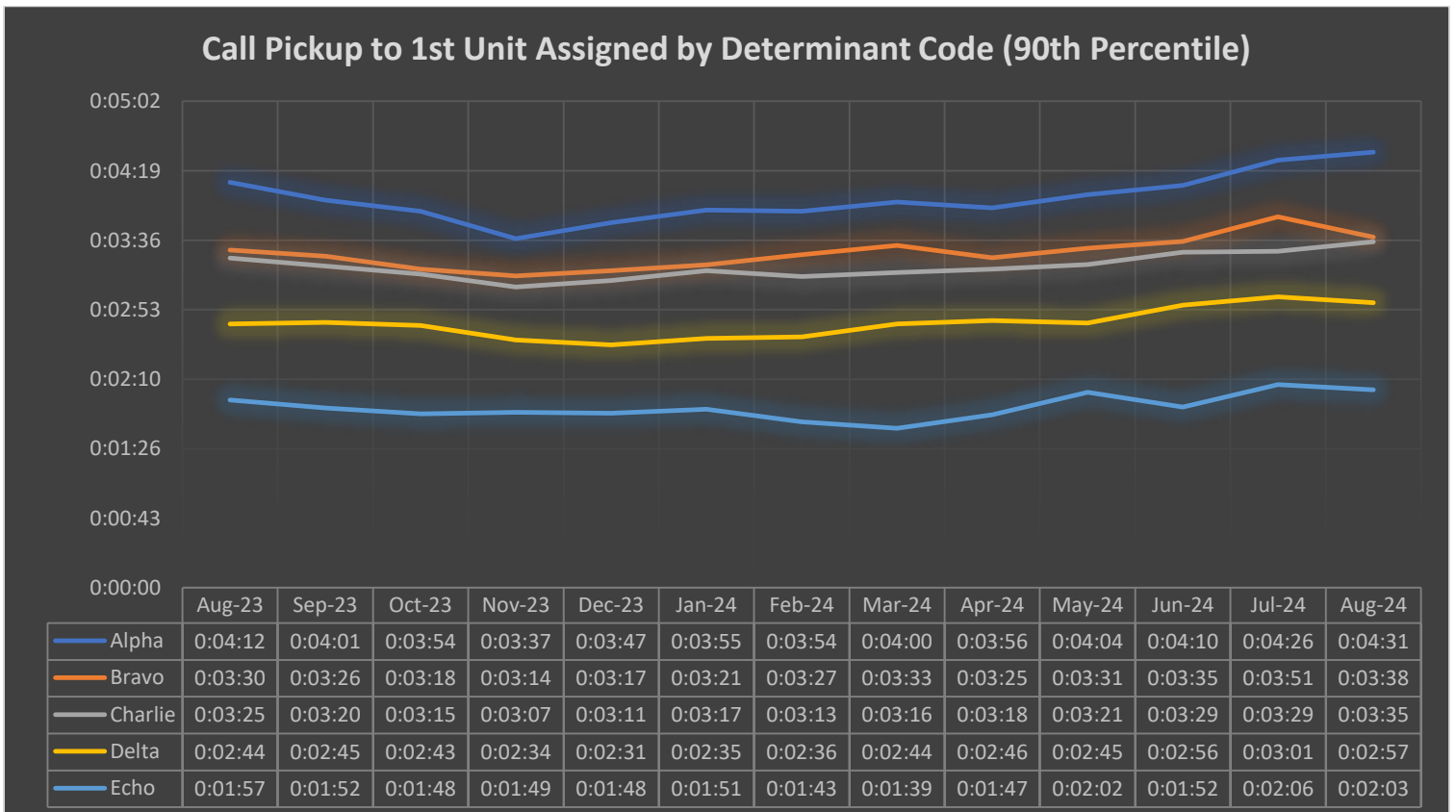


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



### Fire/Rescue Related Calls

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

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

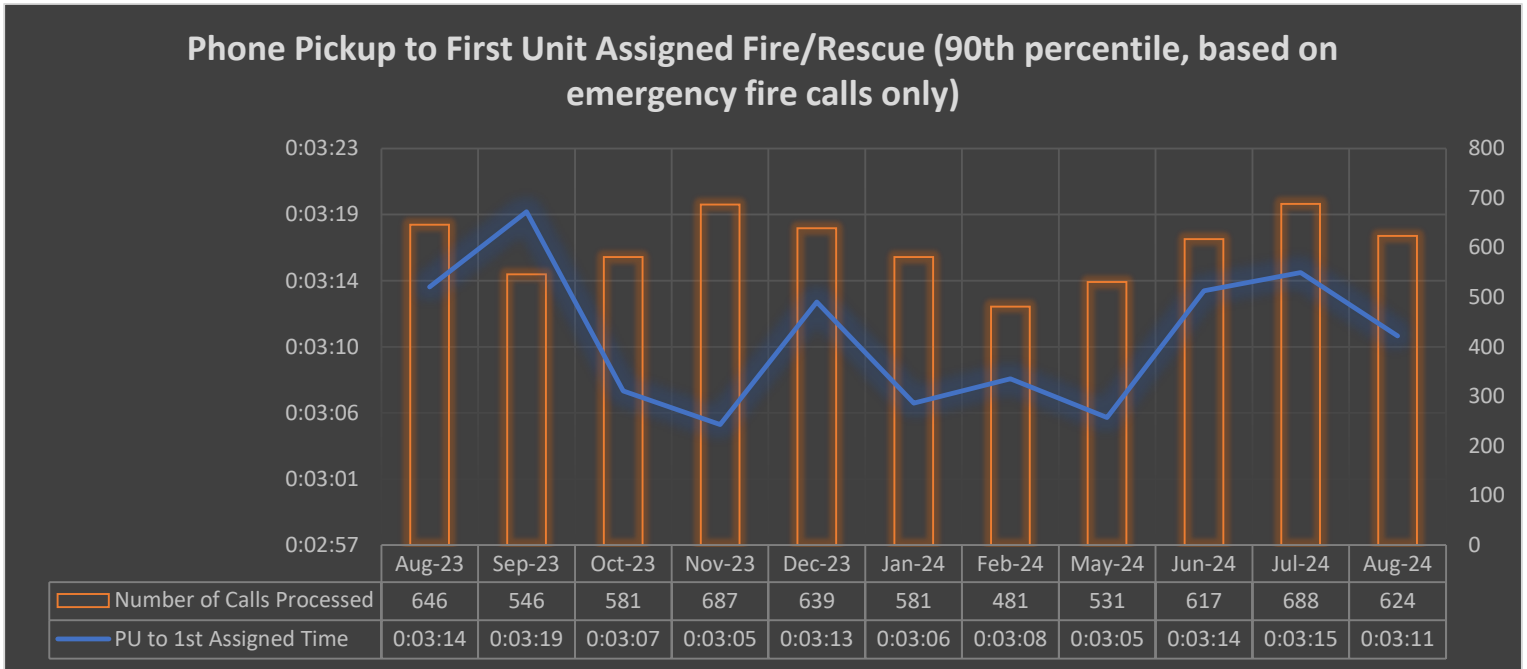


Figure 8: Fire/Rescue Call Pickup to Queue.

