

ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, AUGUST 26, 2025 – 1:00 PM LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, August 26, 2025, 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 Administrative Committee at this time; however, the Committee may refer your comments/concerns to staff or request that the item be placed on a future agenda.

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

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

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

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT ITEMS

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

- 1. Approve the Administrative Committee Minutes of July 22, 2025.
- 2. YTD Call Summary
- 3. YTD Answer Time
- 4. Billable Incidents
- 5. Call Processing Time Analysis July 2025
- 6. ECNS Report July 2025
- ECNS Nurse Consultant Agreement
- 8. Emergency Technology Consulting (ETC) Agreement

DIRECTOR REPORT

- a. Communication Division Update Henry Perez
- b. Finance/Admin. Division Update Damian Parsons
- c. MIS Division Update Blessing Ugbo
- d. EMS Division Update Chief Joe Barna

COMMITTEE REPORTS

- a. Ops Chief Committee Report Chief Jeremy Ault
- b. CAD to CAD Mike Bell

ROUND TABLE

CLOSED SESSION

- 9. Public Employee Discipline/Dismissal/Release Government Code section 54957(b)
- 10. Review and update existing Litigation Government Code section 54956.9: AMR Lawsuit

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: CONFIRE Joint Board of Directors & Administrative Committee Meeting - September 23, 2025.

POSTING:

This is to certify that on August 21, 2025, I posted a copy of the agenda:

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

Liz Berry Clerk of the Board



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JULY 22, 2025 - 1:00 PM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Buddy Peratt, Apple Valley Fire Protection District

Chief Jeremy Ault, Chino Valley Fire District – Chief Dave Williams arrived @ 1:05

Chief Justin Weems, Colton Fire Department

Chief Dan Harker/Chair, Loma Linda Fire Department

Chief Augie Barreda, Rancho Cucamonga Fire Department

B.C. Dave Denman/Redlands Fire Department

Interim Chief Chris Jensen, Rialto Fire Department

Chief Martin Serna, San Bernardino County Fire - Absent - Joined remotely/cannot vote

Chief Bobby Clemmer, Victorville Fire Department - Absent

CALL TO ORDER

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

PUBLIC COMMENT

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

No statements were made.

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. Chief Jeremy Ault & Interim Chief Chris Jensen abstained from approving the June Minutes.

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 June 24, 2025
- 2. YTD Call Summary
- 3. YTD Answer Time
- 4. Billable Incidents
- 5. Call Processing Time Analysis June 2025
- 6. CONFIRE ECNS Report June 2025
- 7. EMK Consulting Agreement Renewal
- 8. EMD Medical Director Agreement Renewal
- 9. Capital Asset Policy

Motion to accept item 1 on Consent. Motion by: Chief Buddy Peratt Second by: Chief Jeremy Ault

Yes - 5 No - 0

Abstain – 2 Chief Jeremy Ault, Interim Chief Chris Jensen

Absent – 2, Chief Serna & Chief Clemmer

Motion to accept items 2 thru 9 on Consent.

Motion by: Chief Buddy Peratt Second by: Chief Jeremy Ault

Yes - 7 No - 0 Abstain - 0

Absent - 2, Chief Serna & Chief Clemmer

DIRECTOR REPORT

- a. Communication Division Update Henry Perez
 - The Communication Division continues to focus on staffing. Four newly hired call takers started training this week and ECN nurse interviews are being completed this week.
- b. Finance/Admin. Division Update Damian Parsons
 - Payroll Specialist interviews have been conducted.
 - MIS Director interviews are ongoing.
 - HR Manager position has been released.
 - Senior Network engineer interviews take place next week.
 - MOU negotiations are upcoming with representation by Teamsters.
- c. MIS Division Update Blessing Ugbo
 - CAD upgrade is ongoing.
- d. EMS Division Update Chief Joe Barna

• The EMS Division Sub-committee has been dark for a few months. The committee will meet on August 12th to discuss ongoing litigation and how the Big Beautiful Bill will affect our organization.

COMMITTEE REPORT

- a. Ops Chief Committee Report Chief Ault
 - The Committee finalized the OA plan in June.
 - Ops Chief Committee was dark in July.

NEW BUSINESS

Emergency Technology Consulting (ETC) Budge Currier – PRESENTATION
 On March 16, 2025, CONFIRE was the victim of a copper theft which caused a 911 outage lasting 7 days.

On April 16, 2025, a high voltage surge caused by a fiber optic cable installation caused another 911 outage that is still impacting CONFIRE today.

Both incidents were beyond CONFIRE's control, but negatively impacted CONFIRE's ability to effectively support 911 operations.

ETC was hired to perform a vulnerability study as a proactive step to assess all critical communication systems and to identify and mitigate future outages.

ETC presented their findings and recommendations to the Administrative Committee.

The recommendations, along with a timeline to execute, and costs will be presented at a future meeting for the committee's consideration.

11. VCC Lease Agreement – Amended – Damian Parsons – ACTION ITEM

As the VCC project has progressed, discussions with the County of San Bernardino Project Management Department were held to clarify which equipment and furniture costs were being funded by the County as part of the project costs. As a result, costs for equipment were identified for which CONFIRE would be responsible and that were not planned for base of the initial discussions.

Subsequently staff requested that the County modify the terms of the lease to reflect a down payment of \$2,000,000 to allow for \$1,000,000 to fund the newly identified equipment costs and moving expenses.

The 2025-26 budget for the General Reserve Fund (5010) includes \$3,000,000 for expenses related to the new VC as follows: \$2,000,000 for the lease down payment and \$1,000,000 for equipment and associated moving expenses. The monthly lease payments for the office 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 and was included in the Operations Fund (5008) budget.

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

Motion by: Chief Dave Williams Second by: Chief Buddy Peratt

Yes – 7 No - 0 Abstain – 0

Absent – 2, Chief Serna & Chief Clemmer

12. Administrative Policy 3.001 Revision – Nathan Cooke – ACTION ITEM

This revision is necessary to clarify CONFIRE policy and procedure to ensure expectations are met with respect to meeting the requirements of the California Public Records Act (CPRA). Requests for information come to CONFIRE from a variety of sources. These requests often originate with a member or contract agency. It is increasingly vital that CONFIRE staff and agency staff understand how to handle these requests appropriately to meet CPRA guidelines.

This policy establishes CONFIRE as the custodian of record for all records produced, stored, and maintained by CONFIRE. It also establishes that CONFIRE "retains" certain incident-related records on behalf of its Member and Contract Agencies.

The policy establishes that CONFIRE can and will make information available when requested by the public within the parameters of applicable laws and regulations that CONFIRE is solely responsible for without approval of member or contract agencies. This will include 9-1-1 call recordings (redacted when necessary). CONFIRE will seek approval from effected Member and Contract Agencies prior to releasing records that are created on CONFIRE systems yet fall under the purview of the Member and Contract Agencies as noted.

There are no direct fiscal impacts from this policy revision.

Motion to Approve the revision of Administrative Committee Policy 3.001 Public Access to CONFIRE records.

