



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, NOVEMBER 26, 2024 – 1:30 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, November 26, 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 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 October 22, 2024
- [2.](#) CONFIRE Operations Statement as of October 31, 2024
- [3.](#) Fund Balance Report as of October 31, 2024
- [4.](#) YTD Call Summary
- [5.](#) YTD Answer Times
- [6.](#) Billable Incidents
- [7.](#) Call Processing Time Analysis - October 2024
- [8.](#) CONFIRE ECNS Analysis
- [9.](#) Side Letter to ESU MOU

DIRECTOR REPORT

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

COMMITTEE REPORTS

- a. CAD to CAD - Director Cooke

OLD BUSINESS

10. ECNS Funding Update - Director Cooke - **DISCUSSION ITEM**

NEW BUSINESS

11. CONFIRE Utilizing (3) Priority IFT Supervisors and (1) System Status Data Analyst/Manager Under Temporary Employment Agreement - Director Cooke - **DISCUSSION ITEM**
12. Notification from Teamsters of petition to represent Call-Takers, Emergency Services Dispatcher Trainees, Emergency Services Dispatchers, and Supervising Dispatchers - Director Cooke - **DISCUSSION ITEM**
- [13.](#) Acceptance and Modification of FY2023 Homeland Security Grant Program Funds - Director Cooke - **ACTION ITEM**
- [14.](#) Contracts for Nurse Positions to Support Emergency Communications Nurse System program - Nathan Cooke - **ACTION ITEM**
15. Officer Elections - **ACTION ITEM**
Per CONFIRE By-Laws "He/She shall serve a one (1) year term as Chairperson/Vice-Chairperson and shall be elected to that position annually by the members of the Administrative Committee."

ROUND TABLE

CLOSED SESSION

16. Review and update existing Litigation - Government Code section 54956.9: AMR Lawsuit

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: December 17, 2024, at 1:00 p.m.

POSTING:

This is to certify that on November 21, 2024, I posted a copy of the agenda:

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

/s/ Liz Berry

Liz Berry
Clerk of the Board



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, OCTOBER 22, 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 Dave Williams, Chino Valley Fire District

Chief Ray Bruno, Colton Fire Department

Chief Dan Harker, Loma Linda Fire Department

Chief Mike McCliman, Rancho Cucamonga Fire Department - *Departed after Closed Session*

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 abstentions or conflicts announced.

CLOSED SESSION

**At the request of Chief McCliman and approval of the Administrative Committee, CLOSED SESSION was moved to item 1.*

**The Administrative Committee entered Closed Session at 1:34 p.m.*

1. Review and update existing Litigation – Government Code section 54956.9: AMR Lawsuit

**The Administrative Committee came out of Closed Session at 1:54 p.m.*

No reportable action taken during closed session.

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.

2. Approve the CONFIRE Joint Board of Directors and Administrative Committee Minutes of September 24, 2024.
3. CONFIRE Operations Statement as of September 30, 2024
4. Fund Balance Report as of September 30, 2024
5. YTD Call Summary
6. YTD Answering Times
7. Billable Incidents
8. Call Processing Time Analysis – September 2024
9. CONFIRE ECNS Analysis
10. City of Redlands Agreement Amendment

Motion to accept item 2 on Consent.

Motion by: Chief Park

Second by: Chief Washington

Yes – 7

No - 0

Abstain – 1 Chief Sessler

Absent – 1-Chief McCliman

Motion to accept items 3-10 on Consent.

Motion by: Chief Park

Second by: Chief Washington

Yes – 8

No - 0

Abstain – 0

Absent – 1 Chief McCliman

DIRECTOR REPORT

- a. Communication Division Update – Henry Perez
 - *Training employees have been released to the dispatch floor.*
 - *Approximately 640 calls answered a day, 90% of calls picked up within 10 seconds. Current staffing model is looking solid.*
 - *Ace Accreditation has been completed and submitted.*
 - *ECNS is doing well, we are EMD'ing more calls, EMS Calls transferred to ECNS is up to 42%.*
 - *Valley Dispatch Center construction is on schedule.*
 - *5 System Status Controllers have been placed on the dispatch floor and are helping tremendously.*
- b. Finance/Admin. Division Update – Damian Parsons
 - *All recruitments are on hold, pending litigation.*
- c. MIS Division Update – Blessing Ugbo
 - *Software commitments are forefront.*
 - *Reminder that Dec. 13 marks the MIS freeze date, only emergency or required items will be worked on.*
- d. EMS Division Update
 - *Approximately 40 EMT's have been deployed across the US. Current commitment is 30 days.*

COMMITTEE REPORTS

- a. Ops Chief Committee Report – Chief Williams

SUBSIDIARY COMMITTEE REPORTS

- a. EMS Sub-Committee Update – Chief Barna
 - *Two items moved forward to Administrative Committee for action.*
 - *November meeting will be cancelled, next meeting is December 10th.*

NEW BUSINESS

11. Priority Contract Agreement for Temporary Employment – Director Cooke – **ACTION ITEM**

Approve the Agreement with Priority Ambulance for Temporary Services and the draft administrative policy for temporary employment of Priority personnel by CONFIRE and its member agencies.

There is no net fiscal impact to CONFIRE. CONFIRE will pay Priority an agreed-upon amount to reimburse them for the work performed by their employees for member agencies. The temporary Priority employees' costs will be reimbursed directly to CONFIRE by the member agency through direct invoicing or an increase to their respective agency fees.

Motion to approve the Agreement with Priority Ambulance for Temporary Services and the draft administrative policy for temporary employment of Priority personnel by CONFIRE and its member agencies as presented.

Motion by: Chief Peratt

Second by: Chief Sessler

Yes – 8

No - 0

Abstain – 0

Absent – 1 Chief McCliman

12. Fund 5020 (EMS) Loan – Damian Parsons – ACTION ITEM

On September 12, 2024, the courts ordered a preliminary injunction that stopped implementation of the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility, and Critical Care Transport Services for Exclusive Operating Areas contract. While new spending has ceased and other costs have been reduced since the injunction, ongoing costs, primarily legal fees, remain, which require funding. The unfunded cost for the remainder of the fiscal year is estimated at \$1,000,000. With the implementation of the Temporary Services with Priority Ambulance, the EMS fund will also need the capacity to pay Priority Ambulance for services rendered by their employees until reimbursement is received from participating CONFIRE agencies.

It is recommended that CONFIRE utilize Fund 5010 (Reserve) to provide a loan, not to exceed \$2,000,000, to Fund 5020 (EMS) for the above costs with no interest. Staff will only draw the amount necessary to meet any unmet funding obligations. Furthermore, staff does not anticipate needing the full loan amount this fiscal year.

Upon approval, the funds will be transferred from Fund 5010 to Fund 5020. There will be zero interest charged to Fund 5020 for this loan, which must be repaid within two years from the fund's transfer date. The loan will be repaid with Ground Ambulance Services revenues realized under the contract with San Bernardino County.

Motion to approve a loan from Fund 5010 (Reserve) to Fund 5020 (EMS) in the amount of \$2,000,000.

Motion by: Chief Park

Second by: Chief Peratt

Yes – 8

No - 0

Abstain – 0

Absent – 1 Chief McCliman

13. EMS 2.0 Implementation – Director Cooke – **DISCUSSION ITEM**
EMS 2.0 is the mobile health side of the RFP response. CONFIRE is working on an agreement with Kaiser to make sure patients are staying in network. This would include certified public health care workers, nurse practitioners, and registered nurses.
14. ECNS Funding Update – Director Cooke – **DISCUSSION ITEM**
Staff continues to meet with major entities in the County to discuss ECNS funding. REMSA, the 2nd entity to stand up an ECNS program has announced their program will end on December 1, 2024. CONFIRE is researching the possibility of bringing on REMSA nurses for a temporary assignment.
15. November and December meeting dates – **DISCUSSION ITEM**
November 26th meeting stands at 1:30 p.m.
December meeting will be moved up 1 week to December 17th @ 1:00 p.m.

ROUND TABLE

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

The meeting adjourned at 3:03 p.m.

Upcoming Meetings:

Next Regular Meeting: November 26, 2024 @ 1:30 p.m.

 /s/ Liz Berry

Liz Berry

Clerk of the Board



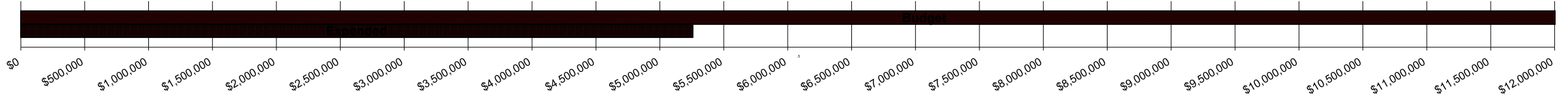
OPERATIONS FUND 5008
Unaudited MONTHLY SUMMARY FY 2024-25

Transactions thru October 31, 2024

Item 2.

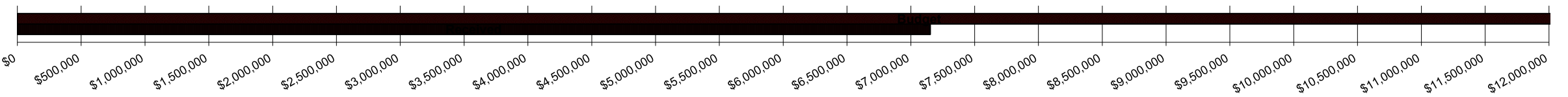
Expenditures	July	Aug	Sep	Oct	3 PP Nov	Dec	Jan	Feb	Mar	Apr	May	3 PP June	Total YTD Expended	2023/24 Budget	Bud - Exp Difference	% Used
Salary/Benefits	610,483	612,358	643,001	928,190	-	-	-	-	-	-	-	-	2,794,032	9,552,349	\$6,758,317	29.2%
Overtime/Call Back	33,883	25,201	26,202	45,021	-	-	-	-	-	-	-	-	130,309	45,000	-\$85,309	289.6%
Phone/Circuits/Internet	40,974	(10,033)	25,126	22,799	-	-	-	-	-	-	-	-	78,866	273,166	\$194,300	28.9%
County IS/Data Services/Counsel	114	(450)	3,491	2,641	-	-	-	-	-	-	-	-	5,797	59,905	\$54,108	9.7%
Radio/Pager, Console Maint	-	45,690	(11,159)	21,411	-	-	-	-	-	-	-	-	55,942	205,559	\$149,617	27.2%
Computer Software	250,088	836,272	555,398	5,446	-	-	-	-	-	-	-	-	1,647,203	2,362,495	\$715,292	69.7%
Computer Hardware	532	(220)	323	140	-	-	-	-	-	-	-	-	775	15,250	\$14,475	5.1%
Office Exp/Copier Lease	5,259	10,061	6,385	2,565	-	-	-	-	-	-	-	-	24,270	90,897	\$66,627	26.7%
Insurance/Auditing	-	252,504	-	11,636	-	-	-	-	-	-	-	-	264,140	302,912	\$38,772	87.2%
Payroll/HR/Medical Director	121,858	(20,769)	29,967	39,680	-	-	-	-	-	-	-	-	170,736	780,659	\$609,923	21.9%
Travel/Training	2,953	746	59	2,596	-	-	-	-	-	-	-	-	6,354	112,800	\$106,446	5.6%
Auto/Structure/Fuel	-	3,204	2,181	3,745	-	-	-	-	-	-	-	-	9,131	60,590	\$51,459	15.1%
Other/HDGC Rent/Equip Trans	16,434	13,233	15,226	24,950	-	-	-	-	-	-	-	-	69,843	274,974	\$205,131	25.4%
Total	1,082,578	1,767,796	1,296,203	1,110,821	-	-	-	-	-	-	-	-	5,257,398	14,136,556	\$8,879,158	37.2%

% Fiscal Year Passed 33.3%



Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference	% Rcvd
Services	3,556,286	(7,944)	-	3,521,214	-	-	-	-	-	-	-	-	7,069,556	14,134,213	\$7,064,657	50%
Interest	48,856	(48,856)	-	46,866	-	-	-	-	-	-	-	-	46,866	-	(\$46,866)	
Other	-	-	36,120	-	-	-	-	-	-	-	-	-	36,120	-	(\$36,120)	
Total	3,605,143	(56,800)	36,120	3,568,080	-	-	-	-	-	-	-	-	7,152,542	14,134,213	\$6,981,671	51%

% Fiscal Year Passed 33.3%





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

Operations Fund (5008)

Unaudited Fund Balance 7/1/24		\$	3,335,344
Revenue			7,152,542
Expenditures			(5,257,398)
	Net		1,895,144
	Net Transfers In/Out		-
	Available Fund Balance	\$	5,230,488

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

Equipment Reserve Fund (5009)

Unaudited Fund Balance 7/1/24		\$	2,311,408
Revenue			340,692
Expenditures			(521,602)
	Net		(180,910)
	Available Fund Balance	\$	2,130,498

General Reserve Fund (5010)

Unaudited Fund Balance 7/1/24		\$	6,907,469
Revenue			332,993
Expenditures			(401,176)
Grant Funds Due to CAD to CAD			-
	Net		(68,183)
	Fund Balance		6,839,286
	Net Transfers In/Out		-
	Total Fund Balance	\$	6,839,286

Restricted Fund Balance

Reserve for CIP			(3,000,000)
	Net Committed		(3,000,000)
	Available Fund Balance	\$	3,839,286

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



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

Term Benefits Reserve Fund (5011)


Unaudited Fund Balance 7/1/24		\$	1,786,600
Revenue	168,592		
Expenditures	-		
	Net		168,592
	Net Transfers In/Out		-
Available Fund Balance		\$	1,955,192

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

Unaudited Fund Balance 7/1/24		\$	303,620
Revenue	145,191		
Expenditures	(122,773)		
	Net		22,418
	Net Transfers In/Out		-
Available Fund Balance		\$	326,038

Emergency Medical Service Division Enterprise Fund (5020)

Unaudited Fund Balance 7/1/24		\$	2,170,934
Revenue	26,886		
Expenditures	(1,884,417)		
	Net		(1,857,531)
	Net Transfers In/Out		-
Available Fund Balance		\$	313,403



Call Summary

CONFIRE/Comm Center

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

Year: 2024

From: 1/1/2024

To: 10/31/2024

Period Group: Month

Call Type: All

Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-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	50496	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
Sep-24	19782	91	19873	0.46%	12879	544	13423	16803	6031	232	23066	56362	123.4
Oct-24	19181	60	19241	0.31%	11843	444	12287	16297	5648	105	22050	53578	121.5
2024 Totals	190116	567	190683	0.30%	121620	5159	126779	157686	58070	1740	217496	534958	122.4
2023 Totals	180211	607	180818	0.34%	122798	3979	126777	157269	49301	931	207501	515096	112.9



PSAP Answer Time

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

Month - 1/1/2024 - 10/31/2024
 Agency Fire
 Affiliation

From: 1/1/2024
 To: 10/31/2024
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Call Type: 911 Calls