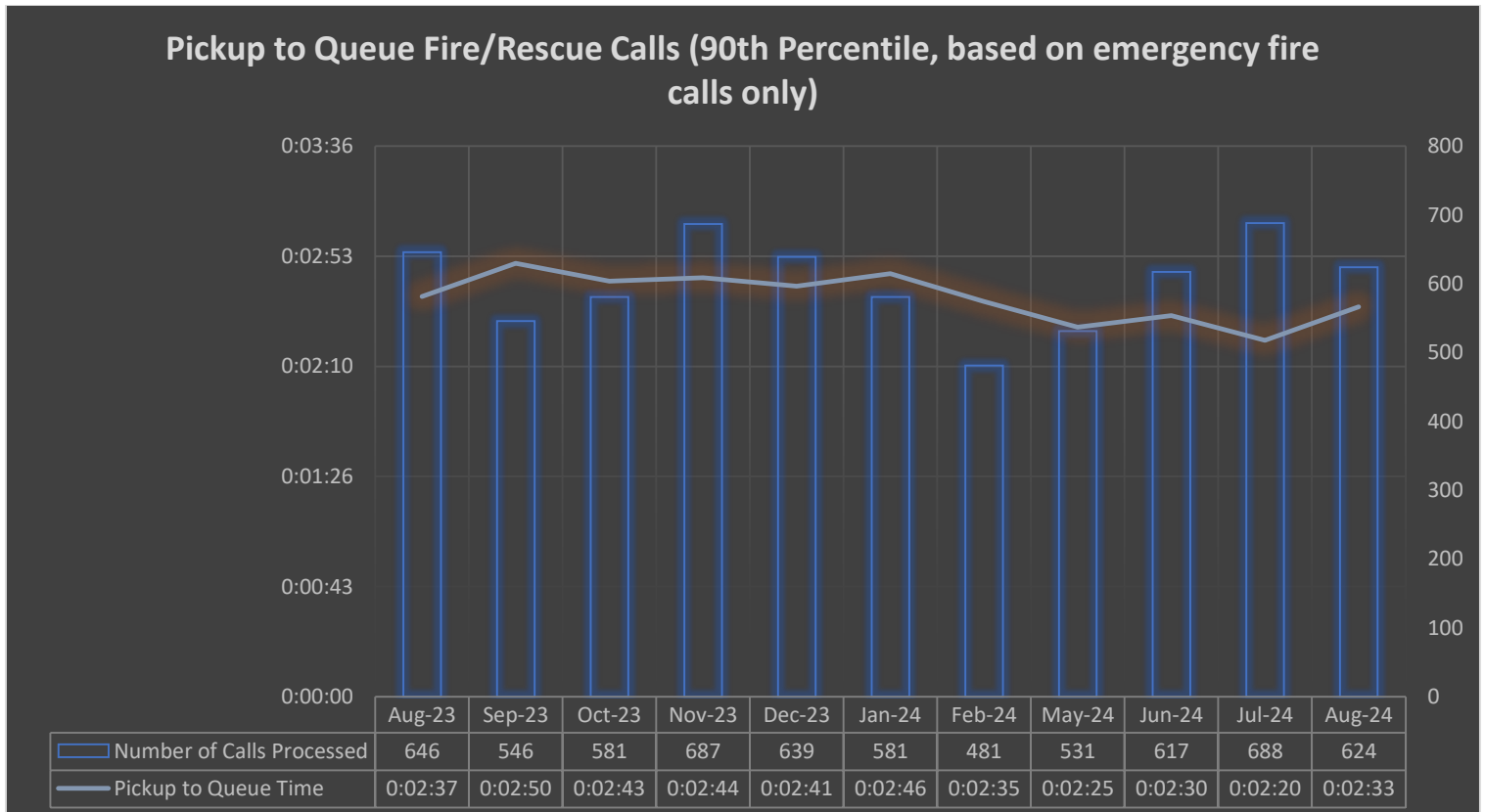
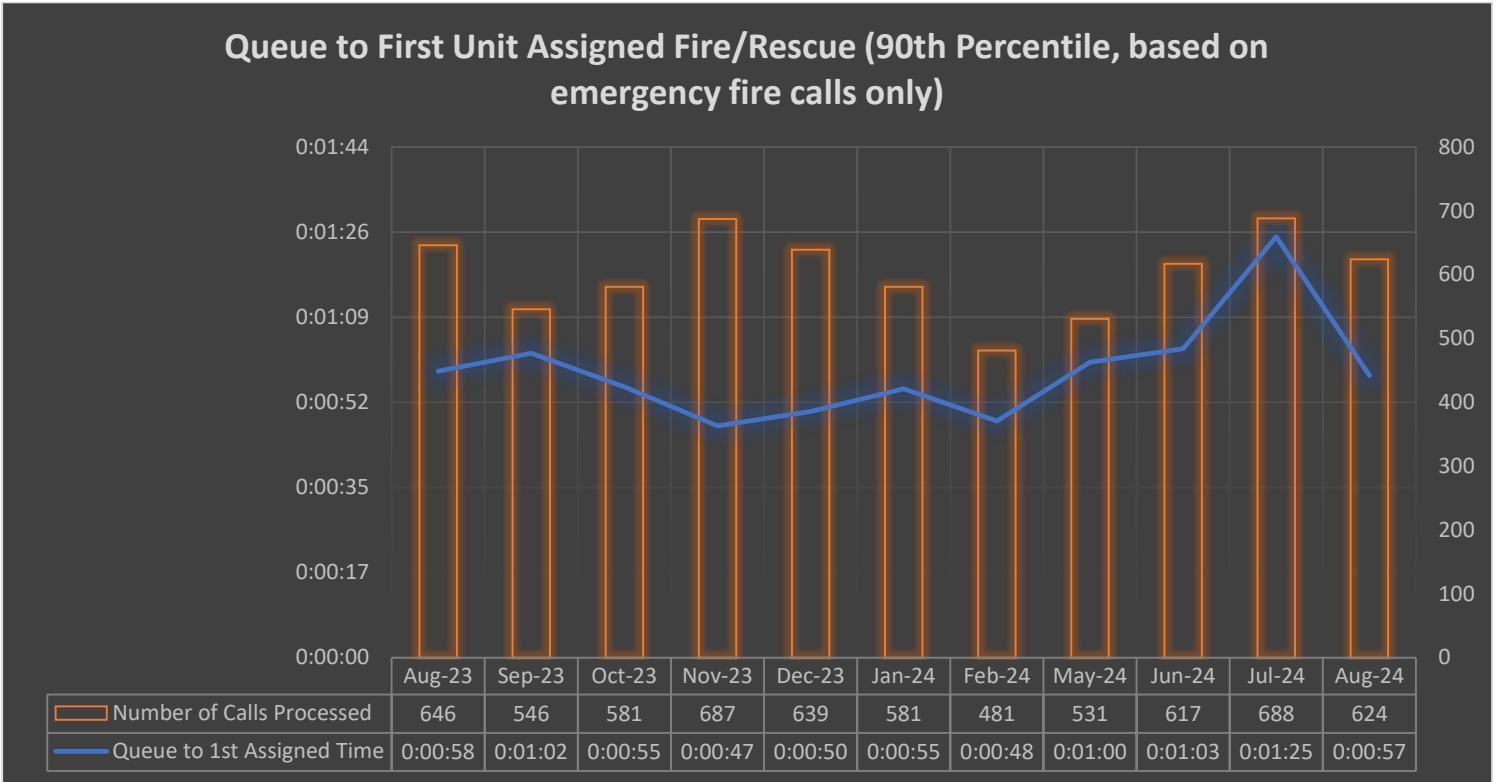




Figure 9: Fire/Rescue Queue to First Unit Assigned.



# CONFIRE ECNS Analysis

## August 2024



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

August 2024

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

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

Total Emergency EMS Calls Processed	18,363
Total EMS Calls with Obtainable Determinant Code	14,508
Total EMS Calls (EMD Obtainable) with Determinant Code	11,971
% of EMS Calls with Determinant Code	82.5%

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

Total Calls Eligible for ECNS:	1,467
% of EMS calls with Determinant Code Eligible for ECNS	12%
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	685
% of Eligible EMS Calls Transferred to ECNS	43.6%
% of Total EMS Calls Transferred to ECN6	3.7%

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

Incoming Calls to Emergency Communications Nurse (ECN) Nurse		
	Total ECNS Transfers	685
	Transferred via CAD Service (did not connect with ECN)	20
	Calls Aborted (Hangups, disconnects)	101
	Total Calls received and completed by ECN	564
Status in ECN Call Center		
	ECN returned call for Emergency Transport	161
	Patient had no alternative means of transport (Returned for non-emergency transport)	290
Ambulance Transport Status		
	Total calls to reach ECN that resulted in an ambulance response	439
	% of total calls to reach ECN that resulted in ambulance response	77.8%
	Total ambulance responses that resulted in a transport	238
	% of response with transport	54%
	Number of ECNS who received ECN direction and did not transport by ambulance.	113