Motion by: Chief Dave Williams Second by: Chief Augie Barreda

Yes – 7 No - 0 Abstain – 0

Absent – 2, Chief Serna & Chief Clemmer

ROUND TABLE

Interim Chief Nathan Cooke discussed the possible addition of Barstow as a Contract Agency. Reminded the Administrative Committee that Barstow is required to have a sponsoring agency.

CONFIRE will be meeting with North County on July 23rd to discuss the possibility of taking their ECNS calls.

Chief Jeremy Ault went into further discussion regarding the outages that were experienced at no fault of CONFIRE. He, along with his peers, have been discussing work arounds in reference to CAD to CAD.

CLOSED SESSION

*The Administrative Committee entered Closed Session at 1:55 p.m.

- 13. Public Employee Discipline/Dismissal/Release Government Code section 54957(b)
- 14. Review and update existing Litigation Government Code section 54956.9: AMR Lawsuit

*The Administrative Committee came out of Closed Session at 2:26 p.m.

No reportable outcome from Closed Session.

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

The meeting adjourned at 2:27 p.m.

Upcoming Meetings:	
Next Regular Meeting:	August 26, 2025 @ 1:00 p.m.
/s/ Liz Berry	
Liz Berry Clerk of the Board	

Call Summary CONFIRE/Comm Center

From: 1/1/2025

1743 W Miro Way

To:

7/31/2025

Rialto, CA 92376 County: San

Period Group: Call Type: Month

Bernardino

Year:

2025

Abandoned Filters:

Include Abandoned

CONFIRE

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-25	22264	78	22342	0.35%	12590	412	13002	15762	4942	149	20853	56197	128.9
Feb-25	14711	61	14772	0.41%	9400	269	9669	11718	3810	89	15617	40058	124.2
Mar-25	16161	262	16423	1.60%	14489	3176	17665	14220	4188	89	18497	52585	126.9
Apr-25	12272	2711	14983	18.09%	15995	337	16332	14700	4205	146	19051	50366	116.6
May-25	12442	193	12635	1.53%	19436	428	19864	16886	3933	57	20876	53375	121.3
Jun-25	14405	126	14531	0.87%	16844	433	17277	15653	3545	57	19255	51063	122.5
Jul-25	13391	199	13590	1.46%	18230	484	18714	16758	4742	331	21831	54135	122.3
2025 Totals	108095	3632	111727	3.25%	108417	5592	114009	107525	29968	935	138428	364164	123.3
2024 Totals	131060	352	131412	0.27%	83989	3354	87343	108572	40063	1148	149783	368538	122.3



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2025- 7/31/2025

Agency Affiliation

From: To:

1/1/2025 7/31/2025

Period Group: Month

Time Group: 60 Minute

Time Block:

00:00 - 23:59

Call Type:

911 Calls

ONFIRE							
Call Hour	0-10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+
January 2025 Total	20,144	810	435	695	164	84	10
% answer time ≤ 10 seconds	90.16%	3.63%	1.95%	3.11%	0.73%	0.38%	0.04%
% answer time ≤ 15 seconds	93.79%						
% answer time ≤ 40 seconds	98.85%		100				
February 2025 Total	16,326	384	167	262	65	. 18	- 1
% answer time ≤ 10 seconds	94.79%	2.23%	0.97%	1.52%	0.38%	0.10%	0.01%
% answer time ≤ 15 seconds	97.02%					فريد والرابي	
% answer time ≤ 40 seconds	99.51%						
March 2025 Total	15,783	314	118	168	33	7	- 0
% answer time ≤ 10 seconds	96.10%	1.91%	0.72%	1.02%	0.20%	0.04%	0.00%
% answer time ≤ 15 seconds	98.01%	Title :		A STATE OF THE PARTY.			
% answer time ≤ 40 seconds	99.76%						
April 2025 Total	14,576	195	88	112	15	3	0
% answer time ≤ 10 seconds	97.24%	1.30%	0.59%	0.75%	0.10%	0.02%	0.00%
% answer time ≤ 15 seconds	98.55%						
% answer time ≤ 40 seconds	99.88%						
May 2025 Total	12.253	161	97	96	20	8	0
% answer time ≤ 10 seconds	96.98%	1.27%	0.77%	0.76%	0.16%	0.06%	0.00%
% answer time ≤ 15 seconds	98.25%			N. V. S. D. C.			
% answer time ≤ 40 seconds	99.78%						
June 2025 Total	14,050	213	104	130	25	9	0
% answer time ≤ 10 seconds	96.69%	1.47%	0.72%	0.89%	0.17%	0.06%	0.00%
% answer time ≤ 15 seconds	98.16%						
% answer time ≤ 40 seconds	99.77%						
July 2025 Total	12,856	332	146	181	55	20	0
% answer time ≤ 10 seconds	94.60%	2.44%	1.07%	1.33%	0.40%	0.15%	0.00%
% answer time ≤ 15 seconds	97.04%						
% answer time ≤ 40 seconds	99.45%						
				The real			S ABB
Year to Date 2025 Total	105,982	2,409	1,155	1,644	377	149	11
% answer time ≤ 10 seconds	94.86%	2.16%	1.03%	1.47%	0.34%	0.13%	0.01%
% answer time ≤ 15 seconds	97.01%						
% answer time ≤ 40 seconds	99.52%				6		
Street Section 1845		The state of	The same			1912	
Year to Date 2024 Total	119,002	4,198	2,341	3,922	1,214	671	64
% answer time ≤ 10 seconds	90.56%	3.19%	1.78%	2.98%	0.92%	0.51%	0.05%
% answer time ≤ 15 seconds	93.75% 98.52%						

CONFIRE Billable Incidents

Period: 01/01/2025 thru 07/31/2025

Jurisdiction	# of Incidents	% of Total
San Bernardino County	78,769	53.32%
VictorvilleFD	14,444	9.78%
RanchoCucamonga	11,447	7.75%
ChinoValleyFD	7,929	5.37%
AppleValley	7,597	5.14%
Rialto	6,751	4.57%
Redlands	6,543	4.43%
Colton	4,476	3.03%
MontclairFD	2,953	2.00%
Loma Linda	2,784	1.88%
Big Bear Fire	2,000	1.35%
San Manuel FD	1,434	0.97%
Running Springs	349	0.24%
Baker Ambulance	246	0.17%
Confire EMS	3	0.00%
Total	147,725	100%
BDC Division	# of Incidents	% of Total
East Valley	27,173	34.50%
Fontana	12,650	16.06%
Valley	10,707	13.59%
Hesperia	7,690	9.76%
South Desert	7,173	9.11%
North Desert	7,130	9.05%
Adelanto	3,351	4.25%
Mountain	2,895	3.68%
Total	78,769	100%

CONFIRE 911 Call Processing Time Analysis July 2025



July 2025

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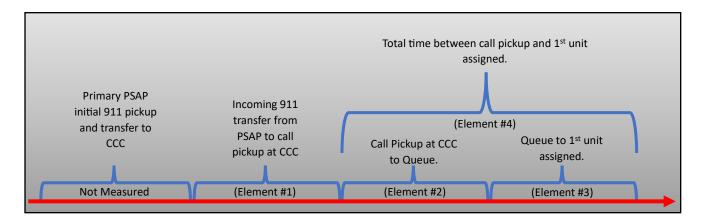
CONFIRE Emergency Call Processing Times.