Call Hour	Answer Times In Seconds							
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2024 Total	17,259	437	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	318	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	638	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	118	6	19,749
% answer time ≤ 10 seconds	88.40%	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	779	1,383	479	334	46	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	17,889	988	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%							
September 2024 Total	16,971	986	593	808	280	136	9	19,873
% answer time ≤ 10 seconds	85.40%	4.96%	2.98%	4.52%	1.41%	0.68%	0.05%	100.00%
% answer time ≤ 15 seconds	90.36%							
% answer time ≤ 40 seconds	97.86%							
October 2024 Total	17,364	896	388	573	135	60	3	19,241
% answer time ≤ 10 seconds	90.40%	3.62%	1.97%	2.98%	0.70%	0.31%	0.02%	100.00%
% answer time ≤ 15 seconds	94.02%							
% answer time ≤ 40 seconds	98.97%							
Year to Date 2024 Total	170,456	6,848	3,895	6,428	1,942	7,034	80	196,683
% answer time ≤ 10 seconds	89.39%	3.99%	2.04%	3.37%	1.02%	0.54%	0.04%	100.00%
% answer time ≤ 15 seconds	92.98%							
% answer time ≤ 40 seconds	98.40%							
Year to Date 2023 Total	168,468	5,071	2,568	3,524	838	339	18	180,818
% answer time ≤ 10 seconds	93.17%	2.80%	1.42%	1.95%	0.46%	0.19%	0.01%	100.00%
% answer time ≤ 15 seconds	95.97%							
% answer time ≤ 40 seconds	98.34%							

CONFIRE Billable Incidents

Period: 01/01/2024 thru 10/31/2024

Jurisdiction	# of Incidents	% of Total
San Bernardino County	112,918	53.37%
VictorvilleFD	20,050	9.48%
RanchoCucamonga	15,585	7.37%
ChinoValleyFD	11,720	5.54%
AppleValley	10,899	5.15%
Rialto	10,093	4.77%
Redlands	9,752	4.61%
Colton	6,599	3.12%
MontclairFD	4,183	1.98%
Loma Linda	3,688	1.74%
Big Bear Fire	2,849	1.35%
San Manuel FD	1,933	0.91%
Baker Ambulance	685	0.32%
Running Springs	430	0.20%
Road Department	199	0.09%
Total	211,583	100%

BDC Division	# of Incidents	% of Total
East Valley	38,752	34.32%
Fontana	18,108	16.04%
Valley	15,560	13.78%
Hesperia	11,242	9.96%
South Desert	10,481	9.28%
North Desert	10,281	9.10%
Adelanto	4,361	3.86%
Mountain	4,133	3.66%
Total	112,918	100%

Printed on 11/7/2024 7:50:04 AM

CONFIRE 911 Call Processing Time Analysis

October 2024



October 2024

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Call Answering Time from Primary PSAP 2

Emergency Call Processing..... 3

EMS Call Processing 3

 Fire/Rescue Related Calls 6

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

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

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

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

Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code..... 5

Figure 7: Fire/Rescue Call Pickup to First Unit Assigned..... 6

Figure 8: Fire/Rescue Call Pickup to Queue..... 6

Figure 9: Fire/Rescue Queue to First Unit Assigned..... 7

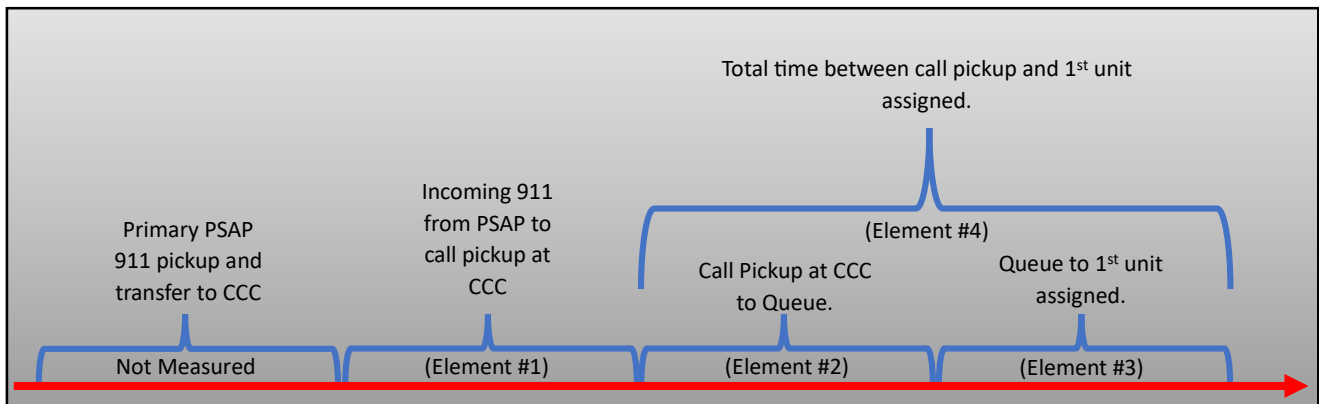
CONFIRE Emergency Call Processing Times.

October 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.

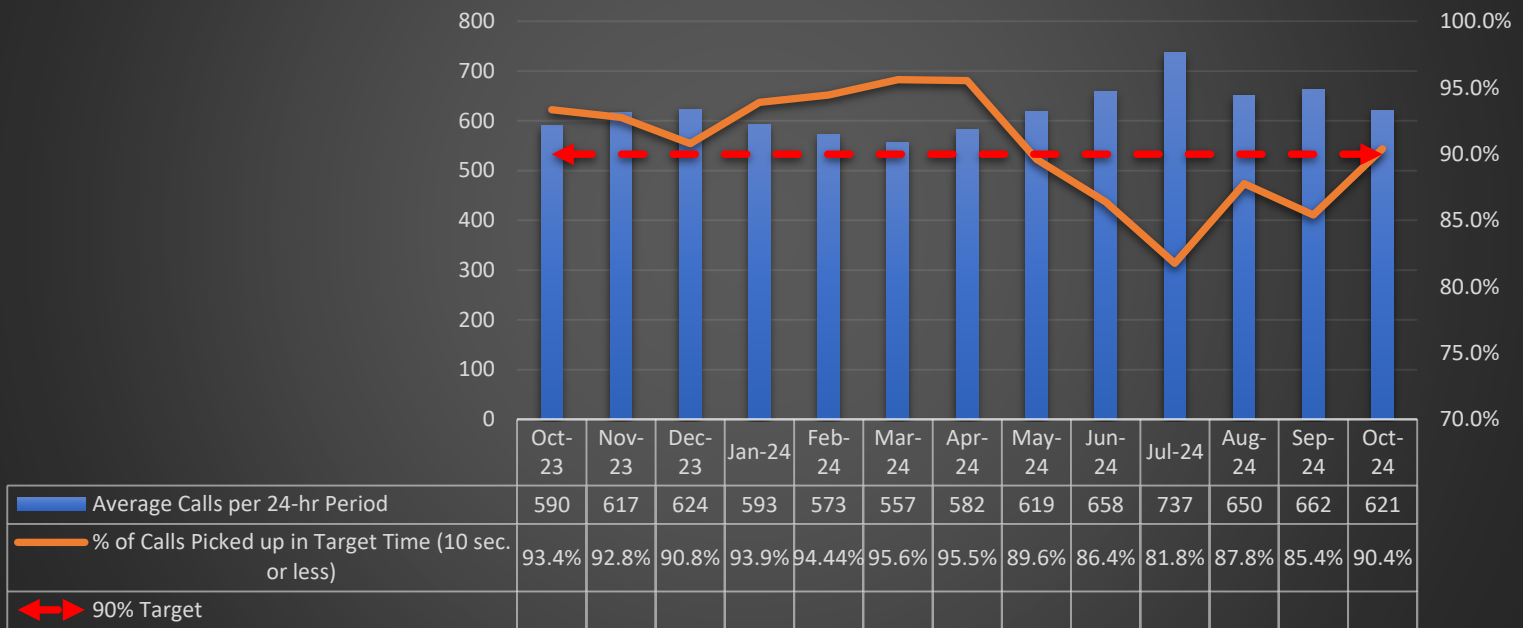


Call Answering Time from Primary PSAP

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 October 2023 to October 2024 (10 sec. or less answer time)



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.