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

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

Call Type	Total Calls in LowCode	Total LowCode calls referred back for a Response	Total Responses with Transport	Call Type as % of Total Transports
SICK-A8	77	70	54	14%
SICK-O1	38	32	19	5%
BACK-A1	45	42	37	10%
SICK-A2	28	22	14	4%
ABD-A1	20	17	15	4%
SICK-A3	43	37	28	8%
SICK-A11	26	20	18	5%
TRAUMA-A3	25	24	18	5%
TRAUMA-A3	25	24	18	5%
SICK-A4	19	18	14	4%
FALL-A3	26	24	23	6%
FALL-A2	24	22	18	5%
SOB - Shortness of Breath	12	12	10	3%
DIA-O1	15	11	8	2%
CHOKO-O1	14	6	3	1%
PS - Public Service	15	15	4	1%
CP - Chest Pains	11	11	11	3%
TRAUMA-A2	19	13	9	2%
TRAUMA-A2	19	13	9	2%
DIA-A1	6	6	4	1%
UNC - Unconscious Person	11	11	10	3%
UNC - Unconscious Person	11	11	10	3%
FALL-O1	13	12	8	2%
HEAD-O1	8	5	2	1%
SICK-A6	6	6	5	1%

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

Point of Care Selected by ECN	# of patients	% of all care recommendations given
Seek Emergency Care as Soon as Possible	223	42.5%
Seek Face to Face Care within 1-4 Hours	102	19.4%
Emergency Response	160	30.5%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	14	2.7%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	8	1.5%
Schedule a Routine Appointment with a Doctor/Health Care Professional	7	1.3%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	5	1.0%
Self-Care	5	1.0%
Contact Poison Control or Local Pharmacist	1	0.2%

*\*This represents recommended care given by the ECN. The ECNS program does not have a mechanism to follow up on whether callers follow through with the recommendations. Also, the numbers in this table includes callers who were provided a recommendation that did not require ambulance transport, but received that transport anyway due to lack of alternative transportation (see table 3 for detail).*

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

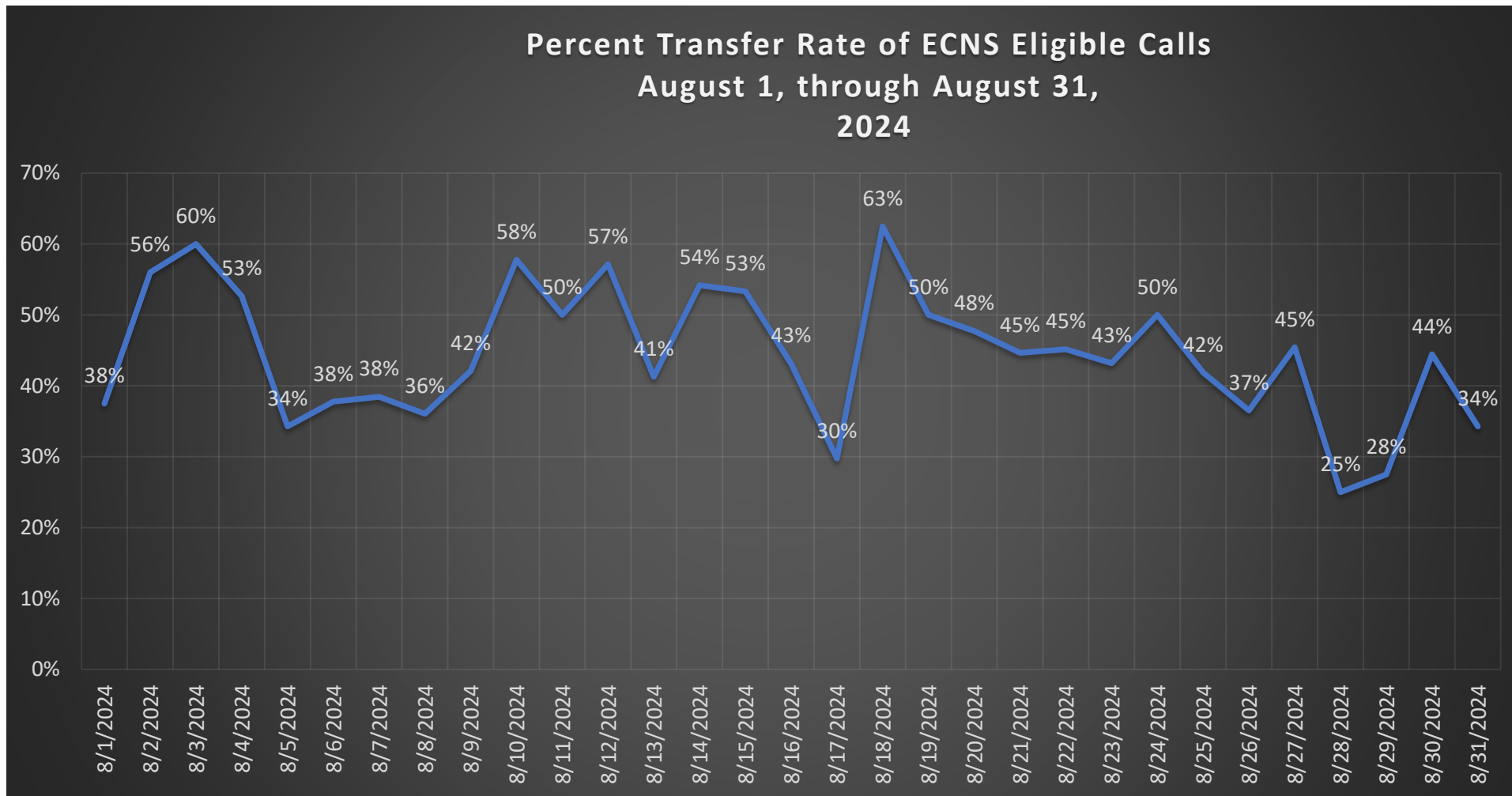




Figure 2: Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

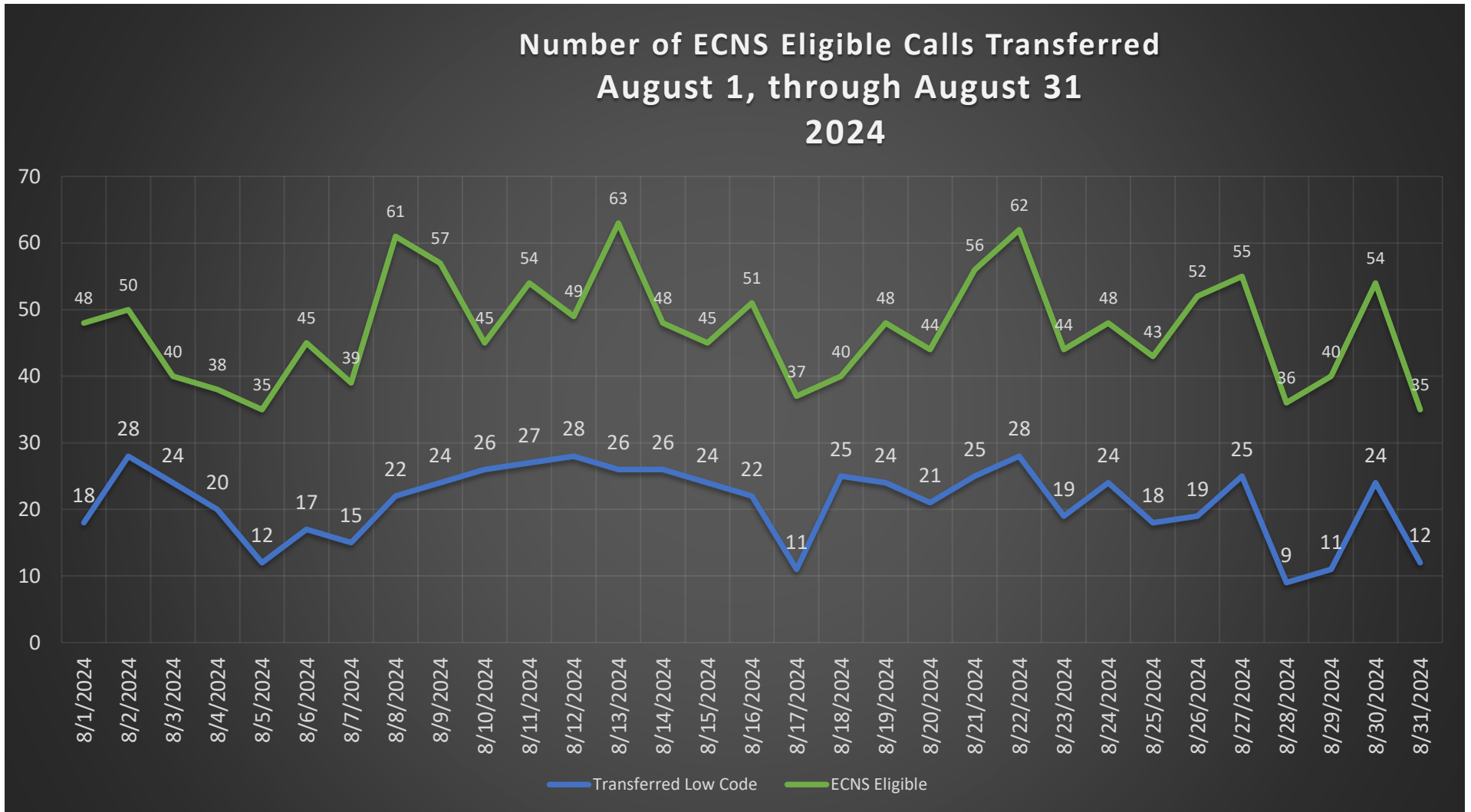


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.