July 2025

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

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

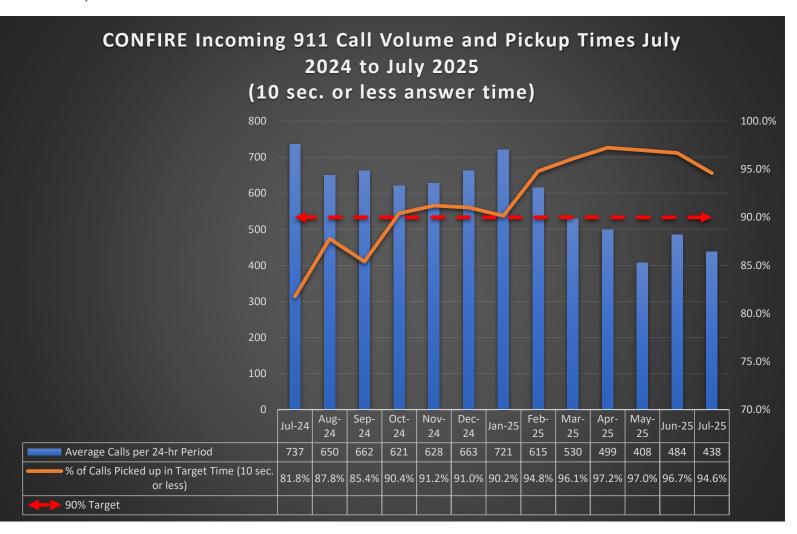
Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.



Call Answering Time from Primary PSAP

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

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



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

Emergency Call Processing

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

EMS Call Processing

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

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

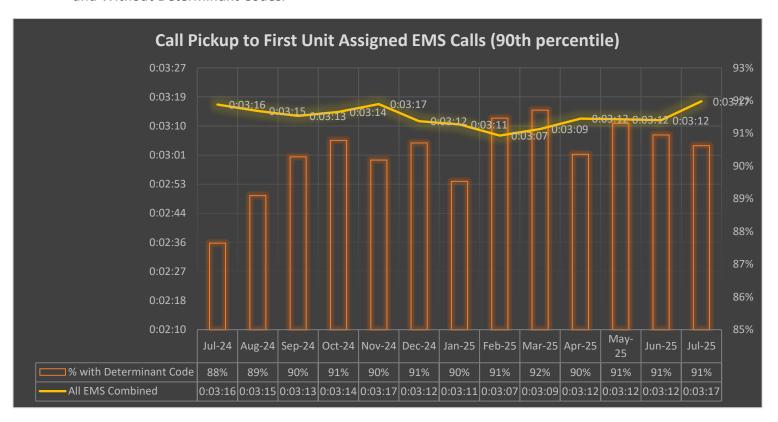


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

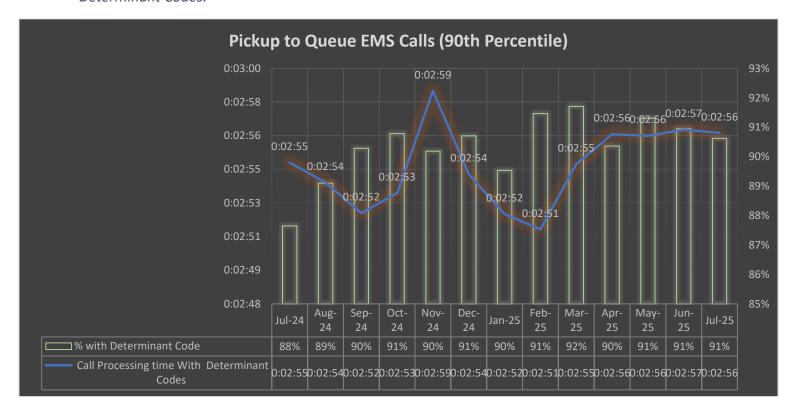


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

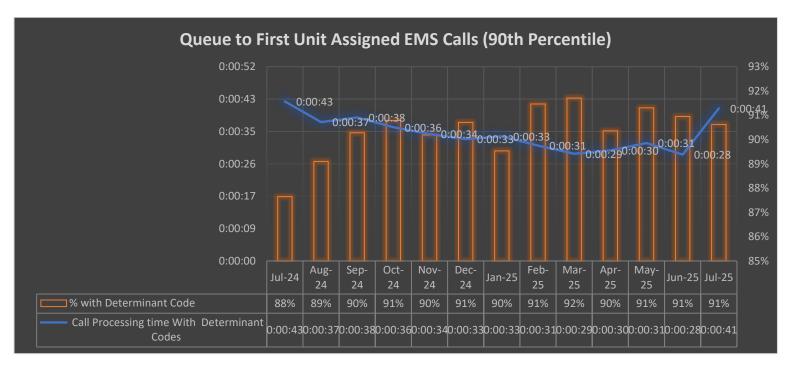
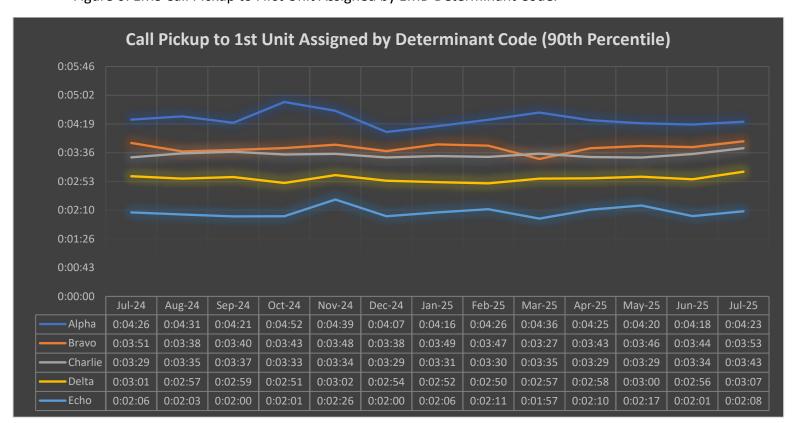


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



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.

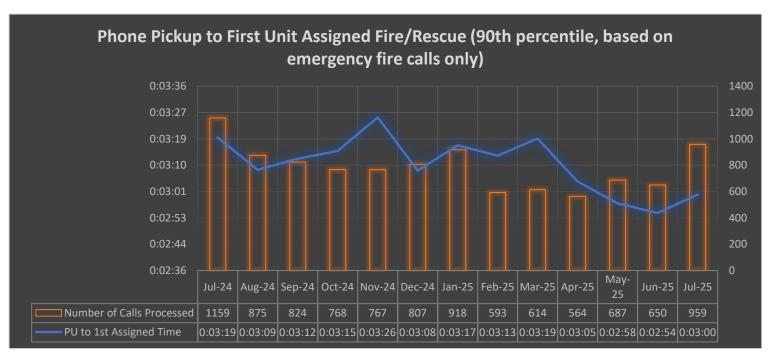


Figure 8: Fire/Rescue Call Pickup to Queue.