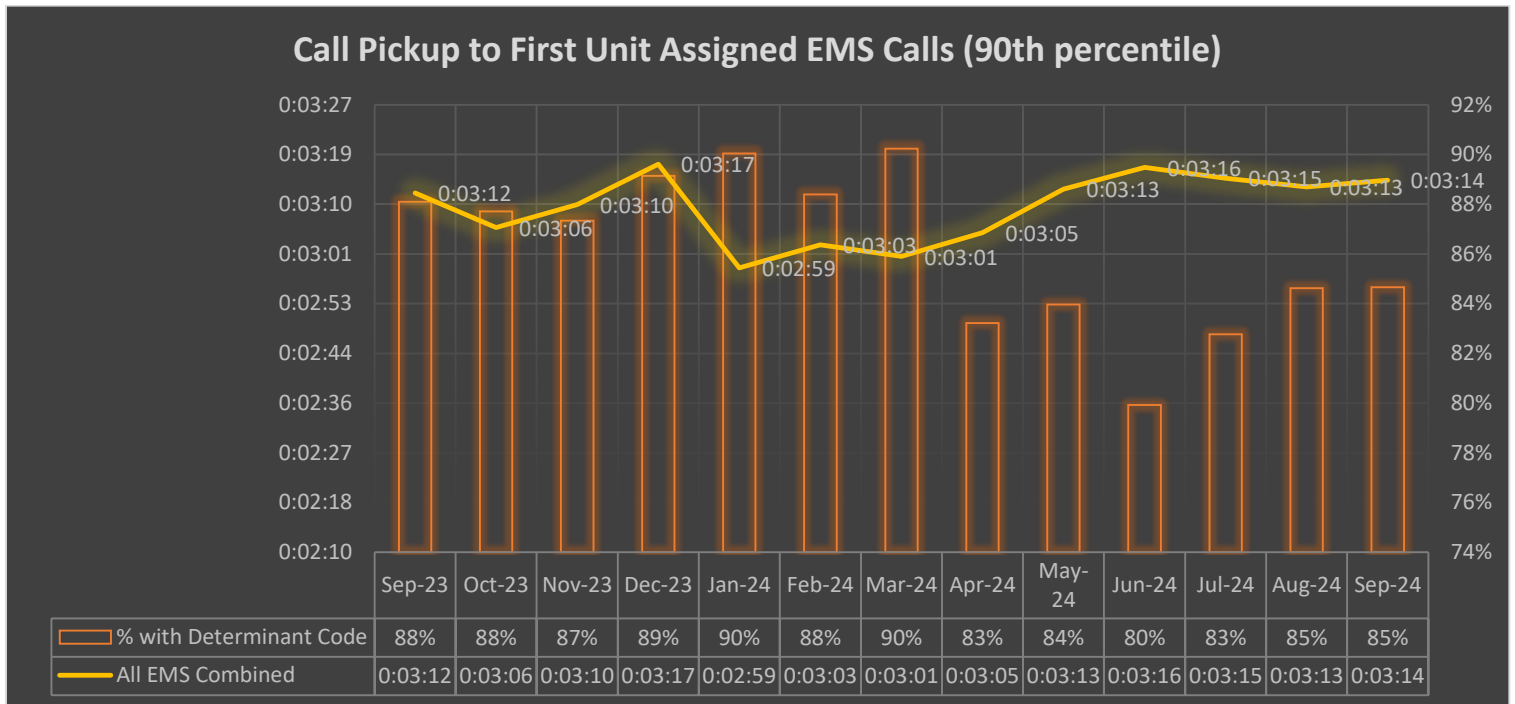


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

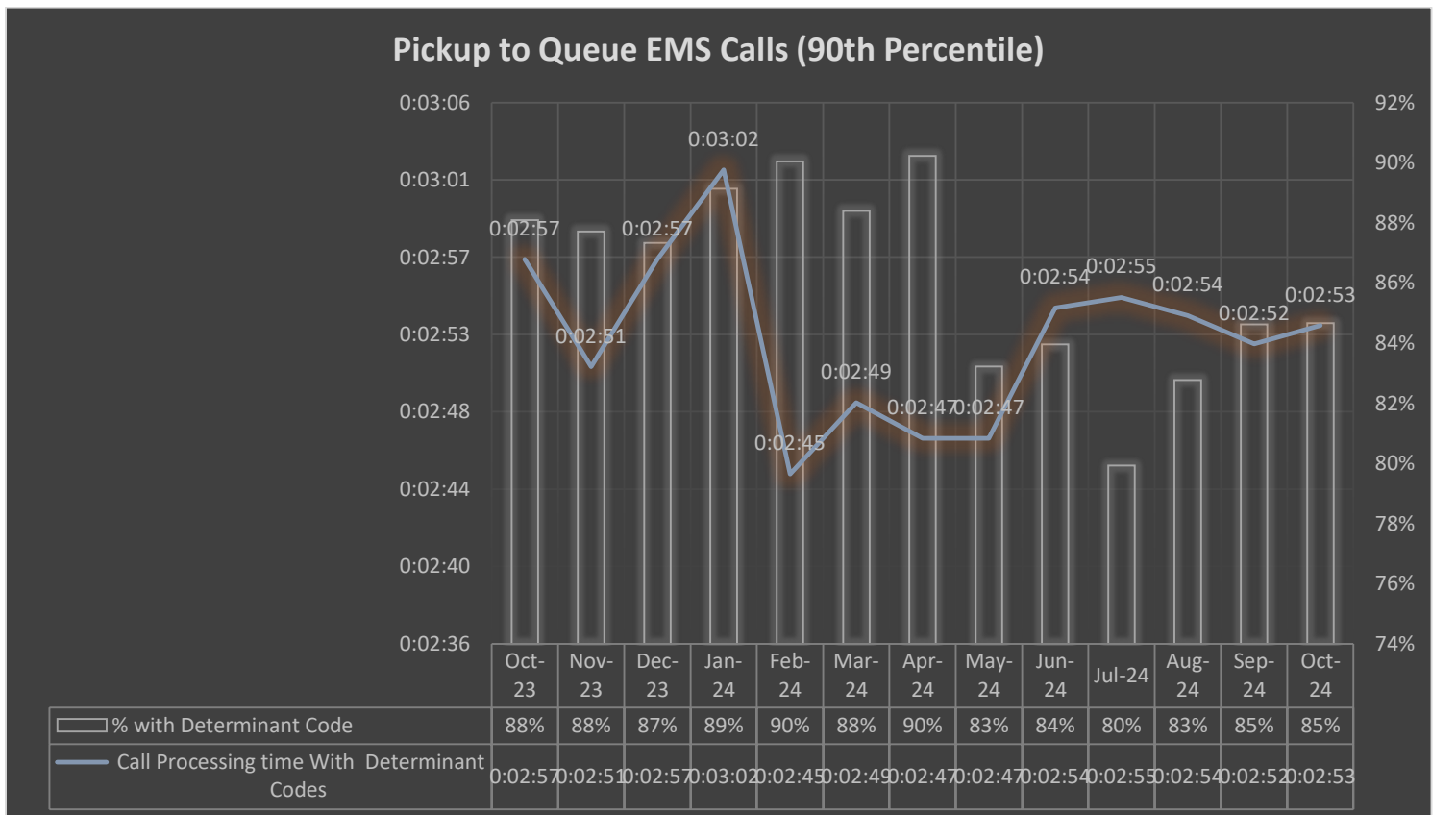


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

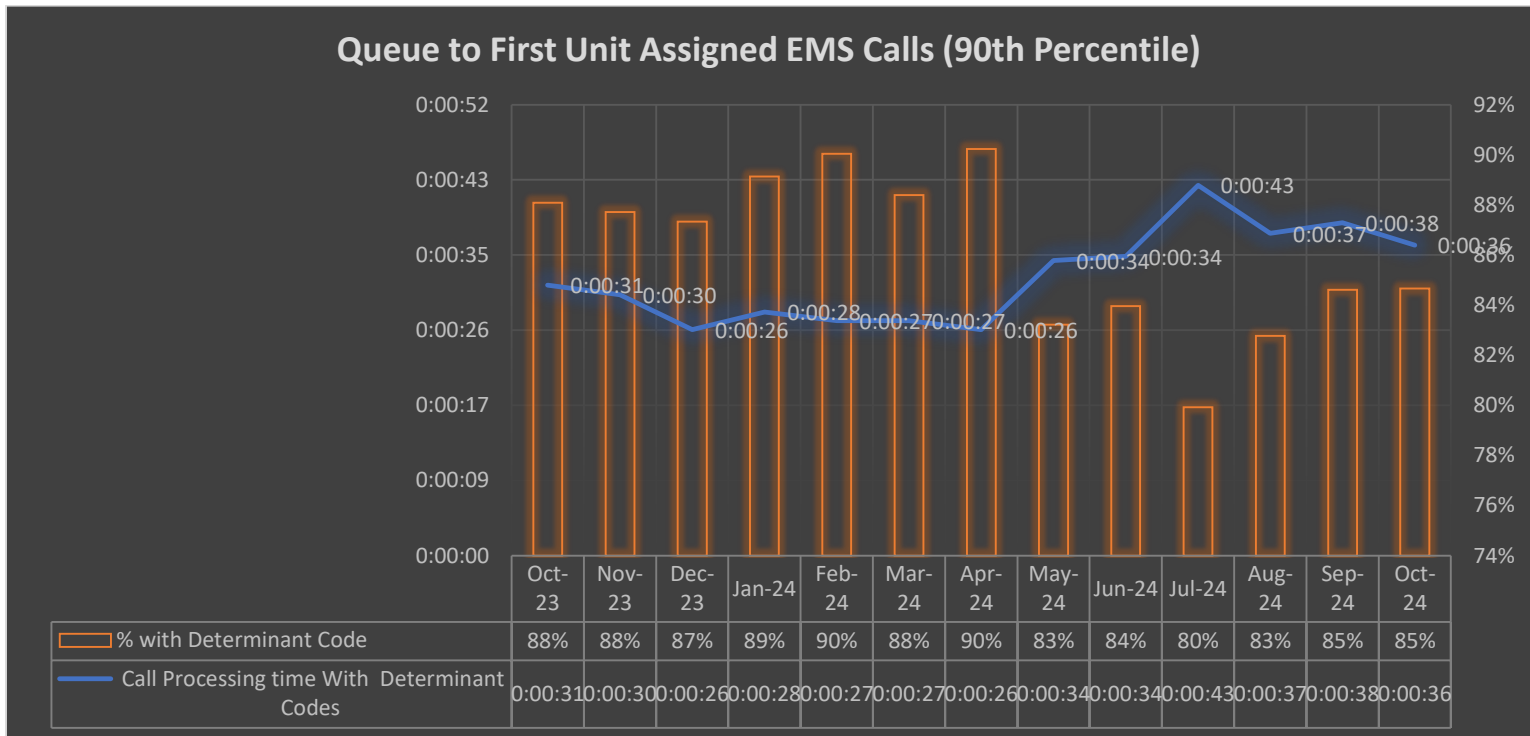
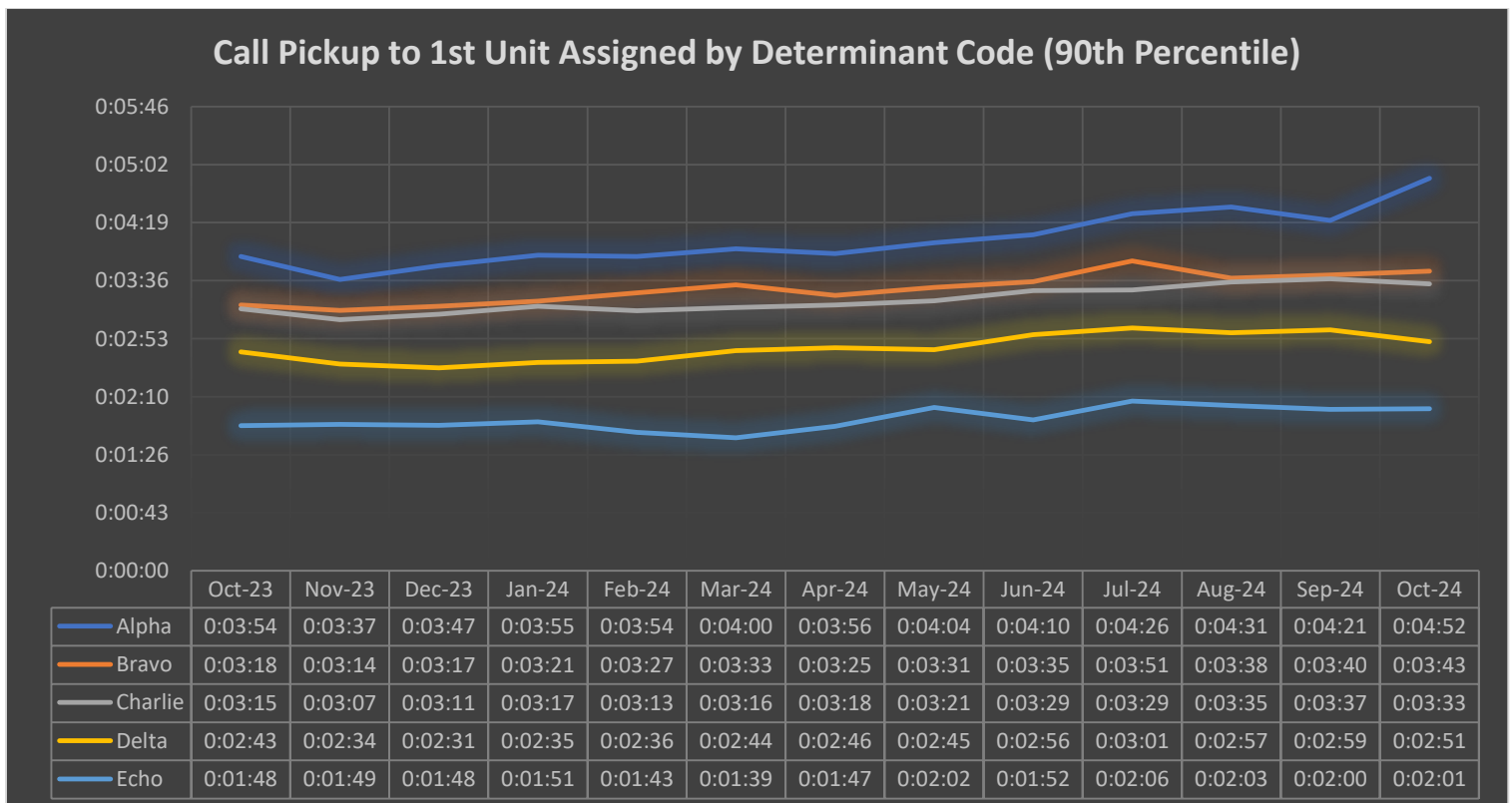


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



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.

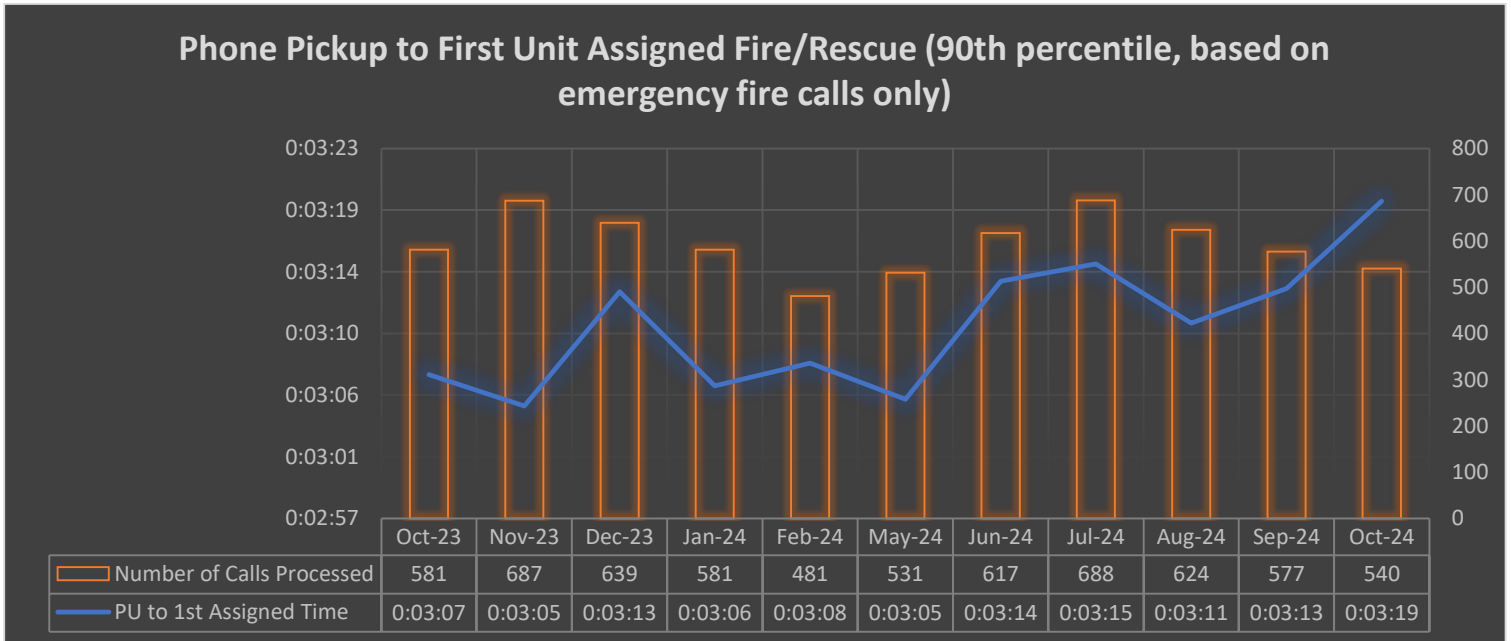


Figure 8: Fire/Rescue Call Pickup to Queue.

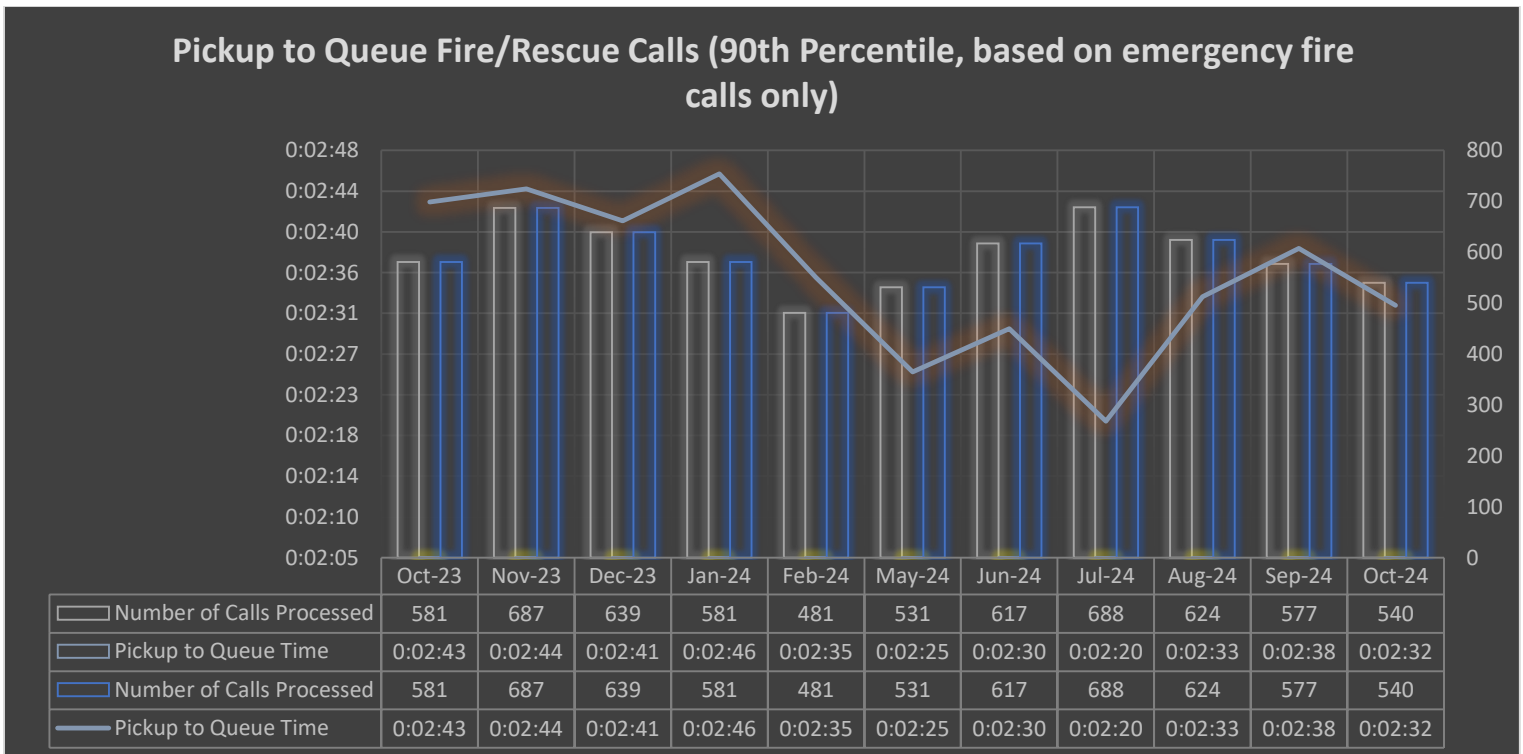
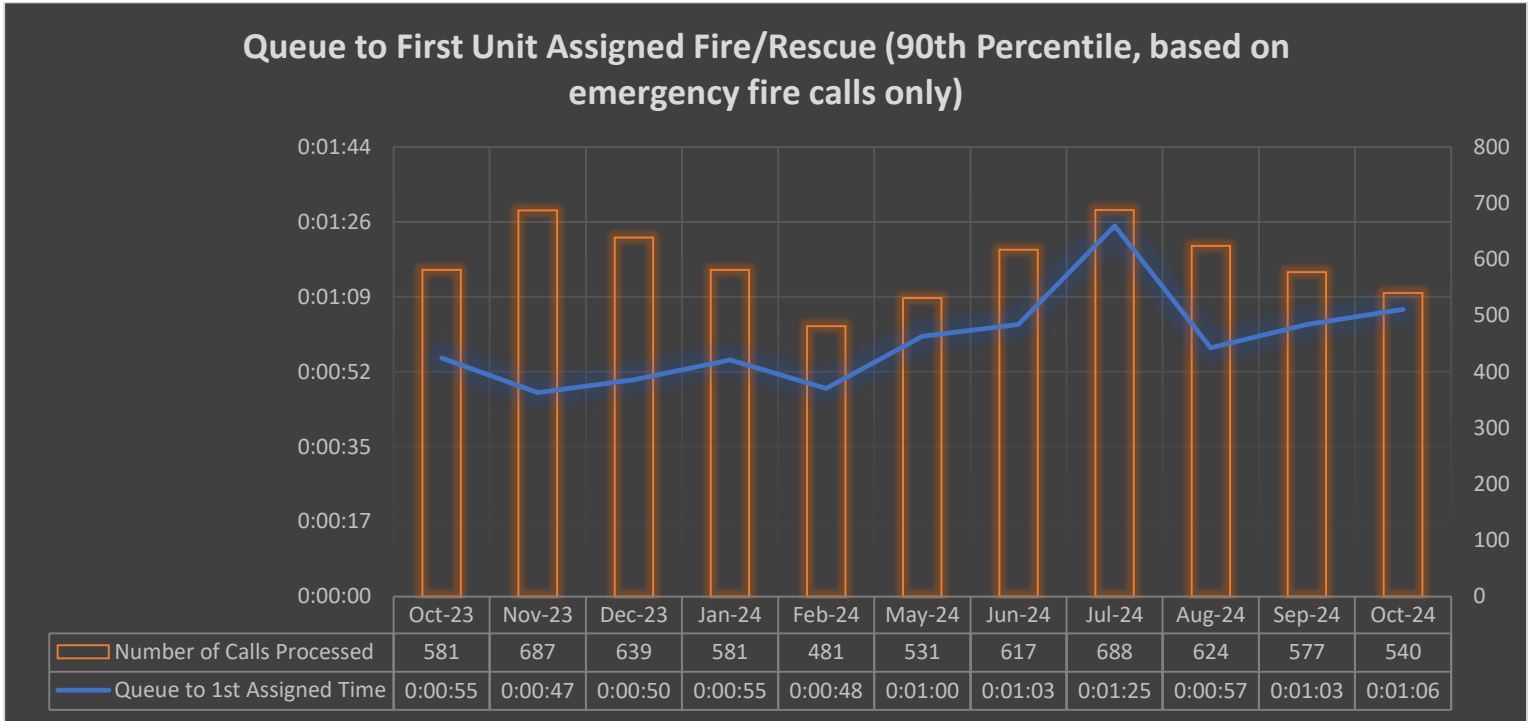


Figure 9: Fire/Rescue Queue to First Unit Assigned.



