



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JULY 22, 2025 – 1:00 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, July 22, 2025, in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

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

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

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

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

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

DIRECTOR REPORT

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

COMMITTEE REPORT

- a. Ops Chief Committee Report - Chief Ault

NEW BUSINESS

- [10.](#) Emergency Technology Consulting (ETC) Budge Currier - **PRESENTATION**
- [11.](#) VCC Lease Agreement - Amended- Damian Parsons - **ACTION ITEM**

12. Administrative Policy 3.001 Revision - Nathan Cooke - **ACTION ITEM**

ROUND TABLE

CLOSED SESSION

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

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: August 26, 2025, at 1:00 p.m.

POSTING:

This is to certify that on July 17, 2025, I posted a copy of the agenda:

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

/s/ Liz Berry

Liz Berry
Clerk of the Board



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JUNE 24, 2025 – 1:00 PM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Buddy Peratt, Apple Valley Fire Protection District
Chief Dave Williams, Chino Valley Fire District - *Absent*
Chief Ray Bruno, Colton Fire Department
Chief Dan Harker/Chair, Loma Linda Fire Department
Chief Mike McCliman, Rancho Cucamonga Fire Department
Chief Rich Sessler/Vice-Chair, Redlands Fire Department
Chief Brian Park, Rialto Fire Department
Chief 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)

No statements were made.

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

No conflicts were announced.

CONSENT ITEMS

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

1. Approve the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee minutes of May 27, 2025
2. CONFIRE Operations Statement as of May 31, 2025
3. Fund Balance Report as of May 31, 2025
4. YTD Call Summary
5. YTD Answer Time
6. Billable Incidents
7. CONFIRE Call Processing Time Analysis – May 2025
8. CONFIRE ECNS Report – May 2025
9. Data Consulting Agreement Renewal – Mat Fratus Consulting
10. Agency Contract Renewals

Motion to accept all items on Consent.

Motion by: Chief Brian Park

Second by: Chief Mike McCliman

Yes – 8

No - 0

Abstain – 0

Absent – 1, Chief Dave Williams

DIRECTOR REPORT

- *Talks continue with Ontario Fire about bringing over their ECNS eligible calls.*
 - *North County Fire in San Diego County has expressed interest in CONFIRE processing their ECNS calls. CONFIRE will be doing a presentation for them soon.*
 - *Meeting with Supervisor Joe Baca Jr. on 6/25 to discuss funding of the ECNS program.*
 - *An official offer has been drafted for Barstow Fire.*
- a. **Communication Division Update – Alisha Johnson**
- *Introduced Angela Haddad – New Communications Manager and Mallory Osekowsky – New ECNS Nurse Manager.*
 - *The Communication Division is busy with hiring and training of call takers and dispatchers.*
 - *First ever leadership training being offered.*
 - *The new Valley Communication building construction is progressing on schedule.*
- b. **Finance/Admin. Division Update – Damian Parsons**
- *Interviews have been scheduled for the MIS Director and Payroll Specialist positions.*
 - *Several new positions are being created that were recently approved by the Board of Directors.*

- *Audit for 24/25 has begun.*
- c. MIS Division Update – Blessing Ugbo
 - *No report*
- d. EMS Division Update – Chief Joe Barna
 - *No report*

SUBSIDIARY COMMITTEE REPORT

- a. EMS Sub-Committee Update – Chief Barna
 - *Whole Blood discussion continues with individual agencies pursuing their individual agreements.*

OLD BUSINESS

- 11. Future of Executive Director Position – Nathan Cooke/Chief Williams – **ACTION ITEM**
Topic carried over from Mays meeting.

Most likely the agreement for Interim Director Nathan Cooke will not be renewed.

Discussion needs to take place to ensure a smooth transition at the end of his commitment.

**No action taken*

ROUND TABLE

Chief McCliman announced the retirement of Rancho Cucamonga's City Manager John Gillison.

CLOSED SESSION

**The Administrative Committee entered Closed Session at 1:25 p.m.*

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

**The Administrative Committee came out of Closed Session at 1:43 p.m.*

No reportable outcome from Closed Session.

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting


The meeting adjourned at 1:44 p.m.

Upcoming Meetings:

Next Regular Meeting: July 22, 2025 @ 1:00 p.m.

/s/ Liz Berry

Liz Berry
Clerk of the Board



Call Summary

CONFIRE/Comm Center

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

Year: 2025


From: 1/1/2025

To: 6/30/2025

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-25	22264	78	22342	0.35%	12590	412	13002	15762	4942	149	20853	56197	128.9
Feb-25	14711	61	14772	0.41%	9400	269	9669	11718	3810	89	15617	40058	124.2
Mar-25	16161	262	16423	1.60%	14489	3176	17665	14220	4188	89	18497	52585	126.9
Apr-25	12272	2711	14983	18.09%	15995	337	16332	14700	4205	146	19051	50366	116.6
May-25	12442	193	12635	1.53%	19436	428	19864	16886	3933	57	20876	53375	121.3
Jun-25	14405	126	14531	0.87%	16844	433	17277	15653	3545	57	19255	51063	122.5
2025 Totals	94704	3433	98137	3.50%	90187	5108	95295	90767	25226	604	116597	310029	123.5
2024 Totals	108320	260	108580	0.24%	70234	2548	72782	90656	33457	748	124861	306223	122.8



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2025- 6/30/2025

Agency

Fire

Affiliation

From: 1/1/2025

To: 6/30/2025

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

CONFIRE

Call Hour	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2025 Total	20,144	810	435	695	164	84	10	22,342
% answer time ≤ 10 seconds	90.16%	3.63%	1.95%	3.11%	0.73%	0.38%	0.04%	100.00%
% answer time ≤ 15 seconds	93.79%							
% answer time ≤ 40 seconds	98.85%							
February 2025 Total	16,326	384	167	262	65	18	1	17,223
% answer time ≤ 10 seconds	94.79%	2.23%	0.97%	1.52%	0.38%	0.10%	0.01%	100.00%
% answer time ≤ 15 seconds	97.02%							
% answer time ≤ 40 seconds	99.51%							
March 2025 Total	15,783	314	118	168	33	7	0	16,423
% answer time ≤ 10 seconds	96.10%	1.91%	0.72%	1.02%	0.20%	0.04%	0.00%	100.00%
% answer time ≤ 15 seconds	98.01%							
% answer time ≤ 40 seconds	99.76%							
April 2025 Total	14,570	195	88	112	15	3	0	14,983
% answer time ≤ 10 seconds	97.24%	1.30%	0.59%	0.75%	0.10%	0.02%	0.00%	100.00%
% answer time ≤ 15 seconds	98.55%							
% answer time ≤ 40 seconds	99.88%							
May 2025 Total	12,253	161	97	96	20	8	0	12,635
% answer time ≤ 10 seconds	96.98%	1.27%	0.77%	0.76%	0.16%	0.06%	0.00%	100.00%
% answer time ≤ 15 seconds	98.25%							
% answer time ≤ 40 seconds	99.78%							
June 2025 Total	14,050	213	104	130	25	9	0	14,531
% answer time ≤ 10 seconds	96.69%	1.47%	0.72%	0.89%	0.17%	0.06%	0.00%	100.00%
% answer time ≤ 15 seconds	98.16%							
% answer time ≤ 40 seconds	99.77%							
Year to Date 2025 Total	93,126	2,077	1,009	1,463	322	129	11	98,137
% answer time ≤ 10 seconds	94.89%	2.12%	1.03%	1.49%	0.33%	0.13%	0.01%	100.00%
% answer time ≤ 15 seconds	97.01%							
% answer time ≤ 40 seconds	99.53%							
Year to Date 2024 Total	100,335	3,044	1,571	2,539	735	337	19	108,580
% answer time ≤ 10 seconds	92.41%	2.80%	1.45%	2.34%	0.68%	0.31%	0.02%	100.00%
% answer time ≤ 15 seconds	95.21%							
% answer time ≤ 40 seconds	99.00%							