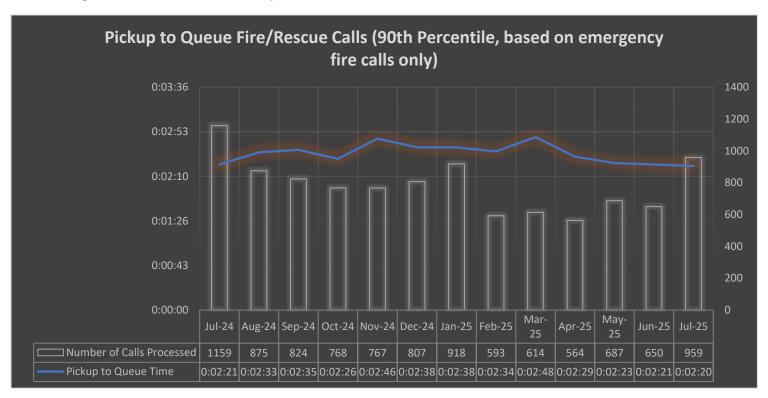
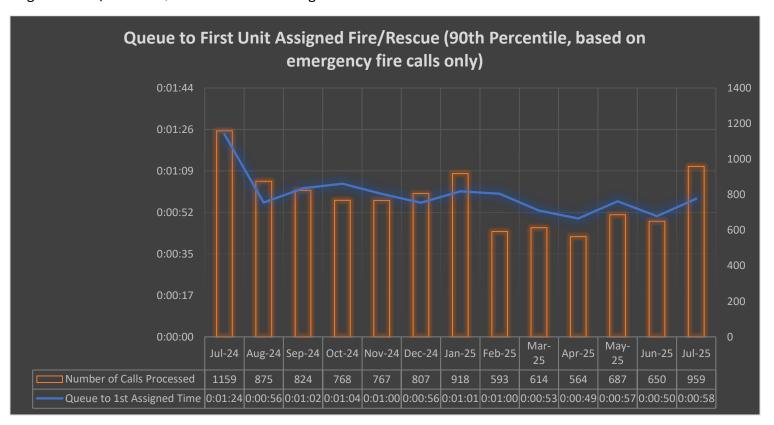


Figure 9: Fire/Rescue Queue to First Unit Assigned.



CONFIRE ECNS Analysis July 2025



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CONFIRE Dispatch Processing of EMS Calls and Disposition of ECNS Eligible Calls July 2025

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 database, the LowCode database, and ImageTrend medical records.

Tables 2 and 3 analyze these elements using two different approaches. The calculations in Table 2 represent an ideal capacity-based analysis using all EMS calls with a determinant code that qualifies for ECNS transfer based on International Academies of Emergency Dispatch (IAED) protocols. Additionally, table 2 includes eligible calls that occur during times when CONFIRE's ECNS is not staffed (2301 hrs. to 0659 hrs.).

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

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

Additionally, Table 3 considers that CONFIRE's ECNS center is only staffed from 0700 hrs. to 2300 hrs. and excludes calls that are received outside ECNS operational hours. With these differences, Table 2 serves as an indicator of the system's capacity with ideal circumstances, where table 3 provides a view of the practical application of the program with CONFIRE's current application and limitations. These differences are summarized below:

Summary of Methodological Differences

Feature	Table 2 – Ideal Capacity	Table 3 – Practical Application
Time of Call	All hours included	Only calls within ECNS operational hours
IAED Code Eligibility	Included	Included
Situational Limitations (e.g., public setting, minor without adult)	Included	Excluded
Purpose	Measures theoretical capacity	Measures practical effectiveness

For the purposes of this report, the remaining charts and graphs will represent the practical application methodology as described for table 3.

Table 1: EMS 911 calls for service and EMD completion for July 2025

Total Emergency EMS Calls	17,733
Total EMS Calls with Obtainable Determinant Code	12,821
Total EMS Calls with Determinant Code	11,499
% of EMD Obtainable EMS Calls with Determinant Code	89.7%

Table 2: ECNS-Eligible Calls Based on IAED Protocols (All Hours Included)

Total Calls Eligible for Low Code based on IAED protocol. All Staffed Hours:	1,524
% of EMS calls with Determinant Code Eligible for ECNS	13.3%
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	502
% of Eligible EMS Calls Transferred to ECNS	32.9%
% of Total EMS Calls Transferred to ECNS	2.8%

Table 3: Practical ECNS Utilization: Eligible Calls During Staffed Hours with Exclusions Applied

Total Calls Eligible for Low Code based on CONFIRE Policy:	1,436
% of EMS calls with Determinant Code Eligible for ECNS	12.5%
Total eligible calls per CONFIRE Policy during ECNS staffed Hours (0700	
to 2300 hrs)	1,145
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	502
% of Policy Eligible EMS Calls Transferred to ECNS during staffed hours	
	43.8%
% of Total EMS Calls Transferred to ECNS	2.8%

Table 4:Transport/treatment status of ECNS calls July 2025.

Incoming Calls to Emergency Communications Nurse (ECN) Nurse		
	Total ECNS Transfers	502
	Calls Aborted (Hangups, disconnects, emergency declared)	130
	Total Calls received and completed by ECN	372
Calls Returned for Emergency Transport		
	Triage nurse returned call for Emergency Transport	75
	Number of returned calls for emergency resulting in actual transport	60
	% of returned calls for emergency resulting in transport	80%
Non-emergency with no Alternative Transport		
	Patient had no alternative means of transport (Transport Unit Sent)	236
	Number of non-emergency ambulance responses that resulted in actual transport.	188
	% of non-emergency ambulance responses that resulted in actual transport.	80%
Total calls to reach ECN that resulted in an ambulance response		311
	% of total calls to reach ECN that resulted in ambulance response	83.6%
	Total ambulance responses that resulted in a transport	251
	% of response with transport	81%
	Number of callers who received ECN direction and did not transport by ambulance.	61
	Number of callers who received ECN direction but ambulance was sent only because the patient had no other means of transportation.	236
	Potential transport deferrals if alternative transportation was available	297

¹ 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 5:Unit responses and ambulance transport rates to ECNS calls that were returned for first responders for July 2025 (by call type). Top 20 Call Types.

Call Type	Total Calls in LowCode	Total LowCode calls referred back for a Response for medical reasons	% of Calls referred back for a response for medical reasons	Calls referred back for a response for medical reasons that transported.	% of Calls referred back for a response for medical reasons that transported.
SICK-A8	53	4	5%	4	100%
SICK-O1	46	5	7%	4	80%
FALL-A2	28	1	1%	1	100%
BACK-A1	25	5	7%	3	60%
FALL-A3 ABD-A1	23 19	2	3% 3%	2	100% 100%
DIA-O1	18	3	4%	3	100%
TRAUMA-A2	18	1	1%	1	100%
CP - Chest Pain	17	11	15%	11	100%
SICK-A3	17	5	7%	5	100%
SICK-A2	15	4	5%	2	50%
CHOKE-O1	15	0	0%	0	
SOB - Shortness of Breath	14	2	3%	2	100%
SICK-A11	14	2	3%	2	100%
HL-A1	14	2	3%	2	100%
TRAUMA-A1	13	0	0%	0	
DIA-A1	13	4	5%	3	75%
TRAUMA-A3	10	2	3%	1	50%
FALL-A1	8	1	1%	1	100%
SICK-A4	7	2	3%	1	50%

Table 6: Recommended Point of Care Disposition for patients completing ECNS process for July 2025*.