CONFIRE ECNS Analysis

October 2024



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CONFIRE Dispatch Processing of EMS Calls and Disposition of ECNS Eligible Calls October 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 October 2024

Total Emergency EMS Calls	17,838
Total EMS Calls with Obtainable Determinant Code	13,656
Total EMS Calls with Determinant Code	11,544
% of EMD Obtainable EMS Calls with Determinant Code	84.5%

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

Total Calls Eligible for Low Code:	1,434
% of EMS calls with Determinant Code Eligible for ECNS	12%
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	506
% of Eligible EMS Calls Transferred to ECNS	35.3%
% of Total EMS Calls Transferred to ECNS	2.8%

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

Incoming Calls to Emergency Communications Nurse (ECN) Nurse		
	Total ECNS Transfers	608
	Transferred via CAD Service (did not connect with ECN)	0
	Calls Aborted (Hangups, disconnects)	102
	Total Calls received and completed by ECN	506
Status in ECN Call Center		
	ECN returned call for Emergency Transport	104
	Patient had no alternative means of transport (Returned for non-emergency transport)	196
Ambulance Transport Status		
	Total calls to reach ECN that resulted in an ambulance response	300
	% of total calls to reach ECN that resulted in ambulance response	59.3%
	Total ambulance responses that resulted in a transport	104
	% of response with transport	35%
	Number of ECNS who received ECN direction and did not transport by ambulance.	144

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 4: Unit responses and ambulance transport rates to ECNS calls that were returned for first responders for October 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	43	41	31	10.5%
BACK-A1	35	29	23	7.8%
FALL-A2	38	35	22	7.5%
SICK-O1	28	25	21	7.1%
SICK-A3	22	20	20	6.8%
SICK-A2	27	24	20	6.8%
SICK-A11	29	25	19	6.4%
ABD-A1	15	15	14	4.7%
FALL-A3	23	21	12	4.1%
SICK-A4	15	14	11	3.7%
DIA-O1	18	15	11	3.7%
TRAUMA-A2	12	12	10	3.4%
TRAUMA-A2	11	11	9	3.1%
TRAUMA-A1	11	11	9	3.1%
TRAUMA-A1	12	12	8	2.7%
FALL-O1	10	9	7	2.4%
ALL-A1	9	8	7	2.4%
SOB - Shortness of Breath	7	6	6	2.0%
SICK-A6	11	11	6	2.0%
FALL-A1	14	11	5	1.7%
TRAUMA-A3	13	10	5	1.7%
TRAUMA-A3	7	6	4	1.4%
HEAD-O1	6	6	4	1.4%
HL-A1	4	4	4	1.4%
TRAUMA-O1	7	7	4	1.4%

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

Point of Care Selected by ECN	# of patients	% of all care recommendations given
Seek Emergency Care as Soon as Possible	158	45.0%
Emergency Response	104	29.6%
Seek Face to Face Care within 1-4 Hours	66	18.8%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	7	2.0%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	5	1.4%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	4	1.1%
Schedule a Routine Appointment with a Doctor/Health Care Professional	3	0.9%
Self-Care	1	0.3%
Contact Poison Control or Local Pharmacist	1	0.3%
Contact Dentist Urgently	1	0.3%
Contact Obstetrician / Gynecologist / Midwife	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.

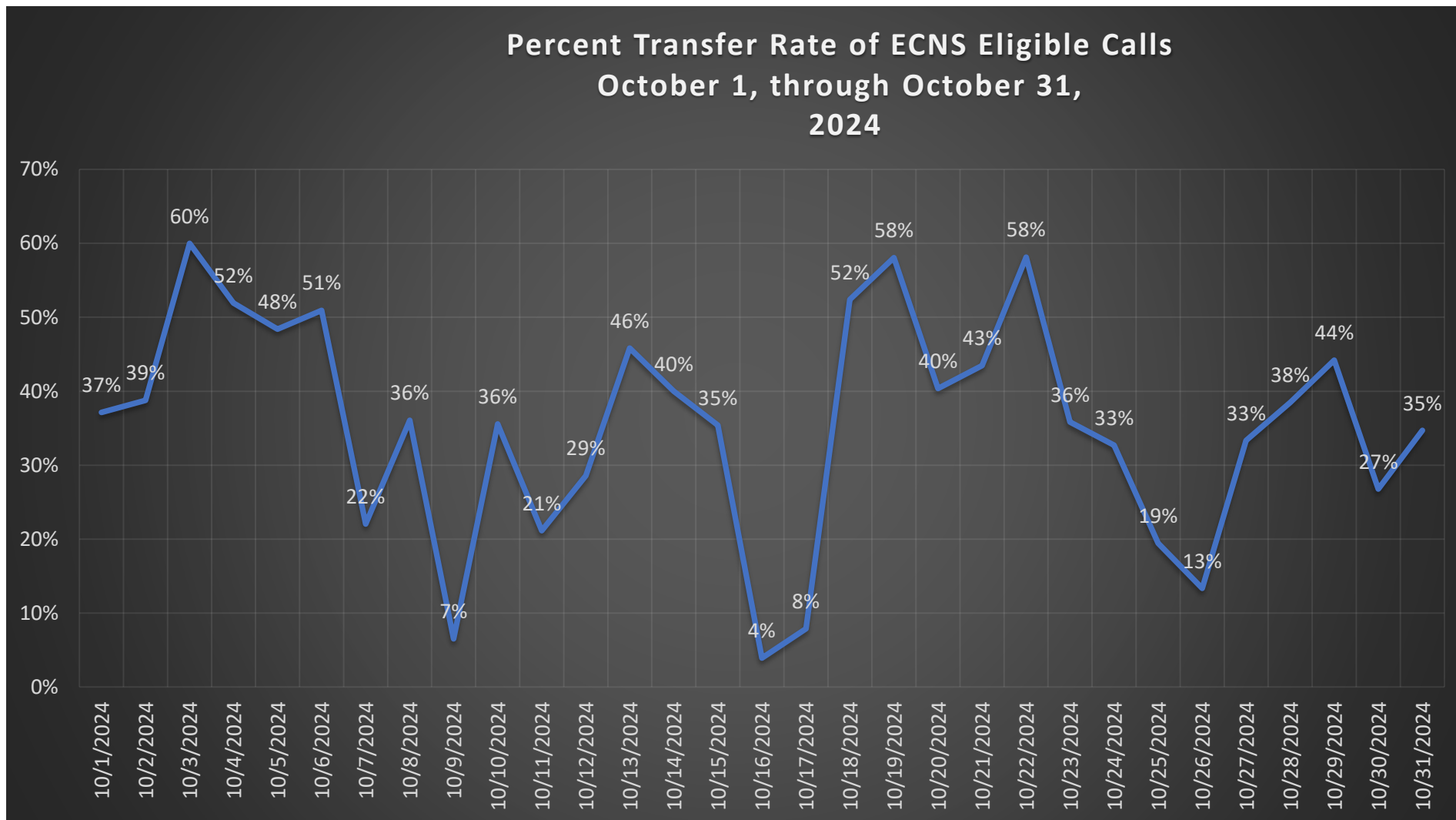


Figure 2: Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

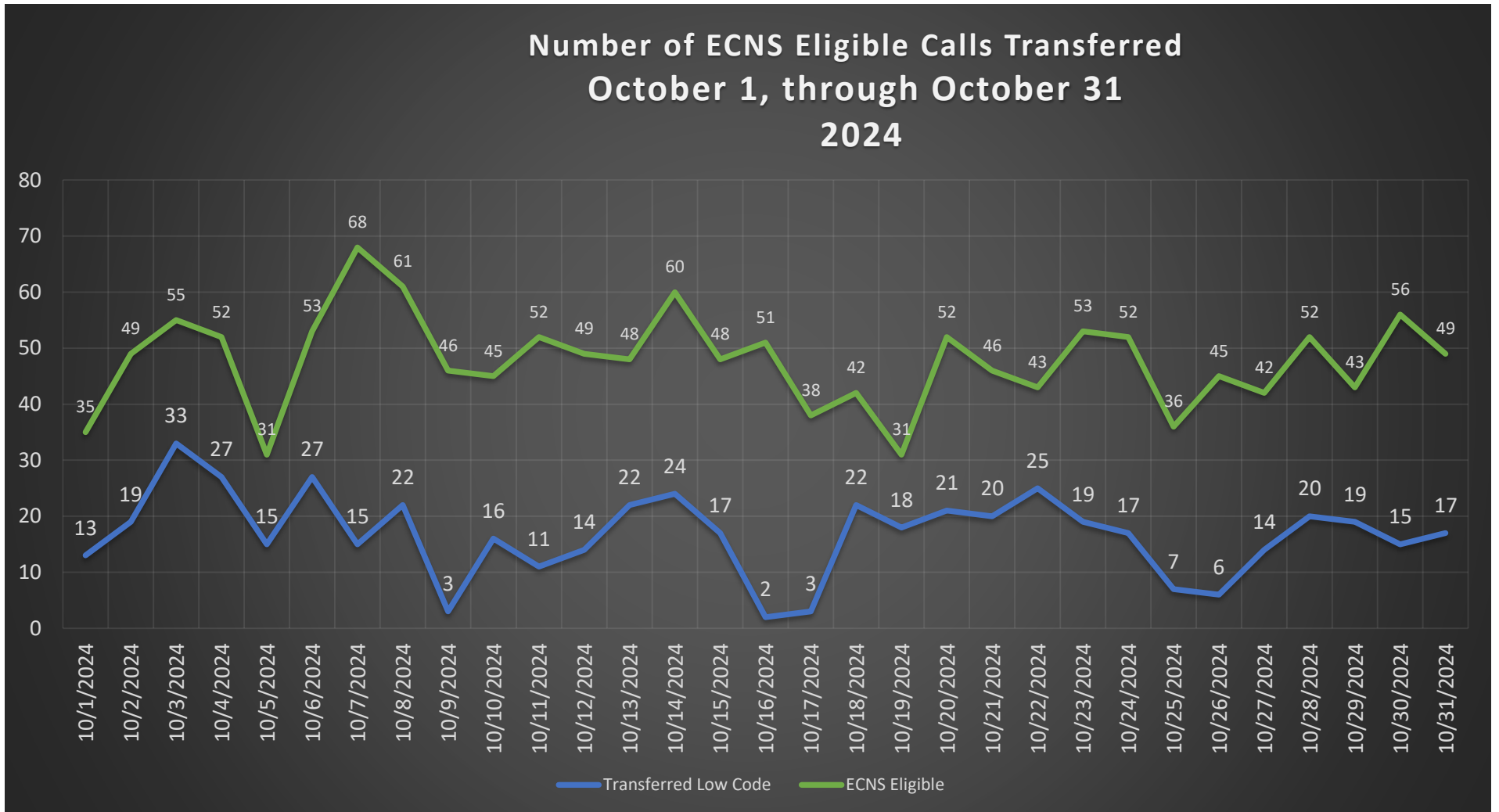


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.