CONFIRE Billable Incidents

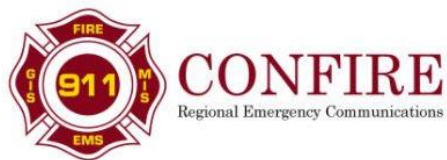
Period: 01/01/2025 thru 06/30/2025

Jurisdiction	# of Incidents	% of Total
San Bernardino County	67,399	53.32%
VictorvilleFD	12,379	9.79%
RanchoCucamonga	9,730	7.70%
ChinoValleyFD	6,826	5.40%
AppleValley	6,463	5.11%
Rialto	5,813	4.60%
Redlands	5,578	4.41%
Colton	3,832	3.03%
MontclairFD	2,559	2.02%
Loma Linda	2,370	1.88%
Big Bear Fire	1,726	1.37%
San Manuel FD	1,203	0.95%
Running Springs	299	0.24%
Baker Ambulance	219	0.17%
Confire EMS	3	0.00%
Total	126,399	100%

BDC Division	# of Incidents	% of Total
East Valley	23,380	34.69%
Fontana	10,819	16.05%
Valley	9,160	13.59%
Hesperia	6,591	9.78%
South Desert	6,105	9.06%
North Desert	6,099	9.05%
Adelanto	2,823	4.19%
Mountain	2,422	3.59%
Total	67,399	100%

CONFIRE 911 Call Processing Time Analysis

June 2025



June 2025

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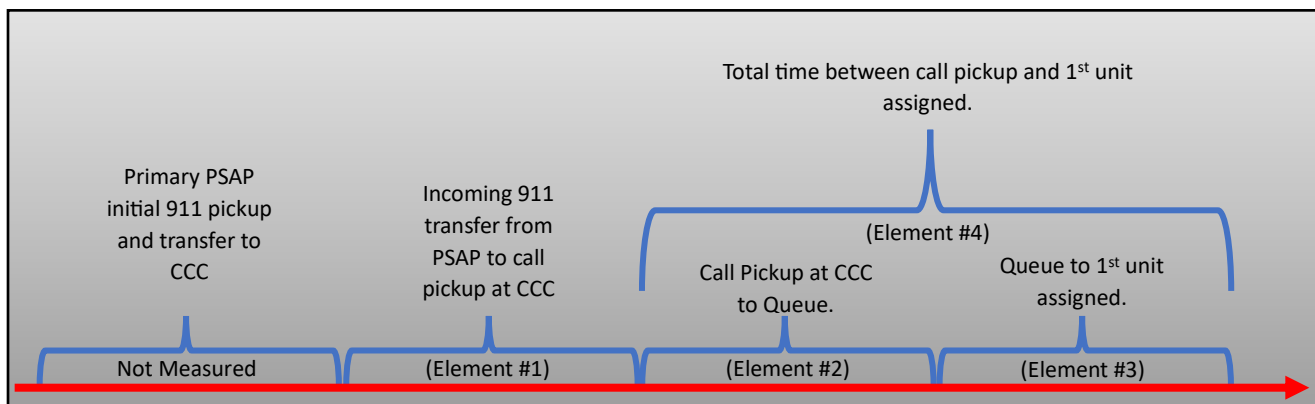
CONFIRE Emergency Call Processing Times.

June 2025

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

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

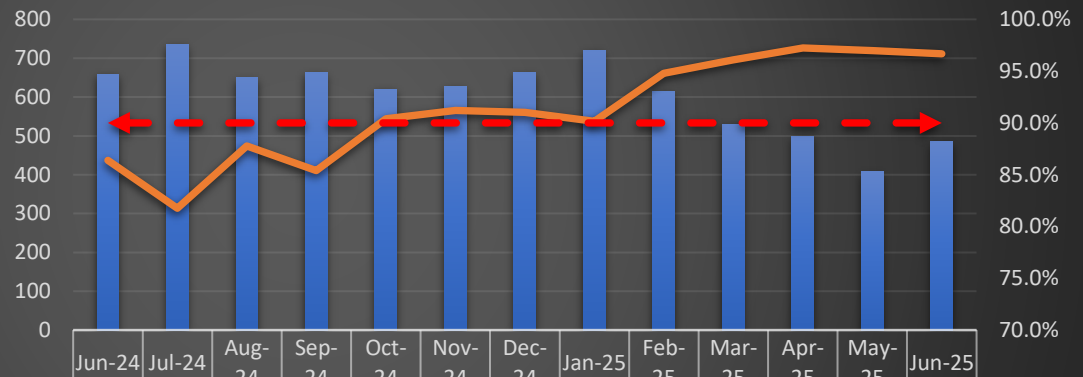


Call Answering Time from Primary PSAP

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

CONFIRE Incoming 911 Call Volume and Pickup Times June 2024 to June 2025 (10 sec. or less answer time)



■ Average Calls per 24-hr Period	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
— % of Calls Picked up in Target Time (10 sec. or less)	86.4%	81.8%	87.8%	85.4%	90.4%	91.2%	91.0%	90.2%	94.8%	96.1%	97.2%	97.0%	96.7%
↔ 90% Target													

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

Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE's CAD server. The following table illustrates multiple elements of the call processing continuum in terms of call volume and call processing times for various call types. For the purposes of this analysis, only calls that meet the definition of "emergency" per NFPA 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.