Disposition of Care Text		
Seek Emergency Care as Soon as Possible	216	57.8%
Emergency Response	75	20.1%
Seek Face to Face Care within 1-4 Hours	69	18.4%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours		
(same day)	6	1.6%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	4	1.1%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days		0.8%
Self-Care	1	0.3%

^{*}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. Eligible

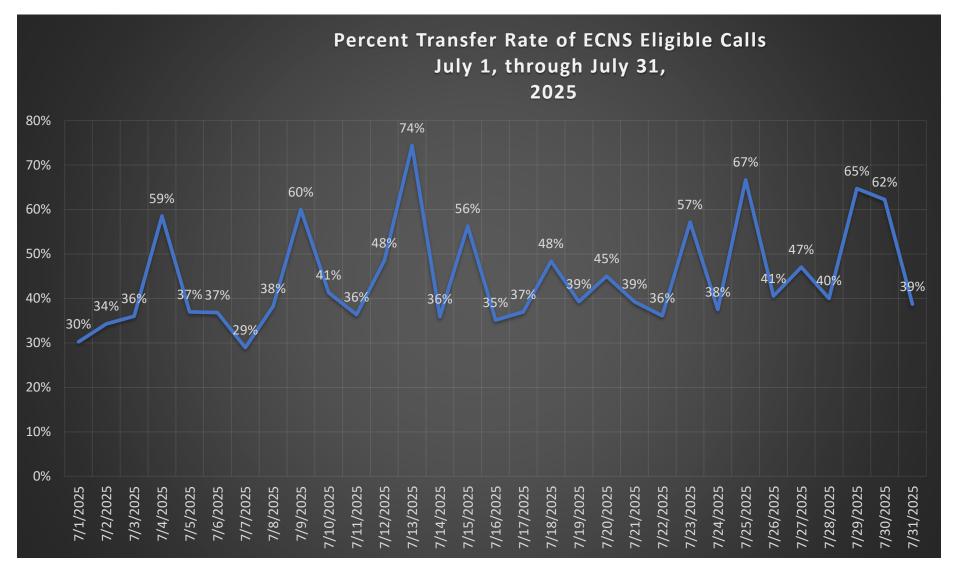


Figure 2:Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

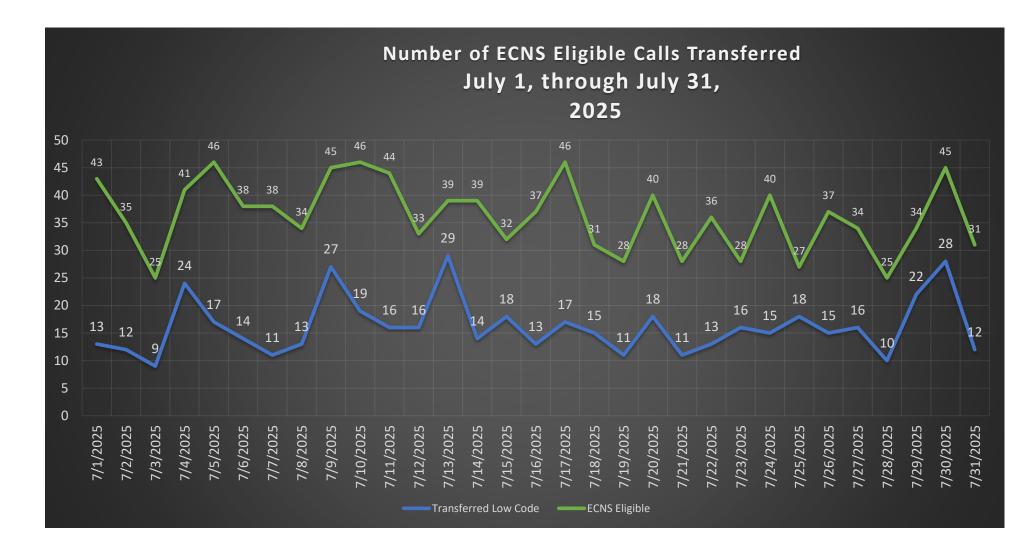
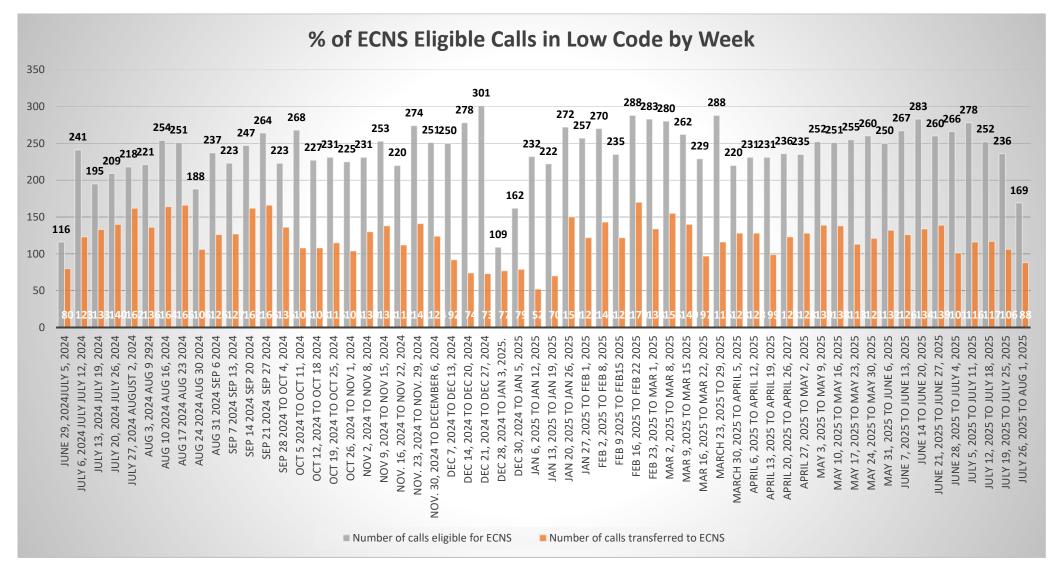


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.



Figure 4: Number of eligible ECNS calls and rates of transfer from July 2024 through July 2025.