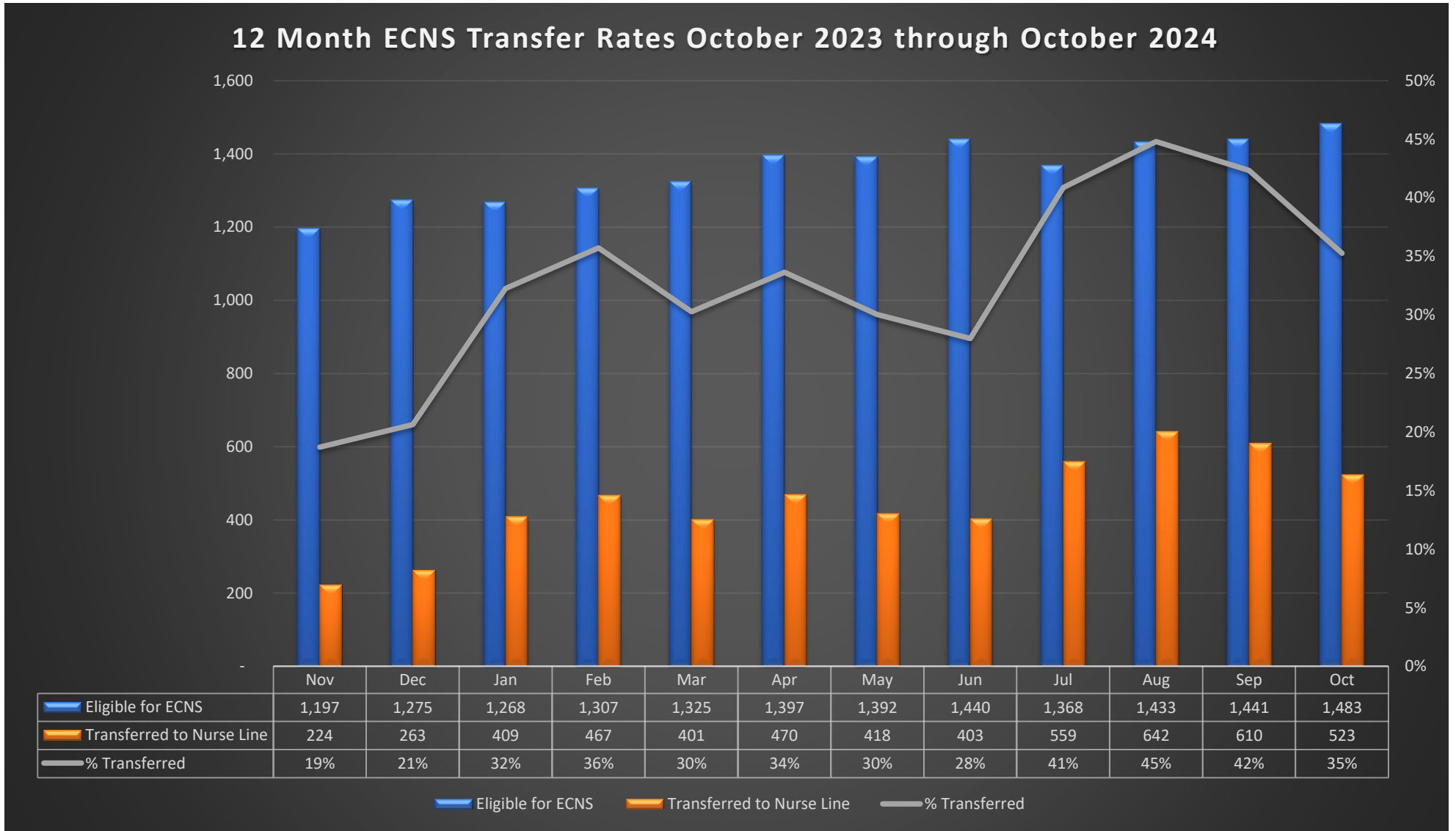
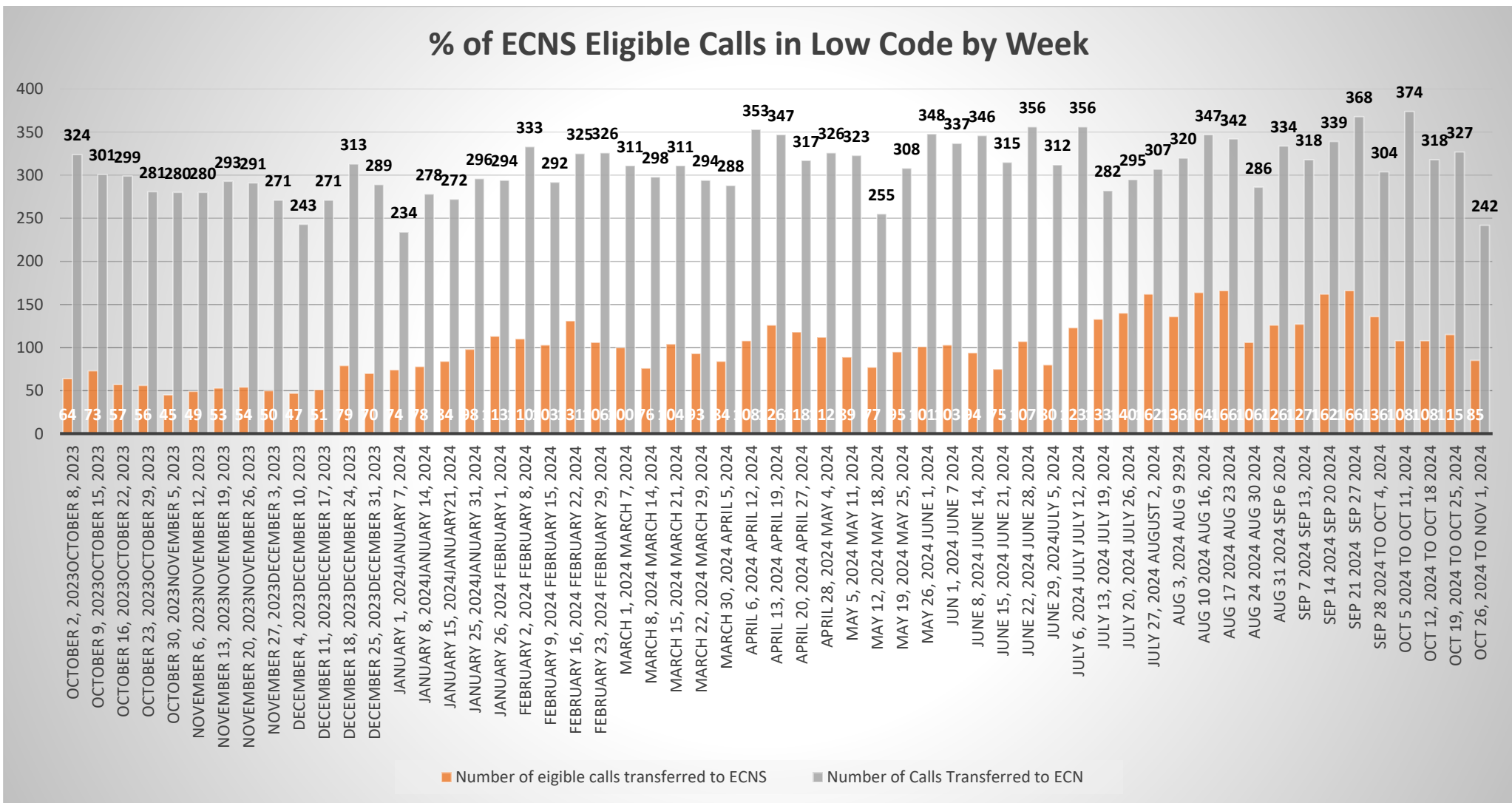


Figure 4: Number of eligible ECNS calls and rates of transfer from October 2023 through October 2024.



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

October 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)	697	74.5%
*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	81	8.7%
*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	80	8.6%
*Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	26	2.8%
*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	25	2.7%

*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	26	2.8%

**CONFIRE****STAFF REPORT****DATE: November 26, 2024****FROM: Henry Perez
Communications Director****TO: Administrative Committee**

SUBJECT: Side Letter Agreement

Recommendation

Approve a Side Letter Agreement to the Emergency Services Unit 2022-25 Memorandum of Understanding to compensate employees who are required to work evening or night shift tours of duty, over and above the established base rates of pay effective September 11, 2024.

Background Information

On September 10, 2024, CONFIRE management met with representatives from San Bernardino County Human Resources Labor Negotiations and the Emergency Services Unit (ESU) to meet and confer on a Side Letter to the current 2022-25 Memorandum of Understanding (MOU).

The purpose of the Side Letter is to revise the following Differentials Section 1: Night Differential subsection d. Compensation, paragraphs 1 and 2 of the MOU.

- (1) Employees whose assigned tour of duty, with or without intervening meal time, includes work hours between 5:00 p.m. and 7:00 a.m. shall receive shift differential of one dollar seventy cents (\$1.70) for all hours worked between 5:00 p.m. and 7:00 a.m.
- (2) Compensation under this Article shall not apply to employees whose shift begins between 7:00a.m. and 10:59 a.m.

These paragraphs are being revised as follows:

- (1) Employees whose assigned tour of duty, with or without intervening meal time, includes work hours between 7:00 p.m. and 7:00 a.m. shall receive shift differential

of one dollar seventy cents (\$1.70) for all hours worked between 7:00 p.m. and 7:00 a.m.

- (2) Compensation under this Article shall not apply to employees whose shift begins between 7:00a.m. and 8:59 a.m.

The previous swing shift schedule of 11:00 a.m. – 11:00 p.m. was changed by management to 9:00 a.m. – 9:00 p.m. to improve call pick up times, based on call data. Due to the schedule change ESU requested a revision to the MOU to enable employees to be paid the night differential for the last two hours of the swing shift.

The effective date is retroactive to September 11, 2024, which is the date of signature of the Side Letter by ESU's representative and the County Labor Relations Chief.

Fiscal Impact

The impact of the Side Letter is estimated to create a savings by reducing the night differential paid from four to two hours.

Side Letter Agreement

Emergency Service Dispatchers of San Bernardino County

Emergency Services Unit

DIFFERENTIALS

Section 1: Night Shift Differential

- (a) Purpose. It is the purpose of this provision to compensate employees, who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.
- (b) Eligible Personnel. Employees assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for night shift differential compensation. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty shall receive night shift differential compensation.
- (c) Special Provisions.
 - (1) Night shift differential compensation shall not be included in the base rate of pay when computing call-back pay. Employees who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.
 - (2) Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Agreement.
- (d) Compensation.
 - (1) Employees whose assigned tour of duty, with or without intervening meal time, includes work hours between 5:00 p.m. and 7:00 a.m. shall receive shift differential of one dollar seventy cents (\$1.70) for all hours worked between 5:00 p.m. and 7:00 a.m.
 - (2) Compensation under this Article shall not apply to employees whose shift begins between 7:00 a.m. and ~~10:59~~8:59 a.m.


Date Agreed: 9/11/2024

San Bernardino County



Leo Gonzalez
County Labor Relations Chief

Emergency Service Dispatchers of San Bernardino County



Jaime Vilches
President



STAFF REPORT

DATE: November 26, 2024

FROM: Nathan Cooke, Interim Director
BY: Mike Bell, CAD to CAD Project Manager
 Damian Parsons, Finance/Administration Director

TO: CONFIRE Administrative Committee

SUBJECT: Acceptance and Modification of FY2023 Homeland Security Grant Program Funds

Recommendation

1. Approve MOU with County of San Bernardino Office of Emergency Services to accept a grant award of \$86,912 for the Homeland Security Grant Program (HSGP) FY2023 period to be utilized for regional CAD to CAD project.
2. Authorize a modification of the grant to address current CAD to CAD project needs.

Background Information

The 2023 application for the Homeland Security Grant Program was approved by the County of San Bernardino Office of Emergency Services in the amount of \$86,912.

In order to utilize these funds CONFIRE must enter into an MOU with the County of San Bernardino Office of Emergency Services. CONFIRE staff has worked closely with the County of San Bernardino Office of Emergency Services staff to complete all the elements of the MOU. The document has also been reviewed by CONFIRE legal counsel who endorsed the document as submitted.

In essence the MOU binds CONFIRE to utilize the funds according to the application and within the strict guidelines of the HSGP rules. There are also reporting requirements that CONFIRE must comply with.

The intent of these funds is to assist CONFIRE as the lead agency in developing and implementing a regional CAD to CAD solution in San Bernardino County. That project is well underway with a consultant on board.

A grant modification request will be submitted to the San Bernardino County Office of Emergency Services. The request for a modification is necessary because the original intent of the the grant was to fund the cloud-based fees associated with the program. These fees are no longer assessed in the same manner, rather they have been included

in the on-going annual subscription costs for each participating agency. This change occurred after the grant was submitted. Going forward CONFIRE will use these fund to provide support of consulting services, to add additional agencies and/or enhance the capability of the exisiting program.

This process will be coordinated between CONFIRE staff and the San Bernardino County Office of Emergency Services grants program staff. A similar modification was requested for the 2022 HSGP award and recently approved.

Fiscal Impact

This project will be initially paid from CAD to CAD (5019) and reimbursed by the HSGP 2023 funding through the County of San Bernardino Office of Emergency Services.



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

Consolidated Fire Agencies

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

Date: November 14, 2024

San Bernardino County OES, Grants Unit
Attn: Tina Sutera
1743 Miro Way
Rialto, CA 92376-0425

SUBJECT: FY2023 HOMELAND SECURITY GRANT PROGRAM

Please find the attached FY2023 Homeland Security Grant Program (HSGP) application package with the following documentation for your review.

Required Documentation:

- Signed Subrecipient Assurances (initialed at bottom of each page and signed in blue ink)
- Certification Letter (attach additional sheet, if needed)
- Application Workbook Signed Certification Page
- Subrecipient Grants Management Assessment Form
- Certification Regarding Lobbying
- Verification of Active UEI Number (SAM.gov printout - formerly DUNS #)
- Single Audit Report (if applicable)

Certification Box:

I certify that the necessary documentation for my project is attached to this package.

Print Name:	Damian Parsons
Print Title:	Finance/Administration Director
Signature:	
Phone No.:	909-365-2502
E-mail Address:	dparsons@confire.org
Fax No.:	

BOARD OF DIRECTORS

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<i>Elizabeth Becerra Victorville</i>	

County of San Bernardino
FY2023 Homeland Security Grant Program
CFDA 97.067

Subrecipient Assurances
Grant No. 2023-0042

Name of Applicant: Consolidated Fire Agencies (CONFIRE JPA) (hereafter "Applicant" or "Subrecipient")
Address: 1743 Miro Way
City: Rialto State: CA Zip Code: 92376
Telephone Number: 909-365-2502 Fax Number: _____
E-Mail Address: dparsons@confire.org

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

Applicant further acknowledges that Applicant is responsible for reviewing and adhering to all requirements within the:

- a) Applicable Federal Regulations (see below);
- b) Federal Program Notice of Funding Opportunity (NOFO);
- c) Federal Preparedness Grants Manual;
- d) California Supplement to the NOFO;
- e) Federal and State Grant Program Guidelines; and
- f) Subrecipient Application Workbook.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

In the event San Bernardino County determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- a) To provide all matching funds required (if applicable) for the grant project and that any cash match will be appropriated as required;
- b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;

- c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body;
- d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Application certifies that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Updated 6/13/24

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. Seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in any federally funded educational program or activity;
- c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- e) Age Discrimination Act of 1975, (42 U.S.C §§6101-6107), which prohibits discrimination on the basis of age;
- f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2), relating to confidentiality of patient records regarding substance abuse treatment;
- g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R Part 19;
- l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic

information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

- m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- n) The requirements of any other nondiscrimination statute(s) which may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- b) CEQA Guidelines (California Code of Regulation, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- g) Executive Order 11514 which sets forth the national environmental standards;
- h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- j) The Endangered Species Act of 1973, (P.L. 93-205);
- k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- m) Wild and Scenic Rivers Act of 1968 (16 U.S.C § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment – The Applicant will comply with 31 U.S.C. §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement or advance.

12. Reporting and Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including, but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirement of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

- b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C §469a-1 et seq.); and
- d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- a) Not dispose of, modify the use of, or change the terms of the real property title of other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code § 7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge their use of federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefits overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance

for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for

determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks and portable computer equipment, that are used at or within the finished infrastructure project but are not and integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914 (c) of BABAA, FEMA may waive the application of a “Buy America” preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both, and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The Undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the said Applicant.

Applicant: Consolidated Fire Agencies (CONFIRE JPA)

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Damian Parsons

Title: Finance/Administration Director Date: _____

The Undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the County. The undersigned is the appropriate contact for all notices and documents to be provided under this agreement.

County of San Bernardino

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Crisanta Gonzalez

Title: Director Date: _____



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

Consolidated Fire Agencies

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

Date: September 17, 2024

San Bernardino County OES, Grants Unit
Attn: Tina Sutera
1743 Miro Way
Rialto, CA 92376-0425

SUBJECT: CITY OF CONSOLIDATED FIRE AGENCIES (CONFIRE JPA) CERTIFICATION LETTER

RE: FEDERAL AWARD FY2023 HOMELAND SECURITY GRANT PROGRAM

1.) **Name of entity receiving the award:** Consolidated Fire Agencies (CONFIRE JPA)

2.) Amount of Award	3.) Funding agency	4.) Catalog of Federal Domestic Assistance (CFDA) program number:	5.) Award Title
List all other grants received by your jurisdiction (attach a separate doc if needed).	For example, FEMA, DHS, etc.	CFDA number can be searched at https://www.cfda.gov/	Enter name of grant, for example, EMPG, SAFER, etc.
\$ 2,100,000	San Bernardino County Fire District	21.027/SLT-0628	ARPA
\$ 300,000	City of Riverside	97.067	UASI 2022

6.) **Location of the entity and primary location of performance including city, state and Congressional District:** Please enter your city and state plus your city's congressional district number.