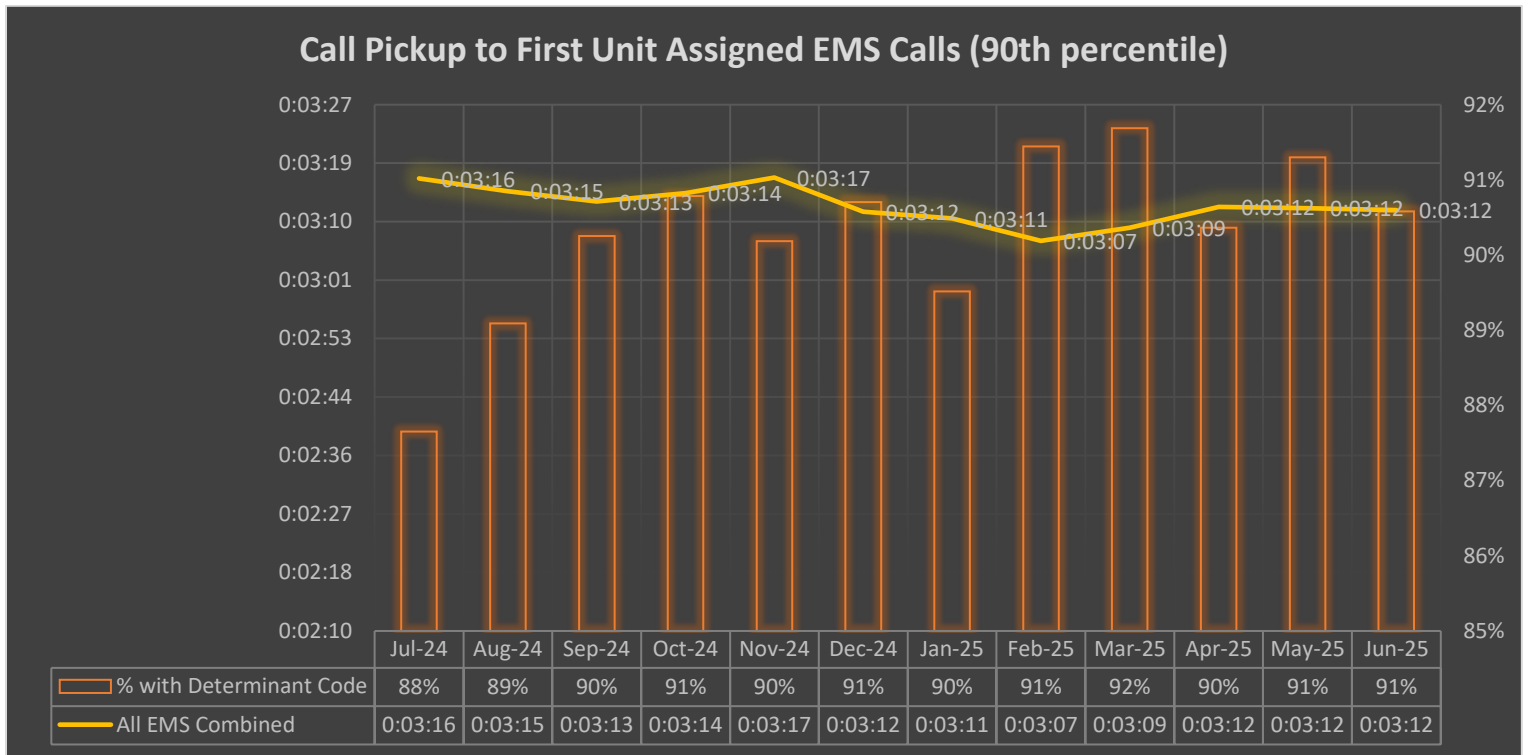


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

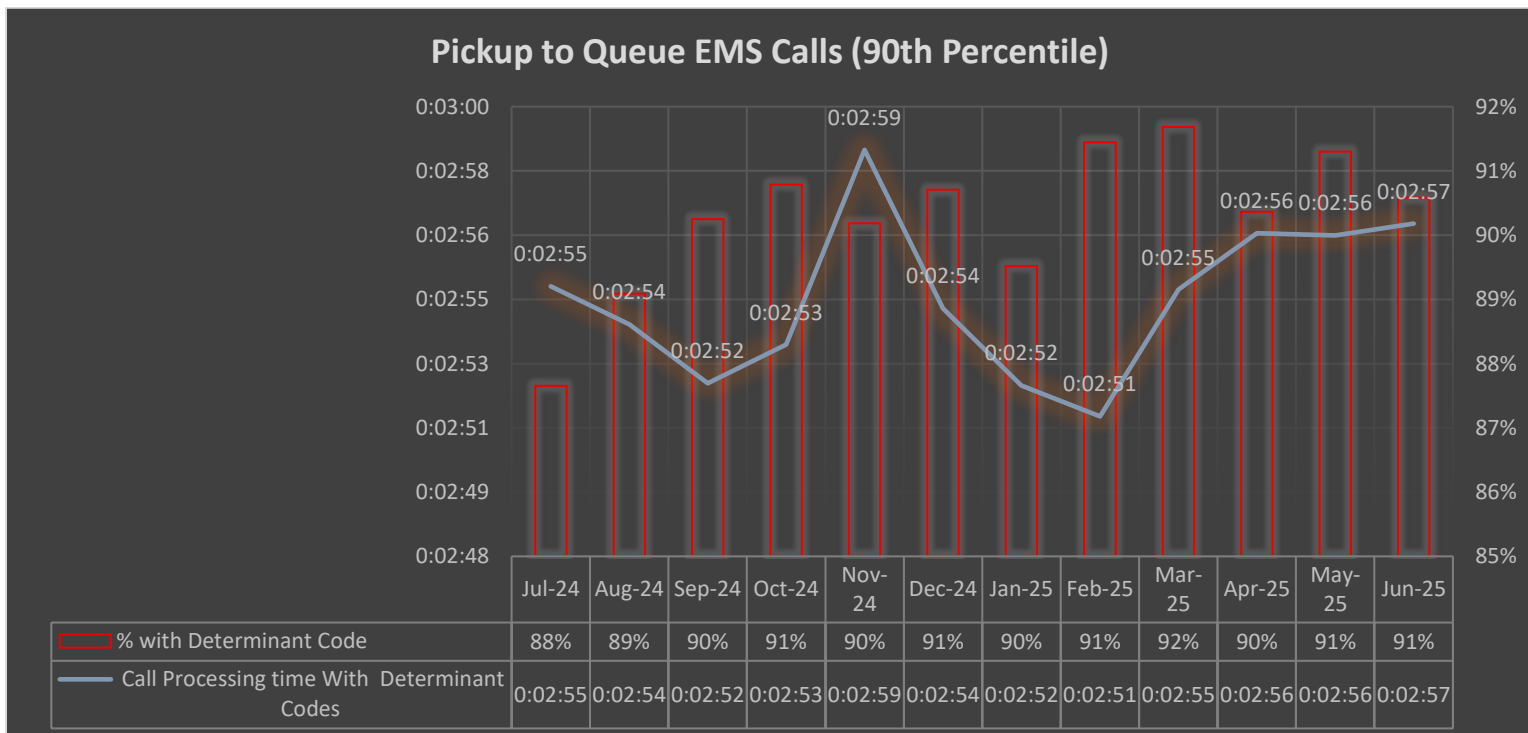


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

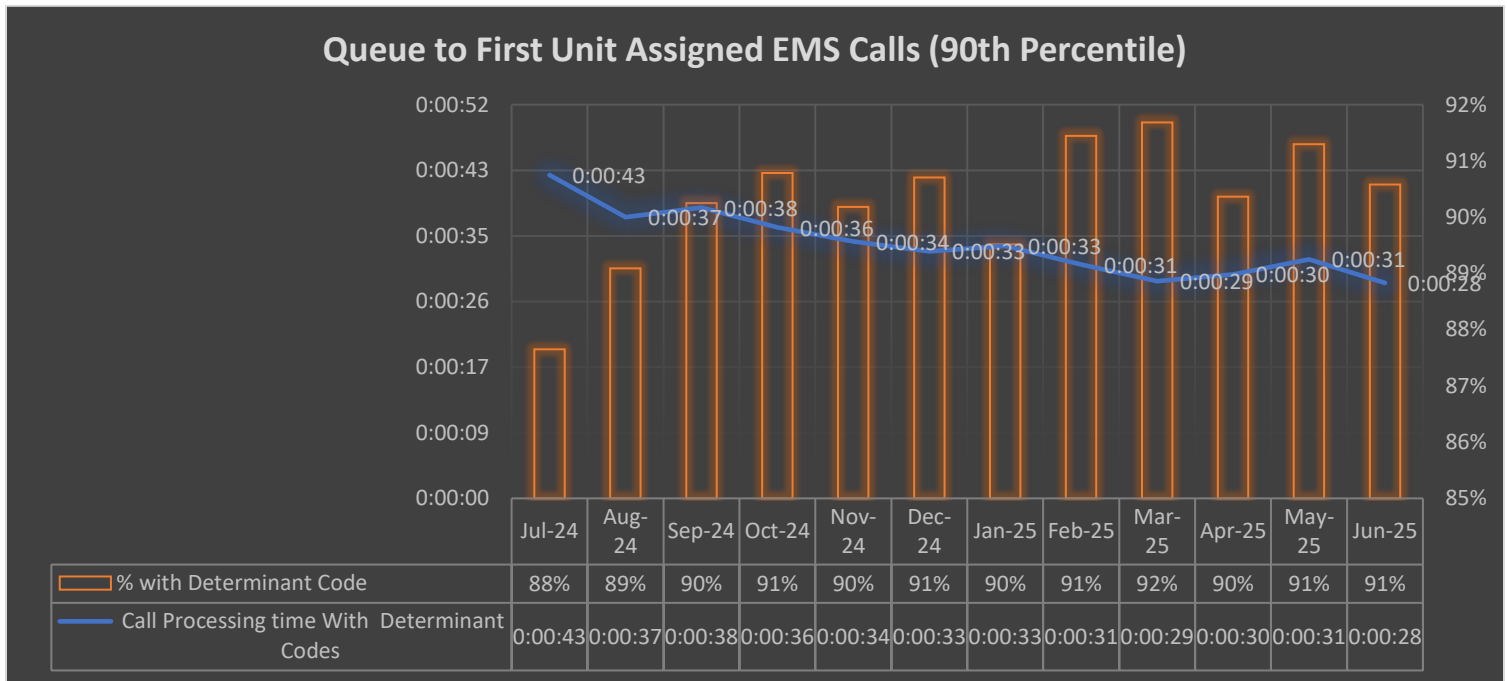