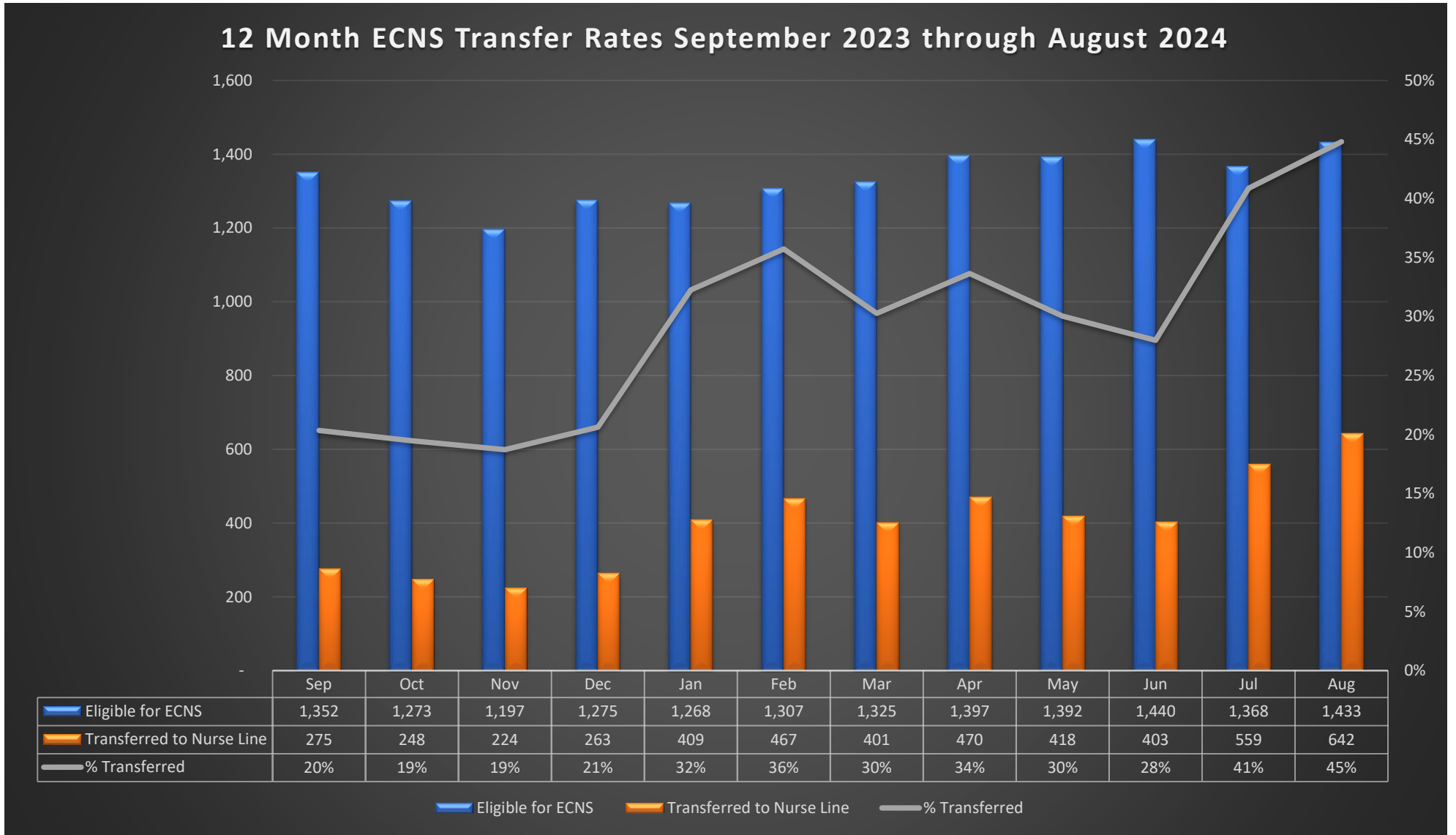
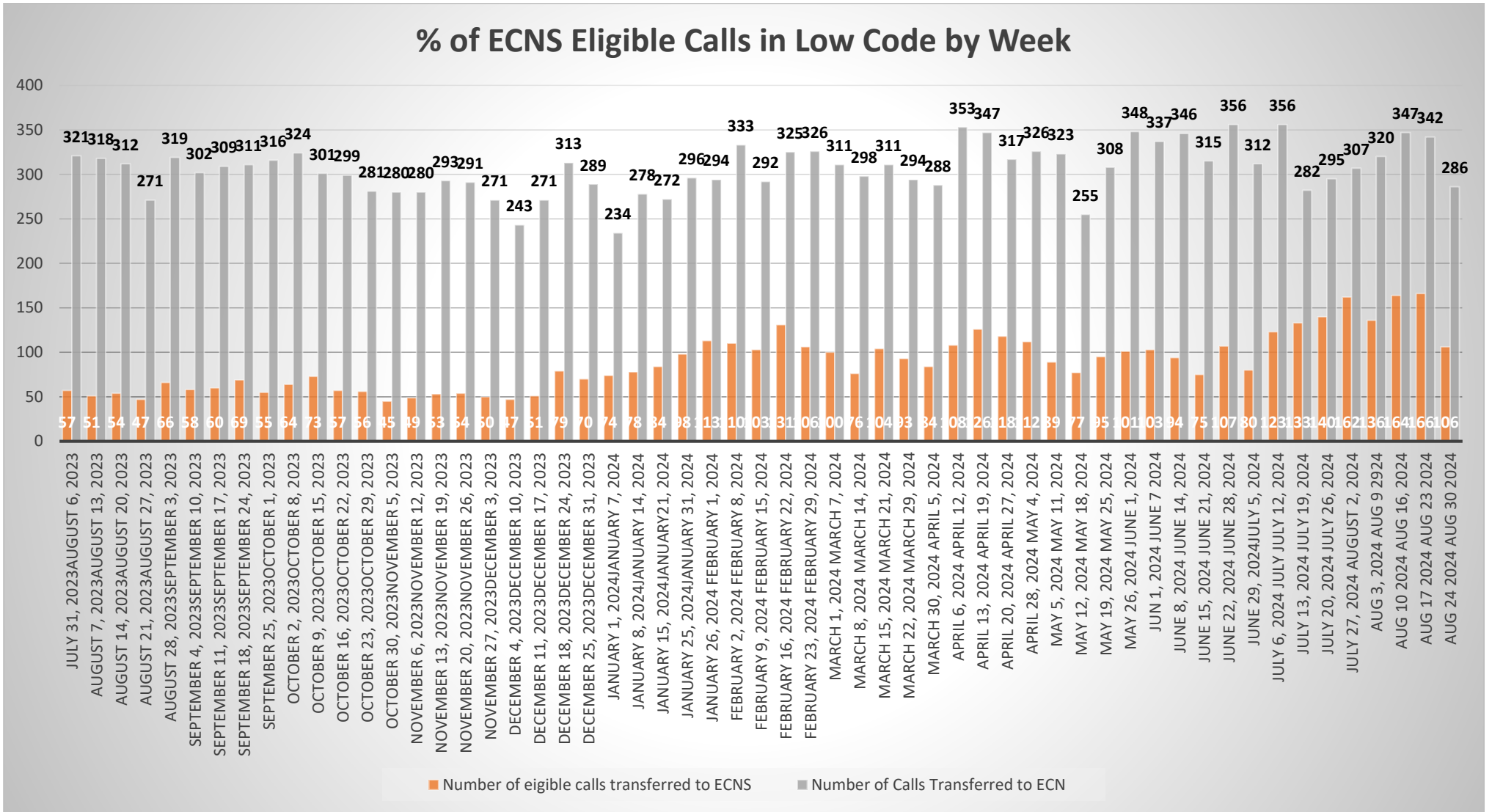


Figure 4: Number of eligible ECNS calls and rates of transfer from August 2023 through August 2024.