Reasons why ECNS Eligible Calls were not Transferred to the ECNS Nurse Line July 2025

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

		% of Total Eligible	During	% of Total Eligible Calls Not sent to
	Total Number	Calls Not sent to	Staffed Hours	Low Code During
Disposition Text from CAD	of Calls	Low Code	Only	Staffed Hours
*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)	0	0.0%	0	0.0%
*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%	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%	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	27	2.8%	25	2.9%
*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%	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%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: QUICK LAUNCH=				
CPR, UNC, CP, SOB, CVA	36	3.8%	34	4.0%
*Call Taker decided to not send incident to LowCode, with reason: REOPENED				
CALL= Reopened call	0	0.0%	0	0.0%
*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	0	0.0%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: TEST/REOPENED				
CALL= Test or reopened call	О	0.0%	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	О	0.0%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= RP		51575		0.070
is a child caller <16 or RP is a minor calling for minor PT	0	0.0%	0	0.0%
* Call Taker decided to not send incident to LowCode, with reason: PUBLIC	-	0.070	,	0.070
SERVICE= A public service has been dispatched	0	0.0%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MINOR AT		0.070		0.070
SCHOOL= PT is a minor at school or NO adult on scene	3	0.3%	3	0.3%
*Call Taker decided to not send incident to LowCode, with reason: REOPENED		0.070		0.070
CALL= Reopened call, call already processed	10	1.1%	9	1.0%
*Call Taker decided to not send incident to LowCode, with reason: FALL= ONLY if PT	10	1.170	J	1.070
on ground AND unable to get up	12	1.3%	12	1.4%
*Call Taker decided to not send incident to LowCode, with reason: QUICK LAUNCH=	12	1.570	12	1.470
CPR, UNC, CP, SOB, CVA [Shared]	0	0.0%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL=	U	0.076	U	0.076
No ECN staff available in house or remote (Sup Approval Required)	860	90.7%	496	57.7%
INO LON Start available ill flouse of felliote (Sup Approval Required)	300	30.770	490	31.170



STAFF REPORT

DATE: August 26, 2025

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director

Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Consultant Agreement – Emergency Communication Nurse System Nurse Consultant

Recommendation

Approve agreement for a Nurse Consultant for the Emergency Communications Nurse System (ECNS) program from July 1, 2025, to June 30, 2026.

Background Information

CONFIRE utilizes employment contracts in various capacities to augment staffing as needed. CONFIRE has the need to contract with Leslie Parham for Emergency Communications Nurse System/Emergency Medical Dispatch as a Nurse Consultant. The duties will include, but are not limited to:

- On-boarding of new ECNS Call-Takers (Nurses)
- Implementation of ECNS Business Plan
- Oversee EMD and EMD Q programs
- Work with stakeholders and management on the financial viability of the program
- Program assessment and development and implementation of program improvement strategies

In addition to the job functions listed above, this extra help position may act as an Agency Liaison to ensure the needs of the ECNS program are being met. CONFIRE recommends contracting with Leslie Parham due to her extensive institutional knowledge of the ECNS program, which is critical to the efficient and effective operation of CONFIRE, and the support provided to other agencies.

Either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party.

Fiscal Impact

The total annual cost is \$44,278 based on the hourly rate of \$85.15 for ten hours a day for one day a week.. The cost of this agreement is included in the approved 2025-26 ECNS budget (Fund 5030).

Attachments

2025_08_Agreement – ECNS Nurse Consultant_Leslie P.

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

Contract Number
SAP Number

Consolidated Fire Agencies Joint Powers Authority

Department Contract Representative
Telephone Number
Contractor
Contractor Representative
Telephone Number
Contract Term
Contract Amount
Total Contract Amount
Cost Center

Damian Parsons
909-365-2502
Leslie Parham

July 1, 2025-June 30, 2026

\$44,278

THIS CONTRACT is entered into in the State of California by and between CONFIRE, and (Leslie Parham) referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Consolidated Fire Agencies Joint Powers Authority (CONFIRE JPA) desires to obtain the services of CONTRACTOR on the terms and conditions set forth in this Contract, and

WHEREAS, CONTRACTOR has the skills and knowledge necessary to provide services for CONFIRE JPA;

WHEREAS, CONFIRE JPA desires that such services be provided by CONTRACTOR and CONTRACTOR agrees to perform these services as set forth below;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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VI.	General Provisions Relating to Contractor	6
VII.	Conclusion	7

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as an Emergency Communications Nurse System (ECNS)/Emergency Medical Dispatch (EMD) Consultant with CONFIRE JPA. CONTRACTOR shall work cooperatively with CONFIRE JPA staff under the direction of the Communications Director.

CONTRACTOR shall perform a broad range of responsibilities including, but not limited to, the following:

- A. CONTRACTOR shall perform recruiting and on-boarding of ECNS staff.
- B. CONTRACTOR shall implement the ECNS business plan and assess the program's performance and revise the business plan as needed.
- C. CONTRACTOR shall develop and/or modify ECNS program protocols, policies and procedures as needed.
- D. CONTRACTOR shall work with stakeholders and management on the financial viability of the ECNS program.
- E. CONTRACTOR shall oversee the EMD, EMD-Q and ECN-Q programs.
- F. CONTRACTOR shall participate in mandatory training to support the quality improvement process as it pertains to the ECN-Q and EMD-Q programs.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict-of-Interest policy of the Personnel Rules for Board-Governed Special Districts as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active CONFIRE JPA employment providing such acts do not constitute a conflict of interest as defined herein. CONTRACTOR is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to CONFIRE JPA employment.

III. CODE OF CONDUCT

As a condition of employment, Contractor does hereby agree to follow and uphold the Code of Conduct provided by CONFIRE JPA, including adherence to Elections Code, policies and procedures, and other regulations and mandates.

IV. CONTRACT TERM

This Contract shall be effective July 1, 2025, through June 30, 2026, subject to the termination provisions of this Paragraph. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by CONFIRE JPA. CONTRACTOR

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shall serve at the pleasure of CONFIRE JPA's Appointing Authority, or designee, who shall the full authority and discretion to exercise CONFIRE JPA's rights under this contract.

V. COMPENSATION OF CONTRACTOR

A. Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the CONFIRE JPA's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for services required hereunder. This Contract supersedes any prior CONFIRE JPA employment contract of Contractor. DEFERRED COMPENSATION

Contractor shall participate in San Bernardino County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan. Contractor shall contribute 7.5% of the Contractor's biweekly gross earnings. Contractor's contributions shall be automatically deducted from Contractor's earnings. Maximum contributions shall be 7.5% of Contractor's maximum covered wages in lieu of Social Security.

B. LEAVE PROVISIONS

CONFIRE JPA shall provide for the use of annual paid Sick leave up to five (5) days or forty (40) hours in a twelve (12) month period, whichever is greater, in accordance with the California Healthy Workplaces, Healthy Families Act.

C. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where CONFIRE JPA provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

D. MEDICAL PLAN COVERAGE

In compliance with the Patient Protection and Affordable Care Act (PPACA), if Contractor is scheduled to work more than 30 or more hours per week, Contractor may enroll in medical plan coverage under the County-sponsored Bronze plan. Medical coverage is limited to the County's Bronze Plan and enrollment in the plan is voluntary and at the Contractor's own expense. Contractor may elect to decline this coverage by completing a declination agreement for essential health plan coverage.

E. OVERTIME

Contractor may work overtime during emergency coverage periods as authorized by CONFIRE's Appointing Authority, or designee.

Contractor is eligible to receive overtime, defined as all hours actually worked, in excess of eighty (80) hours during a pay period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes.

Contractor, authorized by CONFIRE JPA's Appointing Authority, or designee, to work overtime, shall be compensated at straight time compensating time off. Payment at the Contractor's base rate of pay shall automatically be paid for any compensating time off.

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accumulated in excess of eighty (80) hours, or for any hours on record immediately platermination of employment.

Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

F. PAYMENT

Contractor shall be paid bi-weekly for hours actually worked according to the procedures established by County's Auditor/Controller/Treasurer-Tax Collector.