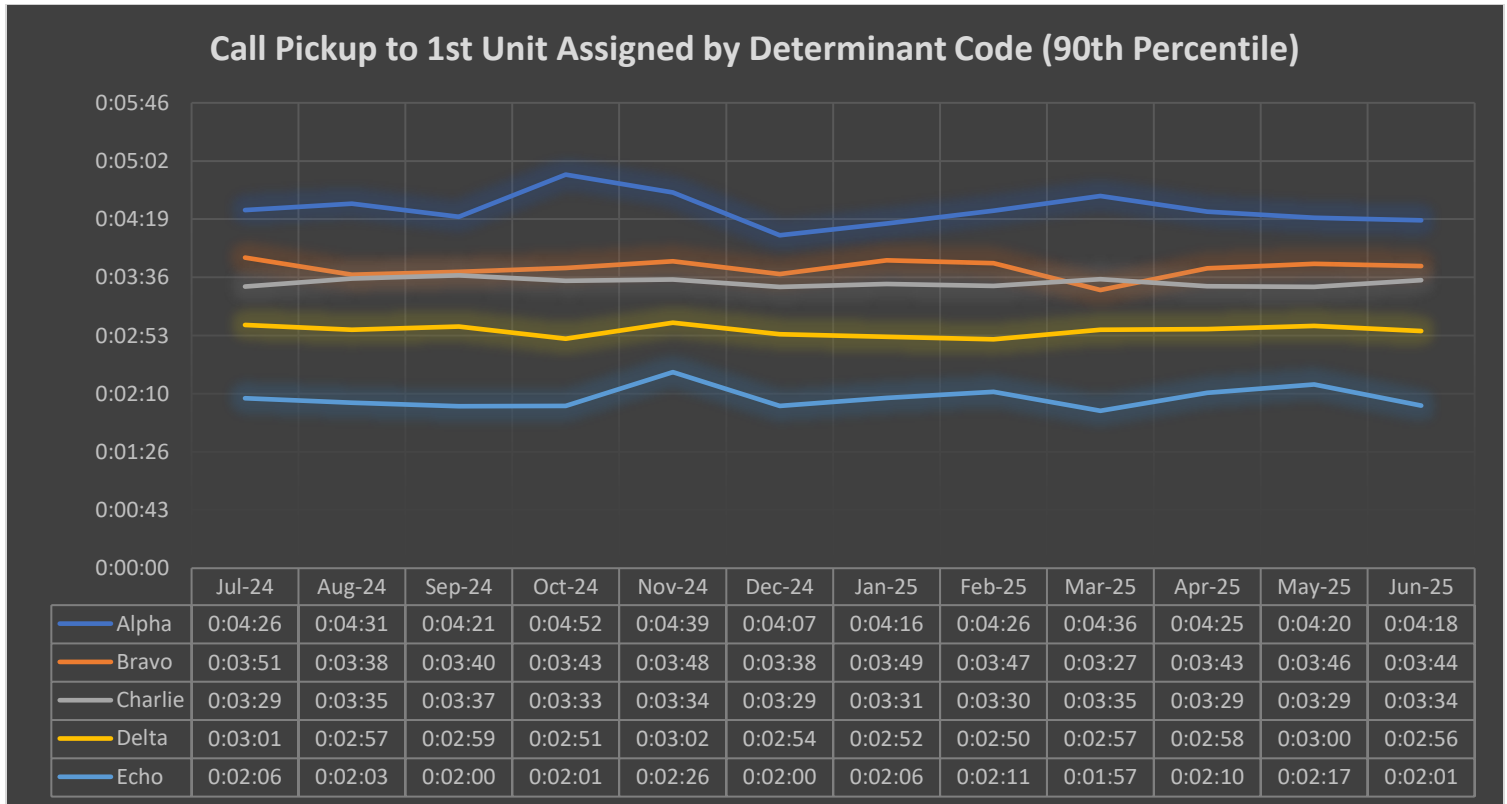


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



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.

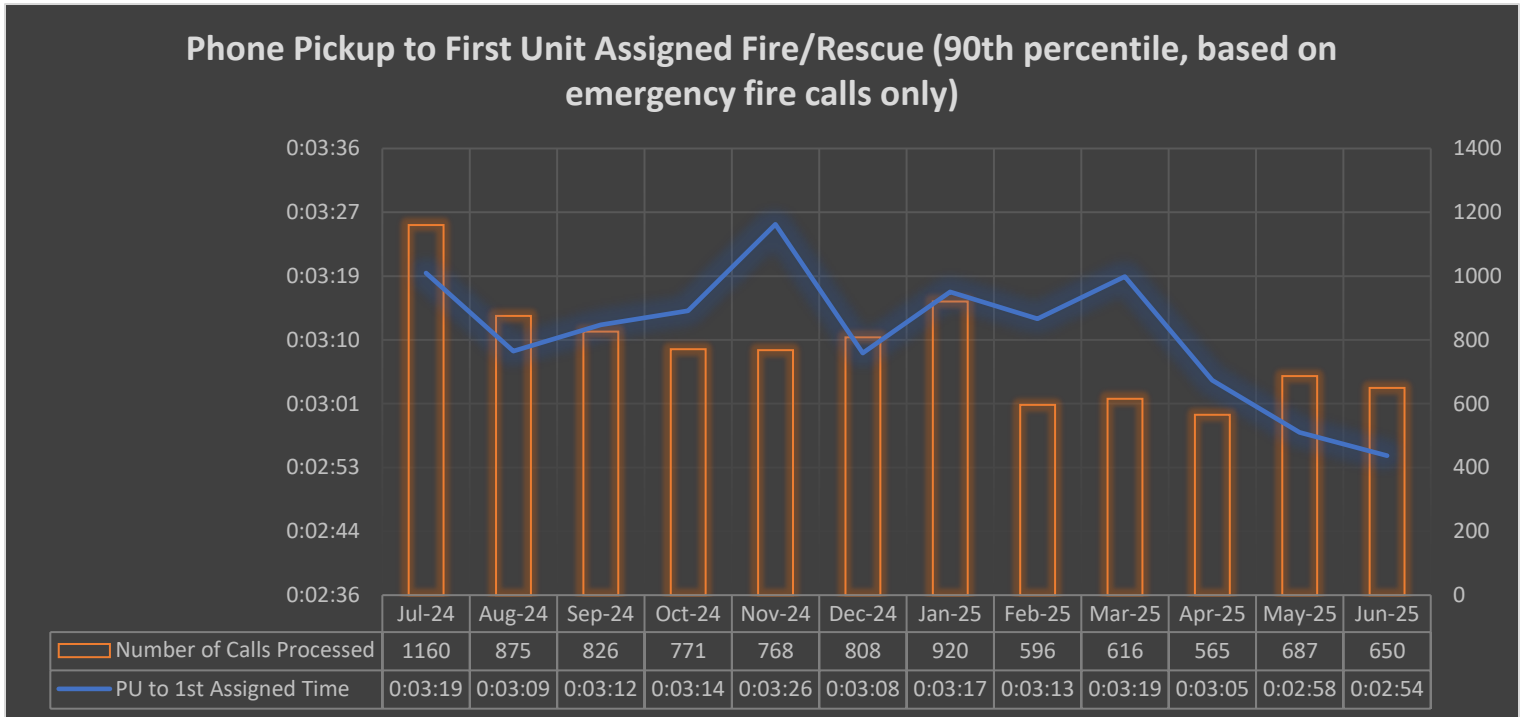


Figure 8: Fire/Rescue Call Pickup to Queue.