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

August 2024

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

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

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

Disposition Text from CAD	Number of Calls	% of Total Eligible Calls Not Sent to LowCode
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff at CONFIRE and REMSA or hold music on transfer (Sup Approval)	544	67.7%
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staffing or hold music on transfer	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: INABILITY TO INTERROGATE PT= Inability to talk, belligerent, RP not at same location	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	84	10.4%
*Call Taker decided to not send incident to LowCode, with reason: PT COMPLETE IMMOBILITY= Cannot move, bedridden or on the ground unable to get up	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: PT IN PUBLIC PLACE= PT is in an area where large crowds are gathering (i.e. sports complex)	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: QUICK LAUNCH= CPR, UNC, CP, SOB, CVA	120	14.9%
*Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	19	2.4%
*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= PT is a minor at school or NO adult on scene	18	2.2%

*Call Taker decided to not send incident to LowCode, with reason: TEST/REOPENED CALL= Test or reopened call	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= Staff requesting 911 or PT directed by medical facility to call 911	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= RP is a child caller <16 or RP is a minor calling for minor PT	0	0.0%
* Call Taker decided to not send incident to LowCode, with reason: PUBLIC SERVICE= A public service has been dispatched	0	0.0%
* Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	19	2.4%

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT**, entered into between the **STATE OF CALIFORNIA EMERGENCY MEDICAL SERVICES AUTHORITY** (hereinafter referred to as the “State of California” or “the **STATE**”) and **Consolidated Fire Agencies** (hereinafter referred to as the **RECIPIENT**) for the purposes of transferring a Disaster Medical Support Unit vehicle (hereinafter referred to as “DMSU”) and all associated equipment and supplies. The effective date of this Agreement is **October 1, 2024**, but in no case shall be prior to the Agreement execution date by all parties.

**IT IS HEREBY MUTUALLY AGREED** between the parties hereto as follows:

1. The **STATE** hereby transfers possession to the **RECIPIENT**, and **RECIPIENT** hereby accepts possession from the **STATE**, of the Disaster Medical Support Vehicle and Equipment listed on “Exhibit A” which is attached to and made a part of this Agreement.
2. The Disaster Medical Support Vehicle may be used for the following civil defense and disaster purposes, namely: as part of a local, regional or statewide mutual aid response, activations of Ambulance Strike teams during emergencies threatening properties vital to national defense or important military installations, parades, displays and demonstrations, and training of Emergency Medical Technicians and Paramedics.
3. **RECIPIENT** may add additional equipment and supplies beyond those listed in Exhibit A; **RECIPIENT** shall advise the State of any such additions. However, no deletion or diminution from the basic supply load may be made by the **RECIPIENT** without advance permission from the **STATE**. The **RECIPIENT** is responsible for maintaining the basic supply inventory at all times for disaster response. Any modification to the external appearance of the vehicle, including the addition of or change to existing graphics, logos, lettering, etc. must be in accordance with requirements as specified in the DMSU Vehicle Turnover Sheet.
4. **Garage, Maintenance, Repair and Replacement:** During the term of this Agreement, the **RECIPIENT** agrees to garage the DMSU in a secured location, and competently staff, operate, maintain and repair said Disaster Ambulance Support Unit and equipment (hereinafter collectively referred to as “DMSU” except where equipment alone is specifically referenced, in which case the term “equipment” is used) at its sole cost and expense, except as otherwise expressly provided for in this Agreement. Equipment shall be housed on the property of the **RECIPIENT**, or one of **RECIPIENT’s member agencies**, in a secured manner to provide reasonable protection against inclement weather, sabotage, theft or malicious damage. Equipment shall be maintained in such a condition that it is available for immediate emergency use, and at the same operational standard as other emergency equipment operated by the **RECIPIENT**. Maintenance shall include care of: equipment, tires, regular engine oil and filter and other fluid changes according to the manufacturer’s specifications, chassis lubrication where appropriate; fuel; general cleaning and polishing; minor body repairs; periodic testing; and training. Repairs shall include, without being limited to: motor tune-ups, transmission repairs, differential and running gear, brake,

exhaust and emission control systems, cooling devices including engine radiator and transmission cooler, and air conditioning systems.

- a. Maintenance and repairs for each individual item that is less than \$100.00 shall be the sole responsibility of **RECIPIENT**.
  - b. Repairs that exceed \$100.00 for each individual item of repair shall be the responsibility of the **STATE** on a \$100.00 deductible basis, unless in the judgment of the **STATE** the required repair results from intentional abuse, misuse or negligence on the part of the **RECIPIENT** in the maintenance or use of the equipment, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of the **RECIPIENT**. In no event shall the **RECIPIENT** approve or make repairs costing more than \$400.00 for any single item of repair without first obtaining authorization in writing from the **STATE** or in emergency situations, through a pre-designated authorized repair facility, as per the Fleet Manual.
  - c. Replacement of tires and batteries shall be the responsibility of the **STATE**, unless damage thereto is the result of negligence or misuse on the part of the **RECIPIENT**. Procurement of tires and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the **STATE**, prior to procurement.
  - d. Repair or replacement of the equipment transferred hereunder which is consumed, damaged or destroyed during mutual aid operations when the **STATE** has dispatched or directed the dispatch of said equipment as part of the state's medical mutual aid system, or when the **STATE** has reassigned said equipment pursuant to the provisions of paragraph 8 of this Agreement, shall be the responsibility of the **STATE**. However, if any such loss, damage or consumption is due to intentional abuse, misuse, or negligence of the **RECIPIENT**, the **RECIPIENT** shall be liable. The **RECIPIENT** agrees that it will assume responsibility in full for the repair or replacement of equipment which has been consumed, lost, stolen, damaged or destroyed in operations other than referred to in paragraph 2, above.
  - e. Any dispute arising under this Agreement that is not disposed of by mutual agreement shall be decided by the Director of the **State Emergency Medical Services Authority**, who may consider written or verbal evidence submitted by the **RECIPIENT**.
5. **INSPECTION OF EQUIPMENT:** The **RECIPIENT** agrees that authorized representatives of the **STATE** may inspect the DMSU at any time without advance notice during normal business hours of the **RECIPIENT**.
  6. **TRAINING:** Reasonable and continual training of **RECIPIENT'S** employees shall be carried on so that trained personnel shall at all times be available to staff the DMSU for Ambulance Strike Teams in the event of a declaration of a state of emergency or as requested by the **STATE**.
  7. **DISPATCHING:** All movement of the DMSU shall be handled through the official dispatching channels of the **RECIPIENT**. Dispatchers for **RECIPIENT** will

recognize and act on all official requests for movement of the equipment in conformance with the State Disaster Medical Response Plan. The **STATE** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the DMSU whenever, in the opinion of the Director of the State Emergency Medical Services Authority, his/her representatives, Regional Disaster Medical/Health Coordinators, or Medical/Health Operational Area Coordinators, such equipment is essential to the protection of life and property in another jurisdiction.