G. SALARY RATE

Contractor shall be compensated for services at a rate of \$85.15 per hour commensurate with duties. Contractor shall not exceed eighty (80) hours per pay period unless expressly authorized. Contractor does not gain probationary or regular status during the term of this Contract.

H. RATE ADJUSTMENTS

Adjustments to the Salary Rate shall be effective only upon the execution of a written amendment to this Master contract.

I. SERVICE AND BENEFITS UPON TERMINATION

Contractor Separated from CONFIRE JPA Service

Upon separation from CONFIRE JPA employment, unused Sick leave shall be forfeited.

Contractor to Regular CONFIRE Employment

In the event this Contract is terminated because Contractor is appointed to a regular CONFIRE JPA position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable MOU or ordinance in effect at the time Contractor is appointed to a regular CONFIRE JPA position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU, ordinance, or Compensation Plan.

At the sole discretion of the Appointing Authority of CONFIRE JPA in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU, ordinance, or Compensation Plan for the bargaining unit or group associated with the position hired into. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from CONFIRE JPA Service" above.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the CONFIRE JPA without a break in service, at the sole discretion of the Appointing Authority of CONFIRE JPA in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance.

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with the applicable MOU, ordinance, or Compensation Plan for the bargaining unit or associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from CONFIRE JPA Service" above.

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. CLASSIFICATION

Contractor will not attain regular status in this position, and as an Unclassified Service Contract employee will not be provided those rights under the Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU, ordinance, or Compensation Plan. Contractor shall adhere to CONFIRE JPA's standards of employee conduct, including all applicable rules, policies, procedures, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

B. CONFIDENTIALITY

Contractor agrees to keep confidential all patient data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for CONFIRE JPA. In addition, upon termination of this contract, Contractor agrees to return all confidential materials to CONFIRE JPA's Appointing Authority or designee.

C. DIRECT DEPOSIT

Contractor must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in CONFIRE JPA paying Contractor via pay card.

D. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including Department of Justice (DOJ) criminal background check via LiveScan fingerprinting, an employment and reference check via SmartHIRE, and a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if Contractor is a current/contract/recurrent/extra-help employee who previously met the requirements of this provision.

Contractor shall report any alcohol and/or drug-related criminal arrests for possible violations no later than five (5) days after such arrest so CONFIRE JPA may determine whether the conduct that led to the arrest is reasonably related to and/or may affect the employee's ability to perform the duties of his/her position. Such reporting shall be made to the Human Resources Business Partner assigned to CONFIRE JPA.

E. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from CONFIRE JPA shall be fully reimbursed to CONFIRE JPA if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

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F. STANDARD TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by CONFIRE JPA's Appointing Authority or designee. CONFIRE JPA's Appointing Authority, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall be required to work during such hours as necessary to carry out the duties of his position, as designated by CONFIRE JPA's Appointing Authority, or designee, and such hours may be varied so long as the work requirements and efficient operations of the CONFIRE JPA are assured.

G. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license at all times during the performance of this Contract. CONTRACTOR agrees to allow CONFIRE JPA to obtain a Department of Motor Vehicles report of CONTRACTOR'S driving record.

In order for CONTRACTOR to be able to use a private vehicle during the performance of this Contract, CONTRACTOR shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- 1. Fifteen thousand dollars (\$15,000) for single injury or death.
- 2. Thirty thousand dollars (\$30,000) for multiple injury or death.
- 3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section IV.

H. WORKERS COMPENSATION AND LIABILITY COVERAGE

Contractor shall be covered by the CONFIRE JPA's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the CONFIRE JPA's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

VII. CONCLUSION

- A. This Contract, consisting of eight (8) pages, is the full and complete document describing services regarding the CONTRACTOR's rights and obligations of the parties, including all covenants, conditions, and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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CONFIRE JPA

>		B v ►	Docusigned by: Uslic Parliam
Nathan Cooke, CONFIRE Interim Exe	cutive Director	, <u></u>	(Aนิโท้จ๊ที่วัยีปี รัโgnature - sign in blue ink)
Dated:		Name _	Leslie Parham
SIGNED AND CERTIFIED THAT A CODOCUMENT HAS BEEN DELIVERED			(Print or type name of person signing contract)
CHAIRMAN OF THE BOARD			nergency Communications Nurse System Irse Consultant
Lizbeth Berry CONFIRE JPA Clerk of the Board			(Print or Type)
B		Dated:	8/20/2025
Deputy		<u> </u>	
		Address	Address on file
FOR CONFIRE JPA USE ONLY			
Approved as to Legal Form	Reviewed for Contrac	t Compliance	Reviewed/Approved by Finance/Administration
► Lindsay Moore, CONFIRE Legal Counsel	Abigail Kiddoo, HR B	usiness Partner II	Damian Parsons, Finance Administration Direct
Date	Date		Date

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STAFF REPORT

DATE: August 26, 2025

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director

Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Consultant Agreement – Emergency Technology Consulting

Recommendation

Approve a contract with Emergency Technology Consulting in the amount of \$5,000 for the completion of the vulnerability assessment effective August 27, 2025, to October 31,2025.

Background Information

Following recent 9-1-1 trunk outages and high-voltage power disruptions, both outside of CONFIRE's direct control, caused significant impacts to the VESTA call-handling systems. These incidents reduced CONFIRE's ability to maintain uninterrupted 9-1-1 operations and exposed vulnerabilities in communications infrastructure.

In response, CONFIRE identified the need for a comprehensive vulnerability assessment of the systems supporting its 9-1-1 operations; including Call Handling Equipment (CPE), Land Mobile Radio (LMR), Computer Aided Dispatch (CAD), and critical power infrastructure at both the Rialto and Hesperia sites.

On May 12, 2025, CONFIRE entered into an agreement in the amount of \$24,960 with Emergency Technology Consulting (ETC) to provide the vulnerability assessment. On July 22, 2025, ETC staff presented the results of their vulnerability assessment and corresponding PACE plans to the Administrative Committee. As a result, staff is recommending a new agreement in the amount of \$5,000 to have ETC provide a strategic prioritization of the proposed PACE plans and the cost for implementation of each.

Fiscal Impact

The additional cost of \$5,000 is based on a project scope of (20) hours at a rate of \$250/hour. The total cost to complete the assessment is estimated at \$5,000. CONFIRE will attempt to absorb the cost of the deductible in the current year Fund 5008 Operations

budget via salary and benefit cost savings. However, this cost may be included in a future budget adjustment request if necessary.

Attachments

2025_08_Agreement – Emergency Technology Consulting

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND EMERGENCY TECHNOLOGY CONSULTING

[Vulnerability Assessment]

This agreement ("Agreement") is by and between the Consolidated Fire Agencies ("CONFIRE"), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Emergency Technology Consulting (ETC) ("Contractor") (together, they are referred to as "Parties," and individually, as a "Party").