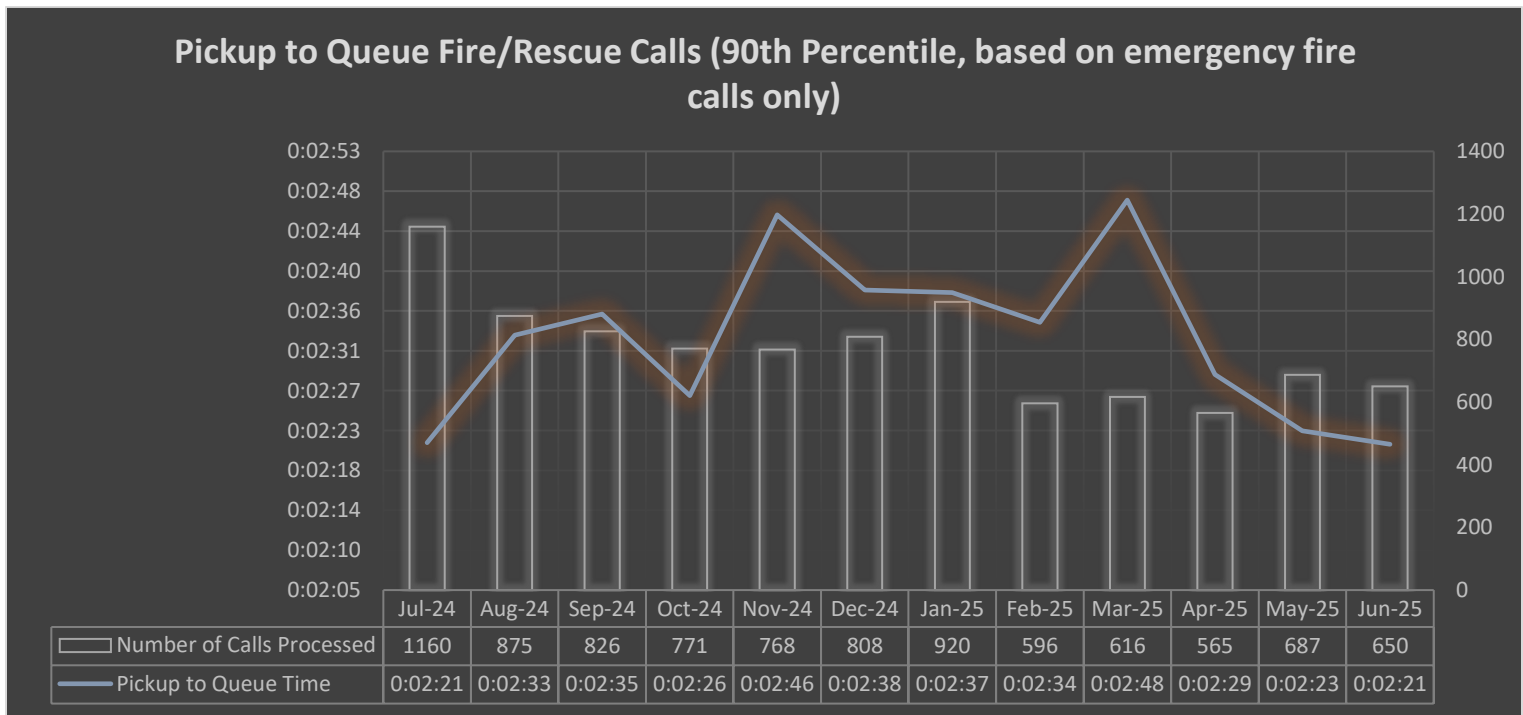
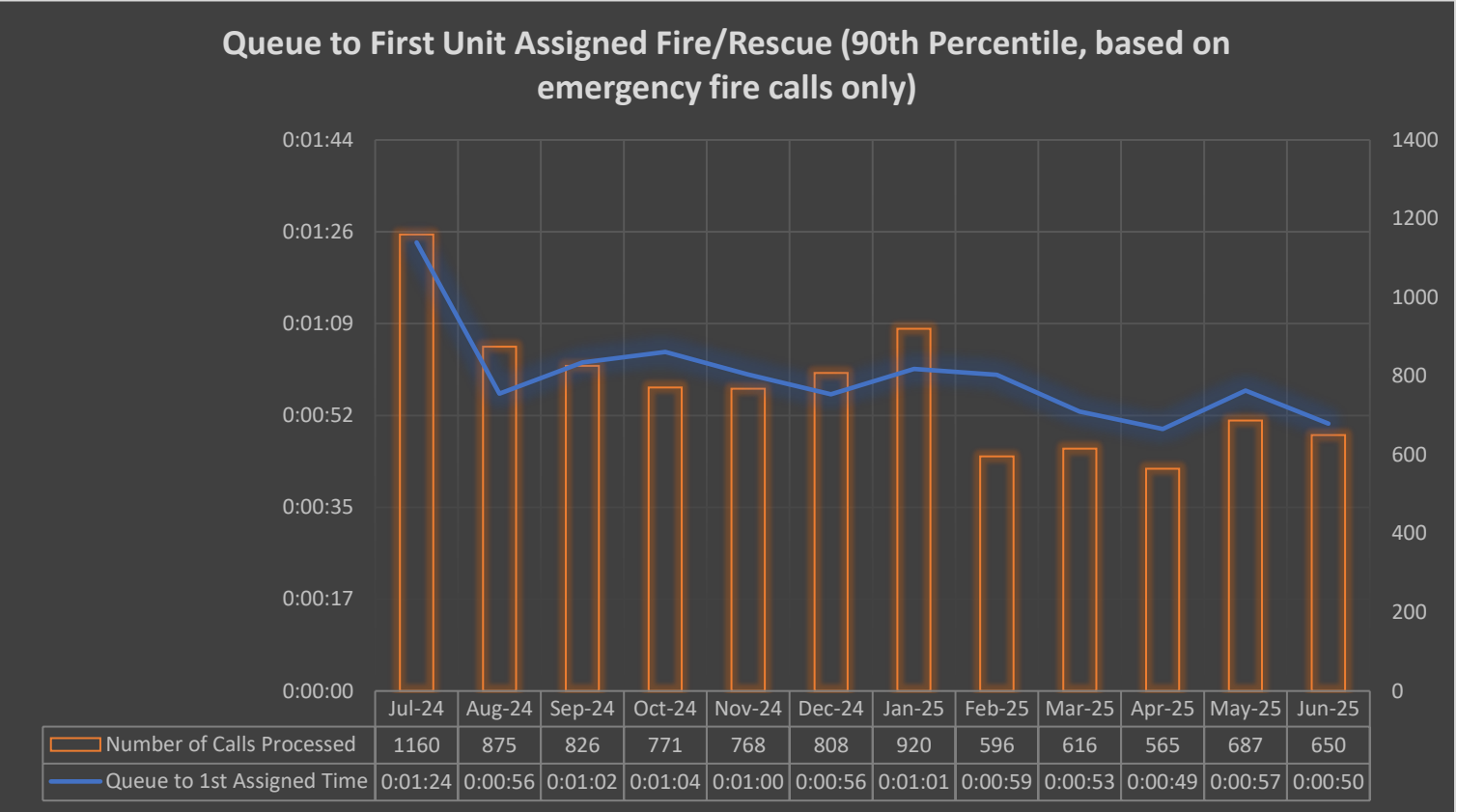


Figure 9: Fire/Rescue Queue to First Unit Assigned.