8. **REIMBURSEMENT FOR MUTUAL AID RESPONSE:** Reimbursement procedures for mutual aid response shall be in accordance with the Standardized Emergency Management System (SEMS).
9. **STAFFING:** The **RECIPIENT** agrees to staff the DMSU according to the Ambulance Strike Team Guidelines.
10. **REPORTS AND RECORDS:** The **RECIPIENT** shall maintain daily, monthly and quarterly reports as required by **STATE** on the details of use of the DMSU and training on forms provided by the **STATE**, and shall forward one copy of the reports quarterly to the **STATE**, and shall compile and forward such other forms as may be required by the **STATE** or its duly authorized representative. In addition, a detailed report on the use of the equipment on each response shall be submitted within seven calendar days after activation to the **STATE**, with copies of this report forwarded to the appropriate Regional Disaster Medical/Health Coordinators, or Medical/Health Operational Area Coordinators.
11. **REPORTING OF ACCIDENT(S):** Immediately following any and all accidents involving the DMSU, it shall be the responsibility of the **RECIPIENT** to complete a State Form 270, "Report of Automobile Accident," and a copy of the appropriate Workers Compensation Forms for personal injuries, and file the reports with the **STATE**. **RECIPIENT** shall send the original and four copies to the **STATE**. The **STATE** will provide all required forms, logs, cards and instruction in a suitable binder.
12. **INSURANCE PROTECTION (OTHER THAN STATE AGENCIES):**

The **RECIPIENT** agrees upon execution of this Agreement to furnish evidence of insurance for the DMSU pursuant to the provisions of Division 9, Chapter 1, Article 1 (Sections 17000 et seq.), of the Vehicle Code of California, with bodily injury limits of liability in the amount of \$1,000,000 and property damage limits of liability in the amount of \$1,000,000 by means of a Certificate of Insurance  naming State of California as Additional Insured . Said certificate shall contain an agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the **STATE** and that the **STATE** is not liable for the payment of any premiums or assessments thereon.

13. **INSURANCE PROTECTION (OTHER STATE AGENCIES):** Any insurance necessary for replacement/repair of equipment (non-vehicle) loss shall be the sole responsibility of the department/recipient having custody of the equipment. The **RECIPIENT** agrees to report equipment as being under its control to the Insurance Officer, Department of General Services.



14. **OPTIONAL TERMINATION OF AGREEMENT:**

- a. **RECIPIENT** may terminate this Agreement and return the DMSU and equipment at any time. **STATE** may terminate this Agreement without cause upon 30 calendar days advance written notice to **RECIPIENT**, at which time **RECIPIENT** shall return the DMSU and all equipment, set forth in Exhibit A to this Agreement, to the **STATE**. **STATE** may terminate this Agreement for cause and repossess the DMSU or any portion of the equipment immediately without prior notice whenever it deems that the DMSU or equipment is being misused, abused, or is not being maintained or repaired in accordance with this Agreement.
- b. Upon termination of this agreement **RECIPIENT** agrees to return all equipment identified in Exhibit A to this Agreement in the same condition as received; except allowances will be made for: normal wear and tear, force majeure, or other conditions over which **RECIPIENT** has no control.
- c. It is anticipated that some minor inventory discrepancies will occur whenever items of equipment are replaced, deleted or added by the **STATE** or replaced by the **RECIPIENT**. It is mutually agreed that no amendment to this Agreement need be made for minor inventory discrepancies; provided however, at the termination of this Agreement a complete reconciliation of all equipment identified in Exhibit A will be made. The **RECIPIENT** further agrees that all replacements for equipment will be made with identical or substantially like items in quality or grade. In the event of any disagreement as to the replacement of an item, a final determination will be made by the Director of the **State Emergency Medical Services Authority**.

15. The **STATE** may, in its sole discretion, waive in advance in writing any requirement of this Agreement that the DMSU and equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which the writing refers.

16. The **STATE** will maintain registration and license plates for Disaster Ambulance Support Unit vehicles through the California Department of Motor Vehicles.

17. **AGREEMENT FOR USE OF RADIO EQUIPMENT:**

- a. The **STATE** will furnish the **RECIPIENT**, at **STATE'S** sole cost, radio equipment to operate on the **STATE'S** assigned frequencies.
- b. The **STATE** agrees to deliver and install, as needed, said equipment without cost to the **RECIPIENT**.
- c. All repairs and/or maintenance to radio equipment must be performed by Public Safety Communications (PSC) authorized repair facility.
- d. The **RECIPIENT** agrees to operate said radio equipment in accordance

with the Rules and Regulations of the Federal Communications Commission. It is further agreed that the **STATE** may cancel this Agreement at any time for violation by RECIPIENT of the laws, rules and/or regulations of the Federal Communications Commission in the use of the radio equipment. The effective period of this Agreement shall be concurrent with the Federal Communications commission license(s) of said radio equipment.

- e. The STATE is the owner of all radio equipment subject to this Agreement, and all applications to the Federal Communications Commission seeking authority to add, modify or replace equipment covered by this Agreement shall be made by and in the name of the State of California. In compliance with the control requirements of the Communications Act of 1934, as amended, the **STATE** hereby authorizes the **RECIPIENT** to operate said radio equipment as specified in paragraph "d" above.
18. The **STATE** assumes no liability hereunder, and RECIPIENT agrees to indemnify STATE, for claims or losses accruing or resulting to any person, firm or corporation furnishing or supplying work, services or material or services in connection with the RECIPIENT'S performance of this Agreement, or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by RECIPIENT'S negligence or intentional acts.
19. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

**RECIPIENT:**

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

\_\_\_\_\_  
Date:

**STATE OF CALIFORNIA:**



\_\_\_\_\_  
Elizabeth Basnett, Director  
Emergency Medical Services Authority  
State of California

8/28/2024  
\_\_\_\_\_  
Date

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



Contract Number  
24 802

SAP Number  
\_\_\_\_\_

### San Bernardino County Fire Protection District

Department Contract Representative Dan Munsey  
Telephone Number 387-5779

Contractor	<u>Consolidated Fire Agencies</u>
Contractor Representative	_____
Telephone Number	_____
Contract Term	_____
Original Contract Amount	_____
Amendment Amount	_____
Total Contract Amount	_____
Cost Center	_____
Grant Number (if applicable)	_____

**Briefly describe the general nature of the contract:**

This is to approve an agreement with the Consolidated Fire Agencies, a Joint Powers Authority, that allows the San Bernardino County Fire Protection District to provide Advanced Life Support and Basic Life Support Ground Ambulance Services, and Interfacility Critical Care Transport Services within the jurisdiction of San Bernardino County Fire Protection District, and to receive compensation for such services at hourly rates as specified in the agreement, for the period commencing October 1, 2024, through September 30, 2029.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

[Signature]  
Rick Luczak, Deputy County Counsel

Date 9/15/2024

Reviewed for Contract Compliance

\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

\_\_\_\_\_

Date \_\_\_\_\_

Non-Standard Contract Coversheet

**AGREEMENT  
BY AND BETWEEN  
CONSOLIDATED FIRE AGENCIES  
AND  
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

This Agreement is made and entered into by and between the Consolidated Fire Agencies, a Joint Powers Authority, duly authorized and existing under Government Code, § 6500 et seq. (hereinafter referred to as "CONFIRE") and the San Bernardino County Fire Protection District (hereinafter referred to as "BDC"). CONFIRE and BDC may be referred to individually as Party, or collectively Parties.

**RECITALS**

WHEREAS, CONFIRE submitted a Proposal in response to RFP # ICEMA23-ICEMA-4811, Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino ("Proposal"); and,

WHEREAS, CONFIRE's Proposal included a provision for certain Member and Contract Agencies to provide Advanced Life Support ("ALS") and Basic Life Support ("BLS") Ground Ambulance Services and Interfacility Critical Care Transport Services (collectively referred to as "Transport Services"; and,

WHEREAS, BDC, a Member Agency of CONFIRE, committed to provide the following Transport Services: six (6) fully-equipped and staffed emergency ground ambulances and two equipped reserve emergency ground ambulances; and,

WHEREAS, BDC's commitment to provide Transport Services was included in CONFIRE's Proposal; and,

WHEREAS, CONFIRE was selected as the successful bidder for RFP# ICEMA23-ICEMA-4811 and entered into Contract Number 23-1282 with the San Bernardino County, a copy of which is attached hereto as **Attachment 1**, and incorporated herein by this reference; and,

WHEREAS, it is the intent of the parties hereto that in accordance with Contract Number 23-1282, BDC will provide the services herein described, subject to the terms and conditions contained herein and within Contract Number 23-1282.