City – Rialto
State – California
Congressional District# – 35th

BOARD OF DIRECTORS

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

7.) **Unique Entity Identifier (UEI) Number of the entity** (Formerly DUNS #):
PJ3NSDAR3P41

Item 13.

Sincerely,

Name: Damian Parsons
Title: Finance/Administration Director
City name: Rialto
Phone #: 909-365-2502

FISCAL YEAR 2023
Homeland Security Grant Program
CFDA 97.067

Subrecipient Application Workbook



Funding Provided by
California Governor's Office of Emergency Services
(Cal OES)

Through Funding Distributed by
The United States Department of Homeland Security (DHS)
Federal Homeland Security Grant Program Agency

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INTRODUCTION

The State Homeland Security Grant Program (HSGP) is designed to secure and provide the nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The Homeland Security Grant Program is one tool among a comprehensive set of federal measures administered by Cal OES to help strengthen the state against risks associated with potential terrorist attacks. San Bernardino County Office of Emergency Services is a subgrantee of the HSGP and oversees the administration of grant funds for San Bernardino's Operational Area. All grant requirements are located in Federal Notice of Funding Opportunity (NOFO), FEMA's Preparedness Grant Manual (located on FEMA's website) and the California State Supplemental to the NOFO (located on the Cal OES website under Grant Management). **Applicants should thoroughly read these manuals prior to submitting their applications.**

GRANT PURPOSE

The purpose of the Fiscal Year 2023 Homeland Security Grant Program (FY23 HSGP) is to support comprehensive Homeland Security Grant Programs at the local level and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all terror-related hazards. Cal OES has accepted, approved, and awarded this grant and will continue providing support to the San Bernardino County Operational Area's efforts to implement the objectives and strategies of the Homeland Security Grant Program. HSGP subrecipients are encouraged to consider projects that fall into National Priority Investment Justification areas to meet the County and State's requirements for the National Priority 30% criteria. Information regarding National Priority Investment Justifications can be found in the FEMA Preparedness Grants Manual, the NOFO and the California State Supplemental to the NOFO. National Priority Investment Justifications are:

- Enhance Intelligence and Information Sharing and Cooperation with Federal Agencies, including DHS 3%
- Enhance the Protection of Soft Targets/Crowded Spaces, (including election security) 3%
- Enhance Cybersecurity (including election security) No minimum percent
- Combating Domestic Violent Extremism 3%
- Enhancing Community Preparedness and Resilience – 3%
- Enhancing Election Security – 3%

USE OF FUNDS

Funds provided under the HSGP must be used to support local Homeland Security Grant Program activities that contribute to the San Bernardino County Operational Area's capability to prevent, prepare for, mitigate against, respond to, and recover from acts of terrorism.

ELIGIBLE JURISDICTIONS

The County and any City/Town or District in the Operational Area (OA) may apply upon the approval of the Approval Authority members.

GRANT CHANGES AND NEW REQUIREMENTS

The following key changes have been made to the FY23 HSGP:

- **BABAA Requirements:** Jurisdictions must comply with the Build America, Buy America Act (BABAA) when applicable. The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

- **Investment Justifications:** Investment Justifications have changed to align with the National Priority investments.
- **Modifications on National Priority Projects:** While the FY23 HSGP still requires that a minimum of 30% of awarded funds must be allocated towards National Priority Investment Justifications for the County, the individual percentages have changed and a new National Priority project category has been added. Refer to “Grant Purpose” section above for changes.
Reminder: Projects that have been identified as National Priority projects cannot be modified without FEMA approval. Therefore, scope of work modifications that change the investment justification category for National Priority projects are not permitted.

GRANT PROJECT CRITERIA

All projects are required to align with at least one of the six solution areas, five mission areas and the 32 core capabilities of the grant, as follows:

GRANT SOLUTION AREA:

1. Equipment
2. Training
3. Planning
4. Exercise
5. Organization
6. Management & Administration (OES only)

GRANT MISSION AREAS:

1. Prevention
2. Protection
3. Mitigation
4. Response
5. Recovery

CALIFORNIA HOMELAND SECURITY STRATEGY GOALS:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards
3. Strengthen Security and Preparedness Across Cybersecurity
4. Strengthen Communications Capabilities Through Planning, Governance, Technology, and Equipment
5. Enhance Community Preparedness
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities
7. Improve Medical and Health Capabilities
8. Enhance Incident Recovery Capabilities
9. Strengthen Food and Agriculture Preparedness
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs

INVESTMENT JUSTIFICATIONS

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, Including DHS **(National Priority)**
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority)**
3. Enhance Cybersecurity (including election security) **(National Priority)**
4. Enhancing Community Preparedness and Resilience **(National Priority)**
5. Combating Domestic Violent Extremism **(National Priority)**

6. Strengthen Communications Capabilities Through Planning, Governance, Technology, and Equipment
7. Enhance Medical and Public Health Preparedness
8. Strengthen Information Sharing and Collaboration
9. Enhance Community Capabilities through Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Planning, Response & Recovery Coordination
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture)
11. Enhance Election Security (**National Priority**)

GRANT APPLICATION

Once the application is received by San Bernardino County Office of Emergency Services and approved by Cal OES, **jurisdictions will be notified that their project(s) is/are approved in an "Authorization to Spend" letter.** ***Please note: approved allocation amounts may differ from the proposed allocations that have already been submitted.*** Please read the remainder of this document to ensure that you can comply with grant requirements prior to accepting the award.

SUBRECIPIENT GRANT PACKAGES

Subrecipient packages consist of the following: signed Subrecipient Agreement/Assurances, Cover Letter, Certification Letter, signed Application Workbook Certification, proof of SAM.gov registration, Subrecipient Grant Management Assessment Form, and Single Audit Report, if applicable. Subrecipient packages will be provided to jurisdictions that have approved projects prior to receiving the Authorization to Spend letter. Jurisdictions are NOT permitted to spend funds until the Authorization to Spend letter has been issued. If the project requires an EHP, Noncompetitive Justification, Performance Bond, or other type of approval indicated on the approved project worksheet, a request ***must*** be submitted to the Grants Unit prior to beginning the project. Once approval is obtained, projects can commence.

SUBRECIPIENT AGREEMENT

The subrecipient agreement/assurances must be signed by an authorized signer. Submit application packets to:

San Bernardino County
Office of Emergency Services
Attn: Tina Sutera
1743 Miro Way
Rialto, CA 92376-0425

A copy of the package can also be emailed to: tina.sutera@oes.sbcounty.gov.

COVER LETTER

The cover letters must be on the jurisdiction's letterhead. Please certify that the documentation is clear and correct. Include your contact information on the "Certification Box" of the cover letter.

CERTIFICATION LETTER

Complete the certification letter with the following information:

Box 1: Name of the entity receiving the grant award. Indicate law or fire jurisdiction.

Boxes 2-5: Use this table to include all federal grant funds the jurisdiction has/will receive for the fiscal year, including EMPG, SAFER, etc. Include a separate sheet if needed. (Consult with your budget or fiscal personnel for more information.)

Box 6: Entity Primary Location

Box 7: Include a UEI number. (DUNS number is no longer valid)

SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

The Subrecipient Grant Management Assessment form must be signed by an authorized signer and submitted with your subrecipient package.

SYSTEM FOR AWARD MANAGEMENT (SAM)

Subrecipients must have a valid UEI number and be currently registered with the System for Award Management (SAM) per the Federal Funding Accountability and Transparency Act (FFATA). Proof of registration can be fulfilled by providing a screen shot of the email confirmation or website registration confirmation.

UNIQUE ENTITY IDENTIFIER NUMBER (UEI)

In order to apply and receive federal financial assistance your agency must have a valid UEI number. To obtain a UEI number agencies must register at no cost directly to this web site: www.sam.gov. DUNS numbers are no longer accepted.

GRANT PERFORMANCE PERIOD

The FY23 HSGP has a 30-month performance period for subrecipients (September 1, 2023 to March 31, 2026).

PROPOSED PROJECTS NOT APPROVED

All proposed projects not approved by the Approval Authority members at the time of the initial application will be kept on file for consideration for future funding should any savings/unspent funds become available during the grant performance timeline. If and when the Approval Authority members select your project to be funded, you will be notified, and instructions will be provided as to what requirements must be met.

GRANT REQUIREMENTS

LAW ENFORCEMENT

This year the grant requires that a minimum of 35% of HSGP funds be dedicated to law enforcement terrorism prevention activities. This is an increase from past years.

PROJECT MILESTONE DEADLINES

In order to meet the State's timeline and to ensure continuity of HSGP grant funding for the County, San Bernardino County OES requires subrecipients to complete the three milestones below for the project(s) during the life of the grant cycle. Failure to meet these milestones may result in denial of future fund requests until the project is back on track. Please also see the grant deadlines document.

Milestone	Percentage Required	Completion Date
First Milestone	30%	December 31, 2024
Second Milestone	60%	July 31, 2025
Third Milestone	100%	March 31, 2026

STATUS REPORTS

Status reports must be sent by each jurisdiction to the Grants Administration Unit prior to the deadlines listed below. Information obtained will be reported by the Grants Unit to the Cal OES and FEMA.

<u>Reporting Period</u>	<u>Report Due Date</u>
7/1/2024-12/31/2024	1/03/2025
1/1/2025-6/30/2025	7/03/2025
7/1/2025-12/31/2025	1/05/2026

MODIFICATIONS

It is mandatory for all subrecipients to obtain preapproval from the Grants Administration Unit for any project modifications. The County (as the State's subgrantee of the HSGP grant) is required to obtain preapproval from Cal OES for all project modifications, activity, and/or scope of work changes as described in the Cal OES State Supplement to the Federal NOFO. HSGP funds may only be expended for the intended purpose(s) for which they were requested and approved. Therefore, grant funds cannot be expended for projects that are modified without prior approval. Additionally, modification requests require a written justification, which explains in detail why the project is being changed.

Please contact the Grants Administration Unit for the required modification form and narrative. Modified projects completed prior to Cal OES approval will be denied.

PROCUREMENT GUIDELINES

All jurisdictions must follow the procurement policy that encompasses all federal, state, and local procurement policies and procedures for the purchase of goods and services in accordance with applicable federal rules under the 2 C.F.R. Part 200.317-200.326. Jurisdictions must ensure that all procurement transactions are conducted in a manner providing full and open competition.

San Bernardino County Procurement Policy requires the following:

1. All procurement of \$1,000 or more requires a competitive process.
2. A Noncompetitive Procurement Justification for all sole source purchases of \$1,000 or more, with documented attempts for solicitation (Bid Summary Form), must be submitted to the Grants Unit and pre-approved prior to purchase.

Subrecipients who do not follow San Bernardino County's procurement policy must submit their jurisdiction's procurement policy to the Grant's Unit to ensure that all federal, state, and local purchasing requirements are followed.

WRITTEN QOTES/BIDS

San Bernardino County policy is that Subrecipients must document a minimum of three written price quotations/bids for purchases totaling \$1,000 or more. The award is made to the responsible firm whose proposal is most advantageous for the program with price and other factors to consider. Subrecipients should adhere to their own procurement policies if their policies are more restrictive than the County's policy.

NONCOMPETITIVE PROCUREMENT

Procurement by noncompetitive proposals (sole source) may be used only when the award of the contract is not feasible under small purchase procedures, sealed bids, or competitive proposals, and one of the following circumstances applies:

1. The item is available only from one source;
2. After solicitation of at least three resources, competition is determined to be inadequate.

In concurrence with 2 CFR part 200.317 - 200.326, Cal OES requires the Operational Areas and its subrecipients encompass all federal, state, and local procurement policies for noncompetitive procurement. Failure to obtain preapproval for noncompetitive procurement may result in the denial of the grant expenditure.

In addition, if the city/town/county's policy requires that noncompetitive procurement be approved by the City Council or Governing Board prior to procurement, then that procedure must be followed. The supporting documents must be provided with reimbursement claims.

COST BENEFIT ANALYSIS

Subrecipients will need to provide a cost benefit analysis with the Request for Noncompetitive Procurement Authorization Form. The analysis will provide Cal OES the justification/feasibility based on the comparison of the total expected costs of each bid/quote against the total expected benefits, to examine whether the benefits outweigh the costs. A Cost Benefit Analysis (CBA) must be submitted with the noncompetitive procurement requests.

INFORMAL QUOTE INVENTATION FOR BID (IFB) AND REQUEST FOR PROPOSAL (RFP)

Informal Quotes are for purchases of low value goods, supplies, equipment, and services. San Bernardino County's threshold for informal quotes is \$4,999, which may be solicited by less formal means such as email, fax, informal correspondence, or internet as well as electronic procurement systems. Should the subrecipient's local policy be more restrictive, then the subrecipient must follow their own policy for informal quotes.

An IFB is used to solicit prices for goods, supplies, and equipment where the exact need is known based on definitive specifications. The IFB provides a clear and accurate description of the material or products to be procured. The description must not contain unreasonable features that restrict the competition. Jurisdictions must ensure that all procurement transactions are conducted in a manner providing full and open competition. Some situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or affiliated companies;
- Organizational conflicts of interest;
- Specifying only "brand name" instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Jurisdictions may not use statutorily or administratively imposed local geographical preference in the evaluation of bids or proposals. (See 2 C.F.R. 200.37-200.326).

A jurisdiction that uses a consulting firm to write the specifications for a contract bid/proposal cannot award the contract to the same consulting firm due to a conflict of interest.

FORMAL ADVERTISING AND REQUEST FOR PROPOSALS (RFP)

Procurement by Sealed Bids/Invitation for Bids require the subrecipient to formally advertise in a widely circulated publication; bids are solicited from an adequate number of qualified sources; and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all material items and conditions of the bid and is the lowest price. See (2 C.F.R. 200.37-200.326 (d) (3) for additional guidance). Subrecipients must document a minimum of three responsible bids and proof of advertisement and solicitation efforts must be forwarded to the Grants Administration Unit with your reimbursement claim.

An RFP is used for the purchase of services where evaluation criteria may include qualification and experience, technical and functional specifications, cost, financial stability, and references. The RFP is sent to all registered vendors for the applicable product. The award is made to the vendor whose proposal is most advantageous.

Note: All training consultant/contractor purchases must be solicited through a competitive procurement process.

In compliance with the Byrd Anti-Lobbying Act 31 U.S.C. § 1352 (as amended), contractors who bid on federal awards of \$100,000 or more must sign and submit Certification Regarding Lobbying. Disclosure of such certification must be included in formal bid advertising and RFP language as well as the signed contract. Certification must be forwarded to the awarding agency and kept on file.

Failure to adhere to the above procurement processes may result in a delay in processing your request and possible denial of your reimbursement.