CONFIRE ECNS Analysis

June 2025



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

June 2025

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

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

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

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

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

Summary of Methodological Differences

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

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

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

Total Emergency EMS Calls	17,082
Total EMS Calls with Obtainable Determinant Code	12,788
Total EMS Calls with Determinant Code	11,439
% of EMD Obtainable EMS Calls with Determinant Code	89.5%

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

Total Calls Eligible for Low Code based on IAED protocol. All Staffed Hours:	1,541
% of EMS calls with Determinant Code Eligible for ECNS	13.5%
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	557
% of Eligible EMS Calls Transferred to ECNS	36.1%
% of Total EMS Calls Transferred to ECNS	3.3%

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

Total Calls Eligible for Low Code based on CONFIRE Policy:	1,405
% of EMS calls with Determinant Code Eligible for ECNS	12.3%
Total eligible calls per CONFIRE Policy during ECNS staffed Hours (0700 to 2300 hrs)	1,165
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	557
% of Policy Eligible EMS Calls Transferred to ECNS during staffed hours	47.8%
% of Total EMS Calls Transferred to ECNS	3.3%

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

Incoming Calls to Emergency Communications Nurse (ECN) Nurse		
	Total ECNS Transfers	557
	Calls Aborted (Hangups, disconnects)	161
	Total Calls received and completed by ECN	396
Calls Returned for Emergency Transport		
	Triage nurse returned call for Emergency Transport	96
	Number of returned calls for emergency resulting in actual transport	77
	% of returned calls for emergency resulting in transport	80%
Non-emergency with no Alternative Transport		
	Patient had no alternative means of transport (Transport Unit Sent)	245
	Number of non-emergency ambulance responses that resulted in actual transport.	199
	% of non-emergency ambulance responses that resulted in actual transport.	81%
	Total calls to reach ECN that resulted in an ambulance response	341
	% of total calls to reach ECN that resulted in ambulance response	86.1%
	Total ambulance responses that resulted in a transport	269
	% of response with transport	79%
ECNS Responses		
	Number of callers who received ECN direction and did not transport by ambulance.	55
	Number of callers who received ECN direction, but ambulance was sent only because the patient had no other means of transportation.	245
	Potential transport deferrals if alternative transportation was available	300

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

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

Call Type	Total Calls in LowCode	Total LowCode calls referred back for a Response for medical reasons	% of Calls referred back for a response for medical reasons	Calls referred back for a response for medical reasons that transported.	% of Calls referred back for a response for medical reasons that transported.
SICK-A8	66	9	10%	8	89%
BACK-A1	38	6	7%	3	50%
SICK-O1	35	6	7%	5	83%
CP - Chest Pain	29	6	7%	6	100%
SICK-A3	26	3	3%	3	100%
ABD-A1	25	2	2%	1	50%
FALL-A2	21	5	6%	5	100%
FALL-A3	20	2	2%	2	100%
SICK-A2	19	2	2%	2	100%
TRAUMA-A1	18	1	1%	0	0%
SOB - Shortness of Breath	18	1	1%	0	0%
SICK-A11	16	5	6%	4	80%
TRAUMA-A3	15	2	2%	1	50%
HL-A1	14	2	2%	2	100%
FALL-O1	13	3	3%	1	33%
GMI - Miscellaneous Gov Inc	11	2	2%	1	50%
CHOKE-O1	11	0	0%	0	
DIA-O1	10	2	2%	1	50%
SICK-A4	9	2	2%	1	50%
UNC - Unconscious Person	9	2	2%	1	50%

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

Disposition of Care Text		
Seek Emergency Care as Soon as Possible	219	55.3%
Emergency Response	96	24.2%
Seek Face to Face Care within 1-4 Hours	60	15.2%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	9	2.3%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	8	2.0%
Contact Poison Control or Local Pharmacist	2	0.5%
Social Services	1	0.3%
Contact Dentist Urgently	1	0.3%