**TERMS**

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated into this Agreement by this reference.
2. SCOPE OF WORK:
  - A. BDC shall provide Services that include six (6) fully equipped and staffed emergency ground ambulances and two (2) fully equipped reserve emergency ground ambulances.
    - i. Such Services shall be provided in accordance with the terms and conditions of Contract Number 23-1282.
    - ii. BDC represents and warrants to CONFIRE that it has the necessary infrastructure, resources, personnel, training, and licenses to provide the Services under this Agreement in accordance with all terms of this Agreement.
  - B. CONFIRE and BDC understand and agree this agreement for Transport Services is

intended to apply to locations and calls within BDC’s jurisdiction. Any request for response to a call for service outside of BDC’s jurisdiction, or request for additional ground ambulances, may be accomplished via a separate mutual aid agreement; alternatively, the parties may, by written agreement signed by the parties, amend this agreement to provide for such additional resources.

3. PAYMENT:

CONFIRE shall compensate BDC for the Services provided as set forth below:

- A. Unit Hour Cost at a rate of One Hundred Sixty-Seven Dollars and Seventy-Two Cents (\$167.72). The Unit Hour Cost is reflective of the cost of providing the Service.
- B. Unit Hour Cost for BDC personnel labor without use of BDC ambulance and equipment will be reimbursed at a rate of One Hundred Fifty-Two Dollars and Eighty Cents (\$152.80).
- C. Payment shall be made to BDC on a quarterly basis based upon invoices that are prepared from CAD data, reflective of the in-service hours for BDC.
- D. CONFIRE will review the reimbursement rates annually on or before March 1 of each year and the Parties will mutually agree to any adjustment in the reimbursement rate.

4. TERM OF AGREEMENT:

- A. Effective Date: This Agreement shall become effective on October 1, 2024, the date specified for services in Contract Number 23-1282.
- B. Term: This Agreement shall remain in full force and effect from the Effective Date until September 30, 2029, unless terminated earlier as set forth in Paragraph 20 of this Agreement. This Agreement may be extended by an additional five (5) year term upon the extension of Contract Number 23-1282.

5. MODIFICATIONS TO AGREEMENT: A review of the Agreement terms may be initiated at any time by either Party upon written notice to the other. The parties agree to negotiate in good faith and deal fairly with respect to performance under this Agreement and any proposed modifications. This Agreement may be modified only in writing and with the approval of both BDC and CONFIRE through each entity’s governing body.

6. EMPLOYEE STATUS/WORKERS’ COMPENSATION: It is expressly understood that in the performance of the Services herein provided for, BDC shall be, and is, an independent contractor and is not an agent or employee of CONFIRE. BDC has and shall retain the right to exercise full control and supervision of the Services and full control over the employment, direction, assignment, compensation, and discharge of all persons employed by BDC and assisting in the performance of Services hereunder. BDC shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, workers’ compensation, withholding, and all regulations governing such matters.

7. INDEMNIFICATION:

BDC agrees to indemnify, defend (with counsel reasonably approved by CONFIRE) and hold harmless CONFIRE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement by BDC, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of BDC and for any costs or expenses incurred by CONFIRE 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 indemnitees. BDC’s indemnification obligation shall not apply to CONFIRE’s negligence or “willful” misconduct within the meaning of Civil Code Section

2782.

CONFIRE agrees to indemnify, defend (with counsel reasonably approved by BDC) and hold harmless BDC and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement by CONFIRE, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of CONFIRE and for any costs or expenses incurred by BDC 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 indemnitees. CONFIRE's indemnification obligation shall not apply to BDC's negligence or "willful" misconduct within the meaning of Civil Code Section 2782.

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

## 8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

BDC shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the BDC, its agents, representatives, or employees.

### A. Minimum Scope and Limit of Insurance

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 \$3,000,000 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: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if BDC has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$3,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance 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. Professional Liability (Errors and Omissions) Insurance appropriate to the BDC's profession, with limit no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the BDC must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the CONFIRE for review.

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

limits of insurance and coverage shall be available to the CONFIRE.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The CONFIRE, 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 BDC including materials, parts, or equipment furnished in connection with such work or operations.
2. General liability coverage can be provided in the form of an endorsement to the BDC's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, CG 20 39 (not allowed from subcontractors), or CG 20 40.

C. Primary Coverage

For any claims related to this contract, the BDC's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CONFIRE, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CONFIRE, its officers, officials, employees, or volunteers shall be excess of the BDC's insurance and shall not contribute with it.

D. Notice of Cancellation

BDC shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, BDC shall forthwith obtain and submit proof of substitute insurance.

E. Waiver of Subrogation

BDC hereby grants to CONFIRE a waiver of any right to subrogation which any insurer of said BDC may acquire against the CONFIRE by virtue of the payment of any loss under such insurance. BDC 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 CONFIRE has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CONFIRE for all work performed by the Contractor, its employees, agents and subcontractors.

F. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the CONFIRE. The CONFIRE may require the BDC to 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 CONFIRE.

G. 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 CONFIRE.



H. Verification of Coverage

BDC shall furnish the CONFIRE with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CONFIRE before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the BDC's obligation to provide them. The CONFIRE reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. Subcontractors

BDC shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that CONFIRE is an additional insured on insurance required from subcontractors.

J. Special Risks or Circumstances

CONFIRE reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. BDC RECORDS:

BDC shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Agreement performance as set forth in Contract Number 23-1282.

All records shall be complete and current and comply with all Agreement requirements. Such records include but are not limited to patient care reports. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Agreement.

All records relating to BDC's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Agreement 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.

CONFIRE, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of BDC in the delivery of Services provided under this Contract. BDC shall cooperate fully in any auditing or monitoring conducted. BDC shall cooperate with CONFIRE in implementing, monitoring, and evaluating this Contract and comply with any and all reporting requirements established by CONFIRE. BDC shall not disclose any protected health information or any other record or information protected by state and/or federal law to CONFIRE, State, and Federal government under this section of the Agreement.

All records pertaining to Services delivered and all fiscal, statistical, and management books and records shall be available for examination and audit by CONFIRE representatives for a period of three years after final payment under this Contract or until all pending CONFIRE, State, and Federal audits are completed, whichever is later.

10. WAIVER: No waiver of a breach of any provision of this Agreement will constitute a waiver of any

other breach or of such provision. Failure of either Party to enforce at any time, or from time to time any provision of this agreement will not be construed as a waiver thereof. The remedies herein reserved will be cumulative and additional to any other remedies in law or equity.

11. PARTIAL INVALIDITY: Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

12. NOTICES: All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

**San Bernardino County  
Fire Protection District**  
Attn: Dan Munsey, Fire Chief  
598 S Tippecanoe, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415

**Consolidated Fire Agencies  
Joint Powers Authority**  
Attn: Nathan Cooke  
1743 Miro Way  
Rialto, CA 92376

13. APPLICABLE LAW: At all times during the term of this Agreement, CONFIRE and BDC shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America, the State of California, including all agencies and subdivisions thereof, and the Inland Counties Emergency Medical Agency.

14. VENUE: The venue of any action or claim brought by any party to the Agreement will be the Superior Court of San Bernardino County. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

15. ATTORNEYS' 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 fees, regardless of who the prevailing party is. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

16. CONTRACT ASSIGNABILITY: Without the prior written consent of neither CONFIRE nor BDC may assign or subcontract its obligations under this Agreement either in whole or in part.

17. CONFIDENTIALITY: Pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act, regulations have been promulgated governing the privacy of individually identifiable health information. BDC and CONFIRE acknowledge that they are a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. BDC and CONFIRE agree to comply fully with the terms of HIPAA and HITECH and the regulations promulgated thereunder and to ensure any subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. BDC and CONFIRE further agree to comply with the requirements of all other applicable federal and state laws/regulations that pertain to the protection of health information.

18. RELEASE OF INFORMATION: No news releases, advertisements, public announcements, or photographs arising out of the Agreement or BDC's relationship with CONFIRE may be made or used without prior written approval of CONFIRE.

19. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement and each of its provisions.
20. CORRECTION OF PERFORMANCE DEFICIENCIES:
- A. Failure by BDC to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Agreement.
  - B. In the event of a non-cured breach, CONFIRE may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:
    - A. Afford BDC thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of CONFIRE; and/or
    - B. Terminate this Agreement immediately and be relieved of the payment of any consideration to BDC. In the event of such termination, CONFIRE may proceed with the work in any manner deemed proper by CONFIRE. The cost to CONFIRE shall be deducted from any sum due to BDC under this Agreement, and the balance, if any, shall be paid by BDC upon demand.
21. 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.
22. EMPLOYMENT DISCRIMINATION: During the term of the Contract, BDC 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. BDC 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.
23. DEBARMENT AND SUSPENSION: BDC certifies that neither it nor its principals or employees are presently disbarred, 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>). BDC 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.
24. ENTIRE AGREEMENT: This Agreement, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. 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 original signed Agreement upon request.