SUPPLANTING

Federal funds may not supplant, replace, or offset local funds. HSGP funds cannot be used to supplement the amount of funds that, in the absence of federal funds, would be made available for purposes consistent with the Homeland Security Grant Program. Per grant guidance, subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

EQUIPMENT

Funds for equipment must be used to enhance the capabilities of state and local emergency response agencies and all equipment must be identified by an Authorized Equipment List (AEL) number. The HSGP grant has 21 authorized equipment categories under the AEL and, as in previous years, the AEL is presented as follows:

1. Personal Protective Equipment
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Operational and Search and Rescue Equipment
4. Information Technology
5. Cyber Security Enhancement Equipment
6. Interoperable Communications Equipment
7. Detection
8. Decontamination
9. Medical
10. Power
11. CBRNE Reference Materials
12. CBRNE Incident Response Vehicles
13. Terrorism Incident Prevention Equipment
14. Physical Security Enhancement Equipment
15. Inspection and Screening Systems
16. Animals and Plants
17. CBRNE Prevention and Response Watercraft
18. CBRNE Aviation Equipment
19. CBRNE Logistical Support Equipment
20. Intervention Equipment
21. Other Authorized Equipment

NOTE: USE TAXES

The Grants Administration Unit will not reimburse use taxes without proper proof of payment.

AUTHORIZED EQUIPMENT LIST (AEL)

To obtain the appropriate AEL authorized number, please check on the following web site:

<https://www.fema.gov/authorized-equipment-list>.

COMMUNICATION EQUIPMENT

Subrecipients using FY23 HSGP funds to support emergency communications activities must comply with the FY2023 SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

PHARMACEUTICAL SUPPLIES

Special rules apply to pharmaceutical purchases and medical counter measures. Prior to procuring pharmaceuticals, subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. This will also include antibiotics and antidotes for nerve agents, cyanide, and other toxins. Purchase of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year period of performance for HSGP. The plan must be submitted to the Grants Unit and preapproved by FEMA prior to incurring any costs. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

EHP's

Any equipment that requires installation is subject to the Environmental Planning and Historic Preservation (EHP) requirements. Outdoor training/exercise activities are also subject to the EHP requirements. Subrecipients must complete and submit the required EHP Screening Form to the Grants Administration Unit for approval of Cal OES and FEMA. **It is mandatory that all EHP forms be approved by FEMA prior to incurring any project costs.** Refer to the Federal Notice of Funding Opportunity, State Guidance and FEMA Preparedness Grants Manual for information regarding the EHP Screening Form and other required documents.

PLANNING/ORGANIZATION PROJECTS

In accordance with 2 C.F.R. § 200.430, Planning/Organization personnel must track actual hours worked on planning and organization projects. Required supporting documentation consists of the following:

1. Functional timesheets or signed payroll activity reports showing how many hours of the week were dedicated to the planning project;
2. Proof of Payment (Copy of paycheck is preferred. Payroll registers are accepted with definition of codes. All private information should be blocked out);
3. TLR's (*Time, Labor Reports-showing Total Actual Hours worked for the pay period*).
4. Benefit cost analysis of actual benefit costs for the reporting period, if applicable. Weighted or estimated benefit costs are not allowable and will not be reimbursed.
5. Proof of hourly rate that is being calculated as project costs.

The grant will reimburse salary and benefit costs for ACTUAL hours worked on planning or organization projects. Benefits should be calculated with actual benefits for the reporting period.

Benefits must be calculated for each reporting (pay) period, as benefit costs may fluctuate.

For more information regarding allowable benefit costs, Refer to 2 C.F.R § 200.431 Compensation-fringe benefits.

PLANNING DELIVERABLES OR FINAL PRODUCTS

Planning deliverables may include, but are not limited to:

1. Procedure Manuals
2. Policy Procedures
3. Standard Operating Procedures (SOP's)
4. Reports
5. Templates
6. Plans
7. Guideline Manuals
8. Directive Manuals
9. Operating Manuals
10. Official Procedures
11. Newsletters
12. Training Manuals (Participants and Instructor)

Planning reports must be considerable and substantial in their contents and must be associated to the planning deliverables listed on the proposed projects. The amount of grant funds received for the planning project must justify the outcome of the delivery report.

CONTRACTOR/CONSULTANT

Contractors and Consultant services are allowable under the HSGP. Contract and procurement awards must be made to the responsible contractor or vendor whose bid or offer is most advantageous to the project. The methods of contracting are as follows:

- a) Formal Advertising
- b) Invitation for Bid (IFB)
- c) Request for Proposal (RFP)

Consideration should be given to such matters as contractor integrity, record of past performance, financial and technical resources, and/or accessibility to necessary resources. A bidder is considered responsible when it has been established that the contractor meets the necessary requirements for the project and is otherwise qualified and eligible.

NOTE: Subrecipients must verify PRIOR to entering into the contract that the independent contractor or consultant services has not been suspended or debarred from participation in receiving federal awards. A dated screen printout must be obtained from the web site www.sam.gov as proof for reimbursement requests.

All contract agreements must be prepared in accordance with existing State contract provisions and policies and clearly define the responsibilities of all parties, as per **2 C.F.R. 200.317 - 200.326 and Appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**. In compliance with the Byrd Anti-Lobbying Act 31 U.S.C. § 1352 (as amended), contracts of \$100,000 or more require the contractor to submit a Certification Regarding Lobbying. Disclosure of such certification must be included in formal bid advertising and RFP language, as well as the signed contract agreement. Certification must be forwarded to the awarding agency and kept on file.

SAM SUSPENSION AND DEBARMENT

Subrecipients are required to obtain verification that all selected contractors or vendors are not debarred or suspended at the time of the award. The subrecipient must search the www.sam.gov website to verify that the vendor and/or contractor is not debarred or suspended from programs or activities involving federal financial and non-financial assistance. Vendor registration in SAM.gov is not required. However, vendor must not be debarred, suspended, or excluded from receiving federal funds, which will be verified in the search. Subrecipients receiving federal funds must certify that they will adhere to Federal Executive order 12549, Debarment and Suspension. Subrecipients will not make any awards or enter into any contract with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in federal programs and activities.

The SAM.gov screenshot must be printed prior to hiring the vendor/contractor and must be submitted to Grants Administration Unit with the request for reimbursement. Failure to provide this information may result in a delay in processing your request and possible denial of your claim.

VEHICLE PURCHASES

As a result of numerous inquiries regarding the use of vehicles purchased with Homeland Security Grant Program funds, the following guidance is being provided regarding authorized use of these vehicles:

- 1) A performance bond must be obtained for all vehicle, watercraft, and aircraft purchases.

- 2) For the purposes of the HSGP the vehicle identification is: *A means of transportation to be used for CBRNE response equipment and personnel to the incident site.* A list of authorized HSGP vehicles can be found through FEMA's Authorized Equipment List.
- 3) Vehicle licensing, registration and general maintenance fees are the responsibility of the subrecipient and are NOT allowable with grant funds.
- 4) All vehicles purchased with HSGP funds must be tagged and be part of the subrecipient inventory control.

When subrecipients submit a proposal to purchase a vehicle, your agency must submit a justification and identify which of the subcategories under CBRNE Response Vehicle the purchase relates to. Also, your agency must be able to demonstrate how the purchase of the CBRNE Response Vehicle complies with the HSGP strategy. Vehicles must be assigned to the Duty Officer or first responder who will respond to a given incident when required to provide response to any emergency event.

PERFORMANCE BOND

Subrecipients are required to obtain a performance bond for any equipment item over \$250,000, **or any vehicle, aviation, or watercraft (regardless of the cost) financed with Homeland Security Grant dollars.** A copy of the performance bond must be submitted to the Grants Administration Unit with your reimbursement claim. Failure to obtain the required performance bond will result in the disallowance of your HSGP project. Subrecipients may request a performance bond waiver which will be reviewed by Cal OES on a case-by-case basis.

UNALLOWABLE COSTS

Equipment purchased with HSGP funds cannot be charged to other federal grants to overcome fund deficiencies. Subrecipients will ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Refer to Federal NOFO and State Supplemental for unallowable costs.

ADDITIONAL FORMS

All other forms must be preapproved by Cal OES prior to incurring any costs.

- EHP Form
- Request for Noncompetitive Procurement Form (Sole Source Vendor)
- Aviation Request Form
- Watercraft Request Form
- Controlled Equipment Request Form

REIMBURSEMENT CLAIMS

Reimbursement shall be based upon authorized and allowable expenditures consistent with the approved project. All expenditures must be supported with the following source documentation:

- Signed Reimbursement form
- Copy of legible invoices
- Three written quotes or Noncompetitive Procurement Authorization Form
- Screenshot of the SAM.gov vendor search results
- Proof of payment. Copy of front and back of the cancelled checks or credit card statement with proof of payment to the credit card company
- Copy of City Council Minutes (if applicable)
- At least one clear picture of each grant purchased equipment (serial number or other ID displayed).

Note: For each solution area reimbursement claim, ***please see HSGP Grants-Reimbursement Request –Check List.***

PROOF OF PAYMENTS

ALL Subrecipients are required to submit copies of the front and the back of cancelled checks, as proof of payment for HSGP grant related expenditures. Subrecipients that paid their vendors through an electronic fund transfer (EFT) must submit copy of the EFT transfer as proof of payment. The EFT transfer must include the name of the vendor/recipient of the transfer, the amount transferred, date of transfer and name of the jurisdiction doing the transfer. Credit card purchases must be accompanied with the receipt, the credit card statement and proof of payment to the credit card company for the corresponding statement.

GRANT MONITORING

JURISDICTIONAL GRANT MONITORING

As per new regulations under 2 CFR part 200.330 - 200.332, the Grants Administration Unit will be enforcing monitoring of subrecipient's project activity. Grant activities (both desk review and on-site) are reviewed during monitoring visits. These reviews may include, but are not limited to:

- Eligibility of Expenditures
- Project Activities
- Reimbursement Requests
- Modification Requests
- Grant Status/Performance Reports
- Equipment
- Equipment Inventory Control Reports
- A review of the Corrective Action Plan (CAP) of the subrecipient's Single Audit Report (if there is a finding on the report).

The Grants Administration Unit will schedule site visits with subrecipients.

INVENTORY CONTROL

Subrecipients must comply with all requirements set forth in 2 C.F.R. Part 200.313 for the active tracking and monitoring of property/equipment purchased with HSGP funds. Subrecipients must account for and reconcile inventory with the SB County OES Grants Administration Unit's property records **prior** to deployment and at each scheduled inventory inspection. Subrecipients will develop and maintain a control tracking system to ensure adequate safeguards to prevent loss, damage, or theft of grant funded equipment. When equipment purchased with grant funds is no longer needed or will be retired, subrecipients will request disposition instructions from SB County OES Grants Administration Unit. If items are damaged, lost, stolen, or retired, subrecipients will provide an explanation on the Equipment Disposition Request/Report form of how the damage happened and the subrecipient's plan in preventing damage from occurring in the future.

GRANT PROJECT CLOSEOUT

All projects must be completed by the end of the performance milestone. Supporting documentation must be kept and equipment must be tracked by the subrecipients until notified otherwise by the Grants Administrative Unit.

RECORDS RETENTION

Subrecipients are required to maintain accurate, complete, orderly, and separate records for each grant year. All supporting documentation pertaining to the administrative, programmatic, and financial management of the grant award must be retained by the subrecipient for at least three years following Cal OES's closeout of the Federal/State grant period including the resolution of any monitoring/audit findings. The Grants Administration Unit will notify all jurisdictions when to dispose of the supporting documentation for prior grant years, after Cal OES has provided authorization to dispose. If any jurisdiction is under audit review and there

are any negative audit findings under the Homeland Security Program Grant funding, they must notify SB County OES – Grants Unit as soon as possible.

COUNTY OF SAN BERNARDINO HSGP PROGRAM CONTACTS:

Crisanta Gonzalez, Director
E-mail: Crisanta.gonzalez@oes.sbcounty.gov
Phone: (909) 356-3998

Cody Leslie, Administrative Supervisor I
Grants Administration Unit
E-mail: cody.lesley@oes.sbcounty.gov
Phone: (909) 356-3950

Tina Sutura, Staff Analyst II
Grants Administration Unit
Email: tina.sutura@oes.sbcounty.gov
Phone: (909) 356-2565

~ PROCEED TO CERTIFICATION AND ACKNOWLEDGEMENT ON NEXT PAGE ~

SAN BERNARDINO COUNTY OPERATIONAL AREA FY2023 HOMELAND SECURITY GRANT PROGRAM

APPLICATION WORKBOOK CERTIFICATION

I, Damian Parsons as the Authorized Agent
for Consolidated Fire Agencies (CONFIRE JPA) JURISDICTION,
certify that our jurisdiction has read and acknowledges the Homeland Security Grant Program (HSGP)
guidelines specified in the document hereof.

Authorized Agent Signature Date

Damian Parsons

Print Name

Project Manager Signature Date

Mike Bell

Print Name

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient: Consolidated Fire Agencies (CONFIRE JPA)	UEI # PJ3NSDAR3P41	FIPS # 071-00000
Grant Disaster/Program Title: FY 2023 Homeland Security Grant Program		
Performance Period: 09-01-23	to 05-31-26	Subaward Amount Requested: \$86,912
Type of Non-Federal Entity (Check Applicable Box)	<input type="checkbox"/> State Govt <input type="checkbox"/> Local Govt <input checked="" type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	2400000
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	No
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	No

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	Date:
Print Name and Title: Damian Parsons (Finance/Administration Director)	Phone Number: 909-365-2502
<i>Cal OES Staff Only: SUBAWARD #</i>	



Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: Consolidated Fire Agencies (CONFIRE JPA)

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Damian Parsons

Title: Finance/Administration Director Date: _____



Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure

Public Law (PL) 109-282 Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in the Federal Emergency Management Agency, Grant Programs Directorate Information Bulletin No. 350.

As defined by the Office of Management Budget, the following are subject to FFATA reporting requirements:

1. All new federal awards of \$30,000 or more, as of August 13, 2020.
NOTE: Cal OES reports on this requirement in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).

2. The Total Compensation and Names of the top five executive, if the Subrecipient in the preceding year received:
 - a. 80 percent or more of its annual gross revenues in Federal Awards; **and**
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
 - c. The public does not have access to information about the compensation of the senior executives of the entity.

Subrecipients are required to provide the Executive compensation information in the below chart, if applicable.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

Not subject to the Executive Compensation requirement of the FFATA Financial Disclosure.



Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: CONFIRE JPA

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Damian Parsons

Title: Finance/Administration Director Date: _____

Showing 1 - 1 of 1 results

Date Modified/Updated

NFIRE JPA ● Active Registration

Entity

Unique Entity ID
NSDAR3P41

CAGE Code
8CL17

Physical Address
1743 MIRO WAY, RIALTO, CA
92376 USA

Expiration Date
Mar 6, 2025

Purpose of Registration
All Awards

Consolidated Fire Agencies (CONFIRE)

Single Audit Report on Federal Awards

Year Ended June 30, 2022



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

**Consolidated Fire Agencies (CONFIRE)
Single Audit Report on Federal Awards
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**REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS**

Independent Auditor's Report

PARTNERS

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

MANAGERS / STAFF

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

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for CPA Firms*

*Governmental Audit
Quality Center*

California Society of
Certified Public Accountants

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the General Fund of Consolidated Fire Agencies (the Agency), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated November 9, 2022.

Report on Internal Control over Financial Reporting

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

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



Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

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

Purpose of this Report

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

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
November 9, 2022



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REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS IN ACCORDANCE WITH THE UNIFORM GUIDANCE

PARTNERS

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

Independent Auditor's Report

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

MANAGERS / STAFF

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Consolidated Fire Agencies' (the Agency) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on each of the Agency's major federal programs for the year ended June 30, 2022. The Agency's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Agency complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

MEMBERS

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Certified Public Accountants

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.