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

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

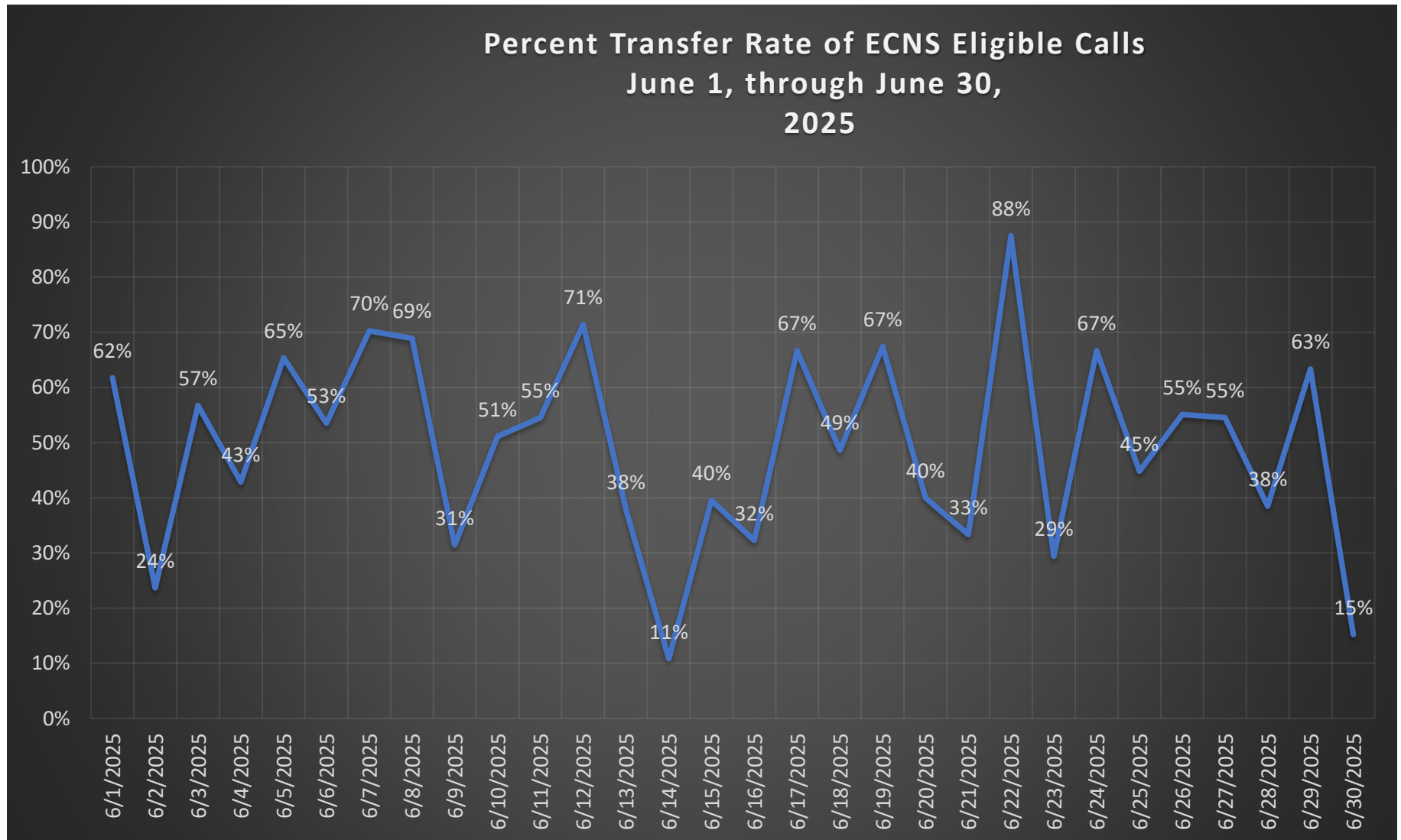


Figure 2: Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

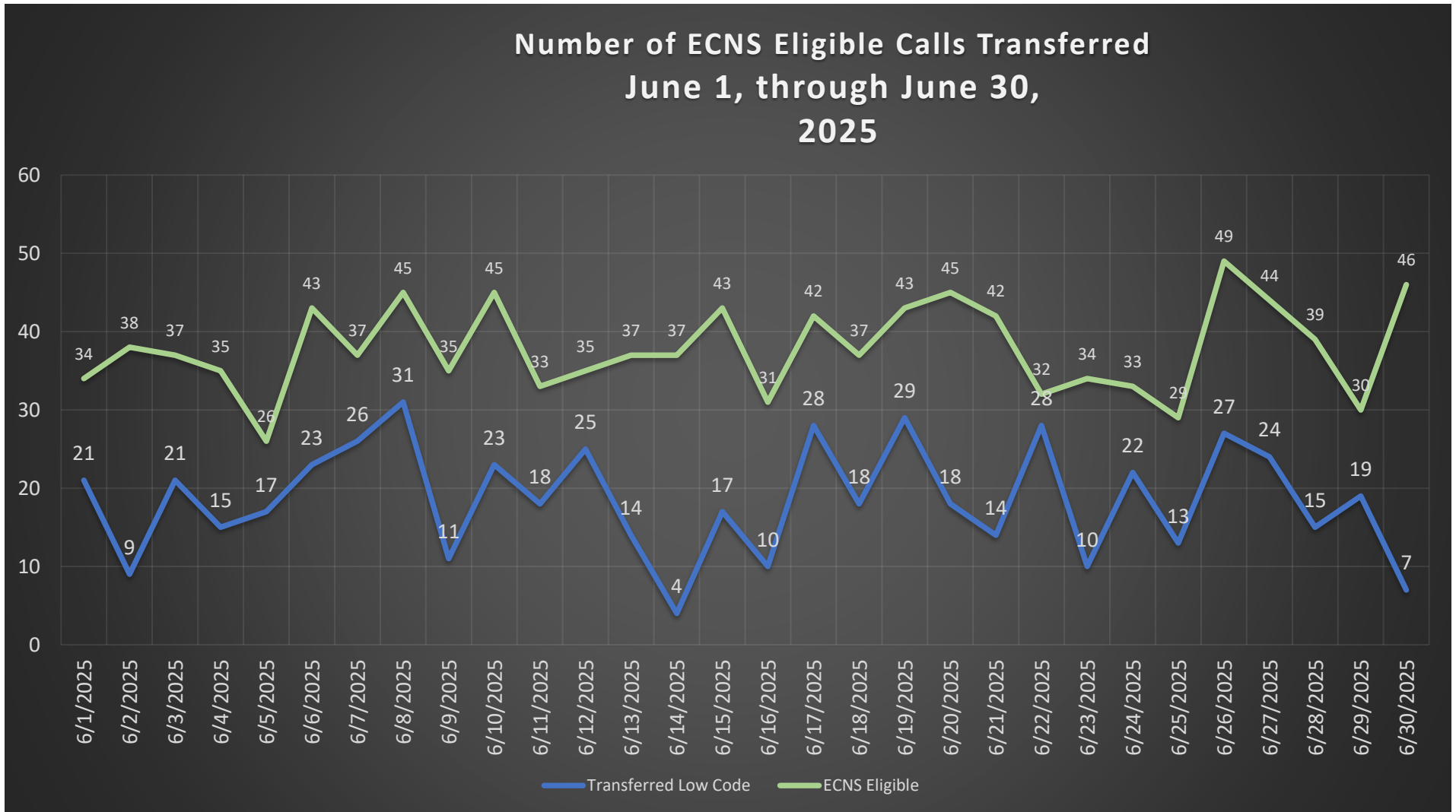


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.