RECITALS

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

AGREEMENT

1. EXHIBITS

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

Exhibits include:

<u>Exhibit A</u>: Scope of Services Exhibit B: Compensation

• Exhibit C: General Terms and Conditions

• <u>Exhibit D</u>: Insurance

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on August 26, 2025, ("Effective Date"), upon approval by the Administrative Committee and the Consultant's designated representative.
- 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) and shall continue through completion and final acceptance by CONFIRE of the entire scope of the contract.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. NOTICE

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

To CONFIRE:

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

To Contractor:

Emergency Technology Consulting 30 N Gould St Ste N [Sheridan, WY 82801] Attn: Budge Currier

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9. LIMITATION OF LIABILITY

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

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

CONSOLIDATED FIRE AGENCIES		Emergency Technology Consulting	
Date:	_, 20 <u>25</u>	Date: $\frac{8/19/2025}{}$, $20\underline{25}$	
By:		By: Budge Currier	
Print Name:		Print Name: Budge Currier	
Its:		Its: Founder	

EXHIBIT A to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

[This agreement includes and incorporates by reference the Statement of Work ("SOW") attached hereto as Exhibit A.

TECHNICAL CONSULTING STATEMENT OF WORK BETWEEN THE CONFIRE AND EMERGENCY TECHNOLOGY CONSULTING FOR OPERATIONAL TECHNOLOGY VULNERABILITY ASSESSMENT

THIS IS A STATEMENT OF WORK ("SOW") between CONFIRE and EMERGENCY TECHNOLOGY CONSULTING ("ETC"), an S-Corporation registered in the state of Wyoming. CONFIRE hereby engages ETC to provide technical consulting services as outlined below to complete an Operational Technology Vulnerability Assessment of the technologies that support communications for CONFIRE as outlined in this SOW.

Background:

CONFIRE supports 911 Operations through two facilities, a primary facility in Rialto, and a backup facility in Hesperia. Both 911 locations work closely with the San Bernardino County Sheriff. Recent outages (911 Trunks and high-power electrical lines) that were outside of CONFIRE's immediate span of control negatively impacted CONFIRE's ability to effectively support 911 operations. As a result of these outages, and to identify and mitigate future outages, CONFIRE has identified the need to conduct a vulnerability assessment of the communication systems that support 911 Operations, to include 911 Call Handling Equipment (CPE) and systems, Land Mobile Radio (LMR), Computer Aided Dispatch (CAD), and Power and critical infrastructure.

Importance, Value, and Outcomes:

Highly available, resilient communication systems are the key to the operational success of CONFIRE. Understanding the existing capabilities, gaps, and goals of the CONFIRE communication systems are an important first step. ETC has the ability and experience needed to complete a thorough needs assessment and gap analysis of CONFIRE's communication technology needs. ETC will meet with key personnel to determine the operational needs and existing capability. Based on the initial meetings, ETC will work with project leadership to clearly define the scope and goals of the assessment. The outcome of the technology vulnerability assessment will be a PACE (Primary, Alternate, Contingency, and Emergency) plan for each technology lane that is based on realistic outcomes and capabilities. ETC will discuss all PACE recommendations with CONFIRE and will provide a final observations and recommendations document that, when implemented, will ensure CONFIRE has a highly available, resilient communication system. The two technology areas included in the vulnerability assessment include:

- 1) 911 CPE and systems: These technologies manage incoming 9-1-1 calls, record critical information, integrate with CAD systems to dispatch responders, and include an integration with internal call-taking capabilities via administrative lines.
- 2) Power and critical infrastructure support the agency's operations, including radio, call handling, and CAD systems, and are vulnerable to both physical and cyber

threats.

A PACE Plan will be developed for two additional communication technologies, but will not include the in depth assessment dedicated to 911 CPE and systems and the Power and Critical Infrastructure.

- 1) LMR: Radio systems are critical for CONFIRE to communicate with first responders, coordinate with PSAPs, and ensure situational awareness during emergencies.
- 2) CAD systems: CAD is the technology that facilitates dispatching, managing resource allocation, and providing situational awareness for the fire agency.

Outline of ETC Services:

ETC will provide a prioritization plan and costing for each of the PACE plans previously delivered as result of the Vulnerability Assessment.

CONFIRE Responsibilities:

- Review invoices in a timeline manner so as not to delay the delivery of services contracted from ETC.
- Issue invoice payments in accordance with work delivered as part of this SOW.
- Identify CONFIRE POC who will work with ETC to ensure success.
- Identify and provide contacts for CONFIRE that will be part of the vulnerability assessment process.
- Make available in a timely manner reports, data or any information deemed necessary
 to complete the tasks, provided that said reports, data, and information are within the
 custody and control of CONFIRE.

ETC Services Fixed Cost:

The following tasks are included as fixed cost, but an estimated number of hours has been included to validate the level of effort provided by ETC. The Fixed Cost, \$5,000.00. Any additional hours, scope or tasks will be at the negotiated hourly and travel rate below based on agreement between ETC and CONFIRE.

Vulnerability Assessment consulting contracts:	Hours	Cost
PACE Plan Prioritization and Costing	20	\$5,000
Total	20	\$5,000
Hourly Rate	\$250	

Preparation of Invoices:

Invoices will be prepared in accordance with ETC's invoicing practices and will be submitted to CONFIRE on a monthly basis. The portion of the amount billed for ETC's services will be based upon either payment milestones or ETC's estimate of the proportion of the total services actually performed at the time of billing and will include the deliverables needed to demonstrate that the work has been performed.

EXHIBIT B to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

For the services outlined in Exhibit A to this Agreement, Contractor's fee is Five Thousand Dollars (\$5,000)

B. Payment

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

b. Process

Payment terms will be NET45. Payment shall be made (for all undisputed amounts) within forty-five (45) calendar days after the Contractor submits a correct invoice to CONFIRE for Services actually completed

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

- 1. STANDARD OF CARE. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
- 2. ORIGINALITY OF SERVICES. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
- 3. PRODUCT. Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

4. TERMINATION.

- a. Without Cause by CONFIRE. CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
- b. Without Cause by Contractor. Contractor may not terminate this Agreement without cause.
- c. With Cause by CONFIRE. CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on

account of Contractor's insolvency.

Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.

- d. With Cause by Contractor. Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.
 - Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
- e. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

5. INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.

 a. Generally. To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the

- Indemnified Parties from any Claim to the extent that the Claim:
- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; or
- (2) arises out of, pertains to, or relates to the performance of this Agreement
- b. **Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.
- c. Claim, Defined. A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:
 - (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
 - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
- d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in <u>Section 5.a</u>, *supra*, of this Exhibit C.
- **6. INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
- 7. CONFIDENTIALITY. The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel,

- employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's employee(s), agents, personnel, and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
- 8. CONFLICT OF INTEREST. Through its execution this Agreement, Contractor of acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seg.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.
- **9. APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE's legislative body has approved all the terms and conditions contained herein.
- 10. DISPUTES. In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
- observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made

- and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.
- **12. PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. ANTI-DISCRIMINATION. It is the policy of CONFIRE that in connection with all work be no performed under contracts there discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 15. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 16. EVALUATION OF CONTRACTOR AND

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

any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.

- 22. VENUE/GOVERNING LAWS. This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- 23. ATTORNEY'S FEES. If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- **24. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 25. ENTIRE AGREEMENT. This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- **26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- **27. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- **28. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 29. HEADINGS AND CONSTRUCTION. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- **30. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when

signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT D to AGREEMENT FOR SERVICES

INSURANCE

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

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

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

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insurance policies shall be primary to any insurance or self-insurance maintained by CONFIRE.

2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.