We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Agency's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Agency's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Agency's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Agency's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Agency's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Agency's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities and the General Fund of Consolidated Fire Agencies (the Agency) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements. We issued our report thereon dated November 9, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. We have not performed any procedures with respect to the audited financial statements subsequent to November 9, 2022.

The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California

March 6, 2023 (except for our report on the Schedule of Expenditures of Federal Awards, for which the date is November 9, 2022)

Consolidated Fire Agencies (CONFIRE)
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2022

Federal Grantor / Pass-through Grantor / Program or Cluster Title	Assistance Listing Number	Program Identification Number	Federal Expenditures	Amount Passed- through to Subrecipients
<u>U.S. Department of Homeland Security</u>				
Passed through the City of Riverside:				
Urban Area Security Initiative (2019)	97.067	2019-0035	\$ 470,400	\$ -
Total U.S. Department of Homeland Security			470,400	-
<u>U.S. Department of the Treasury</u>				
Passed through the San Bernardino County Fire Protection District:				
Coronavirus Relief Fund	21.019	20-597	560,222	-
Coronavirus State and Local Fiscal Recovery Funds	21.027	22-106	121,662	-
Total U.S. Department of the Treasury			681,884	-
Total Expenditures of Federal Awards			\$ 1,152,284	\$ -

See accompanying notes to the schedule of expenditures of federal awards.

Consolidated Fire Agencies (CONFIRE)
Notes to the Schedule of Expenditures of Federal Awards
Year Ended June 30, 2022

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (SEFA) includes the federal awards activity of the Consolidated Fire Agencies (the Agency) under federal programs of federal government for the year ended June 30, 2022. The information in this SEFA is presented in accordance with Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the SEFA presents only a selected portion of the operations of the Agency, it is not intended to and does not present the financial position, changes in net position or fund balance, or cash flows of the Agency. For the purposes of this schedule, federal financial assistance includes both federal financial assistances received directly from a federal agency, as well as federal funds received indirectly by the Agency from a nonfederal agency or other organization. Only that portion of program expenditures reimbursable with such federal funds are reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

2. Summary of Significant Accounting Policies

Expenditures reported on the SEFA are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the SEFA, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

3. De Minimis Indirect Cost Rate

The Agency did not elect to use the 10-percent indirect cost rate allowed under the Uniform Guidance.

**Consolidated Fire Agencies (CONFIRE)
Schedule of Findings and Questioned Costs
Year Ended June 30, 2022**

SECTION I: SUMMARY OF AUDIT RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

Material weakness identified?	_____	Yes	<u> X </u>	No
Significant deficiencies identified?	_____	Yes	<u> X </u>	None Reported
Noncompliance material to financial statements noted?	_____	Yes	<u> X </u>	No

Federal Awards

Internal control over major programs:

Material weakness identified?	_____	Yes	<u> X </u>	No
Significant deficiencies identified?	_____	Yes	<u> X </u>	None Reported

Type of auditor's report issued on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?	_____	Yes	<u> X </u>	No
--	-------	-----	------------------	----

Identification of major federal programs:

<u>Assistance Listing Number</u>	<u>Name of Federal Programs or Cluster</u>
97.067	Urban Area Security Initiative

Dollar threshold used to distinguish between type A and type B programs:	<u>\$750,000</u>
--	------------------

Auditee qualified as low-risk auditee?	_____	Yes	<u> X </u>	No
--	-------	-----	------------------	----

**Consolidated Fire Agencies (CONFIRE)
Schedule of Findings and Questioned Costs
Year Ended June 30, 2022**

Section II: Financial Statement Findings

No findings to be reported.

Section III: Federal Awards Findings and Questioned Costs

No findings to be reported.

**Consolidated Fire Agencies (CONFIRE)
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2022**

No prior year findings to be reported.

**CONFIRE****STAFF REPORT****DATE: November 26, 2024****FROM: Nathan Cooke, Interim Director****BY: Damian Parsons, Finance/Administration Director****TO: Administrative Committee**

**SUBJECT: Contracts for Nurse Positions to Support Emergency
Communications Nurse System Program**

Recommendation

Authorize the Interim Director to execute and enter into contracts for three nurse positions to support the Emergency Communications Nurse System (ECNS) program for six months from December 1, 2024, to June 30, 2025, with an option to extend for an additional six-month period.

Background Information

CONFIRE utilizes employment contracts in various capacities to augment staffing as needed. The ECNS program currently has a vacant nurse position and staff anticipate additional vacancies in nursing positions in the near future. Additionally, CONFIRE was recently notified by the Regional Medical Services Authority (REMSA) in Washoe County, Nevada that they would no longer provide ECNS augmentation services to CONFIRE effective December 1, 2024, as they are eliminating their ECNS program. As the result of anticipated vacancies and the termination of services from REMSA, CONFIRE has the need to contract with nurses to support the ECNS program. Staff is requesting authorization for the Interim Director to enter into contracts with three nurses with the intent of recruiting former REMSA nurses as they are trained and certified to provide services in California and they are familiar with CONFIRE's ECNS protocols which will minimize training time and costs.

The contract term is for six months with an option to extend for an additional six-month period. Either party may terminate this contract at any time without cause with a fourteen (14) day prior written notice to the other party. The contract template was approved for legal form by legal counsel.

Staff recommends approval of the three contracts to provide necessary support to the ECNS program as recruitments are conducted to fill vacancies for permanent positions.

Fiscal Impact

The total estimated six-month contract costs for these positions is \$168,547. Contract costs will be funded by existing unexpended American Rescue Plan Act funds. Staff is currently working on obtaining additional funding for ECNS from San Bernardino County and health plan providers.

Contract Number

SAP Number

N/A

Consolidated Fire Agencies Joint Powers Authority

Department Contract Representative	<u>Damian Parsons</u>
Telephone Number	<u>909-356-2502</u>
Contractor	<u>Leslie Parham</u>
Contractor Representative	<u>909-356-2302</u>
Telephone Number	<u>December 1, 2024 – June 30, 2025</u>
Contract Term	<u>TBD</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>TBD</u>
Total Contract Amount	<u>8837005010</u>
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

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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II. CONFLICT OF INTEREST	3
III. TERM	3
IV. COMPENSATION OF CONTRACTOR	4
V. GENERAL PROVISIONS RELATING TO CONTRACTOR	6
VI. CONCLUSION	8

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as an Emergency Communications Nurse with CONFIRE JPA. CONTRACTOR shall work cooperatively with CONFIRE JPA staff under the direction of the Emergency Communications Nurse Manager for the Emergency Communications Nurse (ECN) Program.

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

- A. CONTRACTOR shall utilize a computerized clinical decision support system to perform pre-hospital secondary medical triage of lower acuity 9-1-1 calls and perform a nursing assessment; CONTRACTOR shall formulate patient treatment plans and assist patients in arranging appropriate care using evidence-based emergency protocols as approved by the agency's Medical Director.
- B. CONTRACTOR shall interact with callers to quickly and accurately interpret symptoms; CONTRACTOR shall redirect callers to an appropriate level of care or educate the patient on self-management.
- C. CONTRACTOR shall provide instruction to patients regarding health and treatment plans, appropriate care resources, and health prevention and follow-up.
- D. CONTRACTOR shall apply professional clinical judgement gained from acute care experience to provide compassionate and polite communication to lower acuity callers who fall outside of the 9-1-1 system.
- E. CONTRACTOR shall coordinate patient transportation with participating agencies and resources and/or assist in arranging appropriate medical care and appointments when needed.
- F. CONTRACTOR shall participate in mandatory training to support the quality improvement process as it pertains to the ECN Program.

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. TERM

This Contract shall be effective December 1, 2024, and shall continue in effect until June 30, 2025, subject to the termination provisions below. The Appointing Authority for CONFIRE JPA is authorized to issue a written notice to CONTRACTOR to extend the term of this Contract once for a maximum of a single six (6)-month period. 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 shall serve at the pleasure of the appointing authority or designee, who shall have the full authority and discretion to exercise CONFIRE JPA's rights under this contract.

IV. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, CONTRACTOR shall be considered a Contract employee in the Unclassified Service. CONTRACTOR shall receive only the benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County's (the County's) Non-Represented (NRP) Compensation Plan shall be adjusted in accordance with any future change to the County's NRP Compensation Plan. This Contract provides for the full compensation to CONTRACTOR for the services required hereunder. If CONTRACTOR is a current Contract employee, this Contract supersedes any prior Contract and continues CONTRACTOR'S employment.

A. DEPENDENT CARE ASSISTANCE PLAN

CONTRACTOR shall be eligible to enroll and participate in the Section 125 Dependent Care Assistance Program (DCAP) in order to make an election to pay for certain dependent care expenses pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan, except that CONTRACTOR shall not receive any CONFIRE JPA match contributions with respect to participation in the Plan.

B. DEFERRED COMPENSATION

CONTRACTOR shall participate in the San Bernardino County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan. CONTRACTOR shall contribute 7.5% of the CONTRACTOR's biweekly gross earnings. The CONTRACTOR's contributions to PST Deferred Compensation shall be automatically deducted from CONTRACTOR's earnings. Maximum total contributions shall be 7.5% of the CONTRACTOR's maximum covered wages for Social Security purposes.

C. FLEXIBLE SPENDING ACCOUNT

CONTRACTOR shall be eligible to enroll and participate in the Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) in order to make an election to pay for qualifying medical care expenses pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan, except that CONTRACTOR shall not receive any CONFIRE JPA match contributions with respect to participation in the Plan.

D. LEAVE PROVISIONS

CONTRACTOR shall receive the following allowances providing the CONTRACTOR is in paid status:

CONTRACTOR shall be eligible to receive and utilize the following leaves: Sick, Bereavement, Vacation, and Holiday Leaves, pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan. Further, such Vacation leave allowances shall be available for use on the first day following the pay period in which it is earned, provided the CONTRACTOR has completed 160 hours of continuous service from the CONTRACTOR's hire date.

Upon separation from CONFIRE JPA employment, CONTRACTOR shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Unused Sick Leave shall not be payable upon separation from the CONTRACTOR.

E. LEGALLY REQUIRED BENEFITS

CONTRACTOR shall receive all benefits as required by law when eligible (e.g., FMLA, Military Leave, Time Off for Voting, Medicare, PST Savings Plan, and Affordable Care Act). 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.

F. NIGHT SHIFT DIFFERENTIAL

1. Purpose – It is the purpose of this provision to compensate CONTRACTORS, who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.
2. Eligible Personnel – CONTRACTOR assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for night shift differential compensation. Further, CONTRACTORS who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty shall receive night shift differential compensation.
3. Special Provisions
 - i. Night shift differential compensation shall not be included in the base rate of pay when computing callback pay. CONTRACTORS who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.
 - ii. Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Contract.
4. Compensation
 - i. Employees whose assigned tour of duty, with or without intervening meal time, includes work hours between 5:00 p.m. and 7:00 a.m. shall receive shift differential of two dollars and twenty-five cents (\$2.25) for all hours worked between 5:00 p.m. and 7:00 a.m.
 - ii. (2) Compensation under this Article shall not apply to employees whose shift begins between 7:00 a.m. and 8:59 a.m.

G. OVERTIME

CONTRACTOR shall be compensated for time worked in excess of their regularly scheduled eighty (80) hours per pay period at premium rates, i.e., one and one-half (1 & ½) times the CONTRACTOR's base hourly rate pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan.

H. SALARY RATE

CONTRACTOR shall be compensated for services starting at a rate of \$55.99 per hour, Step 16 of salary range 45, not to exceed Step 16, the max step of salary range 45, pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan. CONTRACTOR shall be evaluated and may be eligible to receive subsequent merit step advancements of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours, not to exceed Step 16 of salary range 45, and upon approval of the appointing authority provided the CONTRACTOR receives a work performance evaluation with an overall rating of at least "Meets Job Standards" within six (6) pay periods of the CONTRACTOR's step advance eligibility date. Thereafter, CONTRACTOR shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

If the CONTRACTOR receives an overall rating of "Below Job Standards", the step will not be granted until the pay period in which the CONTRACTOR receives an overall evaluation of at least "Meets Job Standards."

CONTRACTOR does not gain probationary or regular status during the term of this CONTRACT. Payment for services shall be made bi-weekly during the term in accordance with the procedures established by the County Auditor/Controller/Recorder.

I. SALARY SAVINGS PLAN

CONTRACTOR shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the Plan Document, except that CONTRACTOR shall not receive CONFIRE JPA match contribution with respect to participation in the Plan.

J. BENEFITS UPON TERMINATION OF CONTRACT

CONTRACTOR Separated from CONFIRE JPA Service

Upon separation from CONFIRE JPA employment, CONTRACTOR shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Any and all unused Sick Leave shall be forfeited.

CONTRACTOR to Regular CONFIRE JPA 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 maintain original hire date, service hours, and time accruals unless otherwise stated or restricted in the applicable County MOU. 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 Memorandum of Understanding (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.

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 for the bargaining unit associated with the position into which the CONTRACTOR was hired. 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 CONFIRE Contract Position

In the event the CONTRACTOR accepts another Contract position with 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 with the applicable MOU for the bargaining unit associated with the position into which the CONTRACTOR was hired. Any leave balances not authorized to be carried over will be distributed as outlined in "CONTRACTOR Separated from CONFIRE JPA Service" above.

V. **GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. CLASSIFICATION

CONTRACTOR will not attain regular status in this position, and as an unclassified employee, will not be provided those rights under the Personnel Rules for Board-Governed Special Districts 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 or ordinance. CONTRACTOR shall adhere to CONFIRE JPA's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

B. DIRECT DEPOSIT

CONTRACTOR must make 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.

C. EVIDENCE OF ELIGIBILITY TO WORK

CONTRACTOR shall have submitted evidence of eligibility to work in the United States. CONTRACTOR shall have verification of identity prior to the effective date of this Contract. CONTRACTOR shall have successfully completed a pre-employment background check, including Department of Justice (DOJ) criminal background check via Live Scan fingerprinting, an employment and reference check via SmartHIRE, and a medical examination through the San Bernardino County's Center for Employee Health and Wellness (CEHW). This provision is satisfied if CONTRACTOR is a current employee who previously met the requirements of this provision.

D. HOURS OF WORK

CONTRACTOR shall be required to work during such hours as necessary to carry out the duties of their position, as designated by CONFIRE JPA, and such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured, pursuant to the terms and conditions as set forth in the County's NRP Compensation Plan.

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.

F. STANDARD TOUR OF DUTY

CONTRACTOR's standard tour of duty represents the time CONTRACTOR is regularly scheduled to work. CONTRACTOR shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported as time worked for the day in which the tour of duty began. The appointing authority shall establish the actual number of hours, which comprises the standard tour of duty for CONTRACTOR. The appointing authority may modify or change the number of hours in a standard day, tour of duty or shift for CONTRACTOR to meet the needs of the service. When appointing authorities find it necessary to make such modifications or changes, they shall notify CONTRACTOR in writing indicating the proposed change prior to its implementation advising them to contact the appointing authority if they have any questions. Any such modifications or changes may not be implemented until CONTRACTOR has received a minimum notice of fourteen (14) calendar days, unless the CONTRACTOR specifically consents to a lesser time period, or in the event of an emergency.

G. WORKERS' COMPENSATION AND LIABILITY COVERAGES

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

VI. 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.

CONFIRE JPA

►

Nathan Cooke, CONFIRE Interim Director

Dated: _____

CONFIRE JPA

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title Emergency Communications Nurse (FULL-TIME)

(Print or Type)

Dated: _____

Address: _____