Item 24.

- 25. MISCELLANEOUS: BDC shall ensure all personnel providing Services under this Agreement have all required licenses and certifications required by the State of California and the Inland Counties Emergency Medical Agency, and as specifically set forth in Contract Number 23-1282.
- 26. DISPUTES: In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.

IN WITNESS WHEREOF, BDC, and CONFIRE have caused this Agreement to be executed by their authorized agents.

**San Bernardino County Fire Protection District**

*Dawn Rowe*

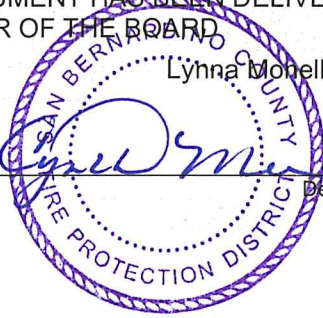
Dawn Rowe, Chair, Board of Directors

Dated: SEP 10 2024

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

Lynna Monell, Secretary

By *[Signature]* Deputy



**Consolidated Fire Agencies**

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

By *[Signature]*  
(Authorized signature - sign in blue ink)

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

Title *Interim Director*  
(Print or Type)

Dated: *August 3, 2024*

Address *1743 Midway  
Rialto CA 92376*

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<i>[Signature]</i> Rick Luczak, Deputy County Counsel	<i>[Signature]</i>	<i>[Signature]</i>
Date _____	Date _____	Date _____

**Attachment 1**  
**Agreement for Ground Ambulance Medical Transportation Services**


**CONFIRE**

## STAFF REPORT

**DATE: September 24, 2024**

**FROM: Nathan Cooke  
Interim Director**

**TO: Administrative Committee**

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**SUBJECT: Creation of CONFIRE Fire/Rescue Division**

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### Recommendation

Authorize the creation of the CONFIRE, Fire/Rescue Division.

The Third Amended and Restated CONFIRE Joint Powers Agreement defines its' purpose and method as the following:

*the purpose of CONFIRE and this Agreement is, for the benefit of those persons served by the Parties and those persons served by other agencies who contract with CONFIRE for services, to engage in any lawful act or activity that arises out of or relates to the operation of a regional public safety communications system and **cooperative program of fire protection, rescue and emergency medical services system.***

The CONFIRE Administrative Committee approved Resolution 2023-05, identifying the terms and conditions for fire department response away from their official duty station and assigned to an emergency incident. The resolution authorized CONFIRE to participate in the California Fire Assistance Agreement (CFAA) through the California Governor's Office of Emergency Services, Fire Rescue Division.

Through the current CFAA agreement, CONFIRE is authorized to deploy Fire Communications response personnel, Director, Finance Personnel, MIS personnel, GIS personnel, EMS personnel, and administrative personnel to an emergency incident, in support of an emergency incident, or prepositioned for emergency response to provide fire protection, rescue, and emergency medical services.

The CFAA agreement provides CONFIRE a reimbursement mechanism that offsets the costs associated with such deployments.

By creating the Fire/Rescue Division, CONFIRE can provide professional and skilled assistance to any organization or agency in need during a disaster or other incident. The CONFIRE Director or designee, will be responsible for the Fire/Rescue Division administration, operations, training, and reimbursement activities.

The Fire/Rescue Division will further enhance our regional public safety communication system and cooperative program of fire protection, rescue, and emergency medical services system.

It is recommended that once the Fire/Rescue Division is created, additional fire protection, rescue, and EMS positions such as, but not limited to, retired annuitant Firefighters, Paramedics, Captains, Battalion Chiefs, and Division Chiefs be added to the program and CFAA.

The Big Bear and La Verne Fire Departments, along with several other agencies across the state, have similar long-standing programs that have been extremely successful and have provided a tremendous benefit back to their respective agencies in the way of experience, training, and succession planning.

### **Fiscal Impact**

The costs associated with the Fire/Rescue Division will be fully reimbursed through the CFAA and will include an administrative rate, offsetting the costs associated with administering the program.

**CONFIRE****STAFF REPORT****DATE: September 24, 2024****FROM: Nathan Cooke  
Interim Director****TO: Administrative Committee**

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**SUBJECT: Interim Director Agreement**

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**Recommendation**

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

**Background Information**

On June 28, 2022, the Administrative Committee approved an agreement with Chino Valley Independent Fire District (CVIFD) for Fire Deputy Chief Nathan Cooke to assist the Acting Director. This agreement was amended to extend the term to June 30, 2023. On June 27, 2023, the Administrative Committee approved a new agreement with Chino Valley Independent Fire District for Nathan Cooke to continue serving as the Interim Director of CONFIRE until a permanent replacement was found and extended the term to December 31, 2023. On February 28, 2024, the Administrative Committee approved a six-month extension of the agreement with CVIFD to June 30, 2024. Since CONFIRE was actively responding to the San Bernardino County Ambulance RFP, it was decided to not permanently fill this position until the matter is decided. A recruitment to fill the Director position was conducted with interviews held on April 8, 2024. No offer of employment was made. This resulted in the Administrative Committee approving an amendment to the contract with CVFD to extend the term of Fire Deputy Chief, Nathan Cooke service as the Interim Director of CONFIRE through October 31, 2024.

To ensure the continuity of services, CONFIRE recommends a second amendment to the contract with CVIFD to extend Fire Deputy Chief Nathan Cooke service as the Interim Director of CONFIRE through December 31, 2024.



**Fiscal Impact**

Adequate appropriation has been included in the approved 2024-25 budget. The total not to exceed cost for the two months of the contract extension is \$65,608. The Interim Director position is being funded by utilizing the salary savings from budgeted vacant Director position and other vacancies in Fund 5008.

**AMENDMENT NO. 2 TO  
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND CHINO  
VALLEY INDEPENDENT FIRE DISTRICT**

**1. Parties and Date.**

This Amendment No. 2 to the Independent Contractor Agreement (“Amendment”) is made and entered into as of this 1st day of November, 2024, by and between the Consolidated Fire Agencies (“CONFIRE”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Chino Valley Independent Fire District (“Contractor”), a fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800, et seq.) (together, they are referred to as “Parties,” and individually, as a “Party”)

**2. Recitals.**

2.1 CONFIRE and Contractor entered into an Independent Contractor Agreement on June 28, 2022 (“Agreement”), based on CONFIRE’s need for an Interim Director.

2.2 Amendment Purpose. CONFIRE and Contractor now desire to amend the Agreement to extend the Agreement Term (“Amended Term”).

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 24 of Exhibit C of the Agreement, to be signed by both Parties.

**3. Terms.**

3.1 Amendment. Section 2 of the Agreement, EFFECTIVE DATE AND TERM, is hereby amended in its entirety to read as follows:

**“2. EFFECTIVE DATE AND TERM**

a. This Agreement is effective on the date immediately following approval by the CONFIRE Administrative Committee approval and approval by the Consultant’s designated representative (“Effective Date”).

b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) December 31, 2024 (“Amended Term”).

3.2 Amendment. Section 5 of the Agreement, PAYMENT, is hereby amended in its entirety to read as follows:

**“5. PAYMENT**

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this

Agreement, as specified in Exhibit B (“Payment”). In no event shall the total amount paid for the Services under this Agreement during the Amended Term of the Agreement exceed \$65,608, without the written approval of the Parties in advance. Periodic payment shall be made within 15 days of a monthly invoice.”

3.3 Amendment. Exhibit B to Agreement for Services is hereby amended in its entirety to read as follows:

**“PAYMENT**

**A. Payment**

Not to exceed the sum of \$65,608 for the Amended Term through December 31, 2024.

**B. Payment**

a. Schedule:

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

b. Process:

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

**4. General Amendment Provisions.**

4.1 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

4.2 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

4.3 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signature Page on Next Page]**

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND CHINO VALLEY INDEPENDENT FIRE DISTRICT**

**CONSOLIDATED FIRE AGENCIES**

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

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

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

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

**CHINO VALLEY INDEPENDENT FIRE DISTRICT**

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

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

Print Name: Dave Williams

Its: Fire Chief