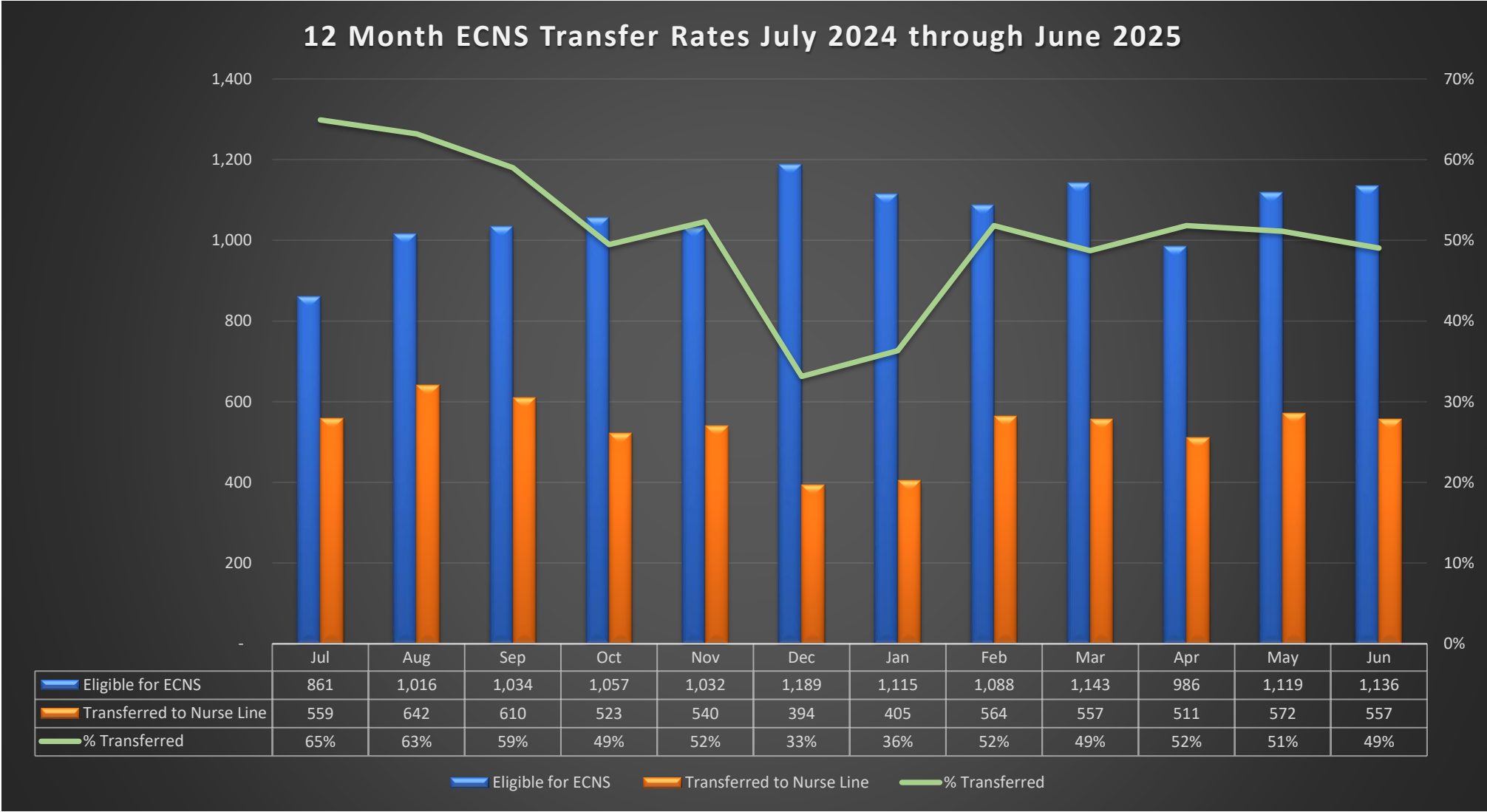
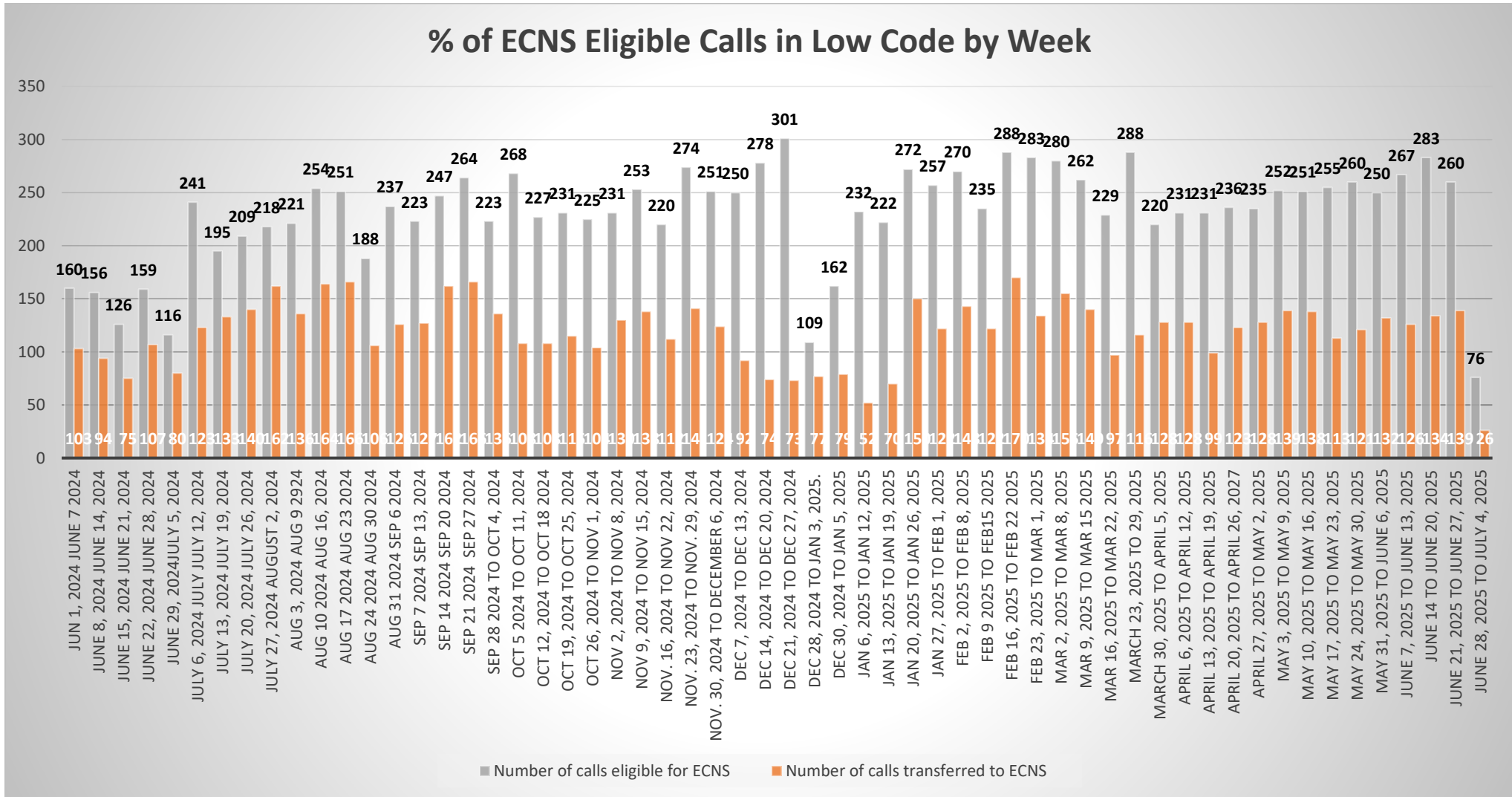


Figure 4: Number of eligible ECNS calls and rates of transfer from June 2024 through June 2025.



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

June 2025

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

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

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

Disposition Text from CAD	Total Number of Calls	% of Total Eligible Calls Not sent to Low Code	During Staffed Hours Only	% of Total Eligible Calls Not sent to Low Code Staffed Hours
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff at CONFIRE and REMSA or hold music on transfer (Sup Approval)	341	34.9%	162	44.1%
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staffing or hold music on transfer	0	0.0%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: INABILITY TO INTERROGATE PT= Inability to talk, belligerent, RP not at same location	0	0.0%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	36	3.7%	3	0.8%
*Call Taker decided to not send incident to LowCode, with reason: PT COMPLETE IMMOBILITY= Cannot move, bedridden or on the ground unable to get up	0	0.0%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: PT IN PUBLIC PLACE= PT is in an area where large crowds are gathering (i.e. sports complex)	0	0.0%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: QUICK LAUNCH= CPR, UNC, CP, SOB, CVA	72	7.4%	6	1.6%
*Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	6	0.6%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= PT is a minor at school or NO adult on scene	5	0.5%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: TEST/REOPENED CALL= Test or reopened call	0	0.0%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= Staff requesting 911 or PT directed by medical facility to call 911	0	0.0%	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%	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%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MINOR AT SCHOOL= PT is a minor at school or NO adult on scene	2	0.2%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call, call already processed	6	0.6%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: FALL= ONLY if PT on ground AND unable to get up	9	0.9%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: QUICK LAUNCH= CPR, UNC, CP, SOB, CVA [Shared]	0	0.0%	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff available in house or remote (Sup Approval Required)	501	51.2%	196	53.4%

**CONFIRE**

STAFF REPORT

DATE: July 22, 2025

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

**SUBJECT: Emergency Communications Nurse System Support Agreement
Renewal - EMK Consulting**

Recommendation

Approve the renewal agreement with EMK Consultants to support the Emergency Communications Nurse System (ECNS) in the amount of \$100,000 for one year from July 01, 2025, to June 30, 2026.

Background Information

CONFIRE, supported by San Bernardino County Council of Governments (SBCOG), facilitated the rapid implementation of the ECNS program during the heightened hospital surge resulting from COVID-19. SBCOG had entered into an agreement with Mission Critical Partners (MCP) to evaluate utilizing Emergency Medical Dispatch (EMD) to enhance emergency medical services in the pre-hospital environment. Recommendations are focused on ECNS as a priority

EMK Consultants is owned and operated by Elaine Messerli-Kelly. She is widely considered a subject matter expert in ECNS and was instrumental in the successful implementation of CONFIRE's ECNS program in 2021.

This new agreement will allow EMK Consultants to continue to support dispatch and nursing staff with navigating low acuity patients to the most appropriate care level, thereby reducing non-emergent transports. Additionally, EMK Consultants will also perform the following additional activities:

- Support with partnering with agencies who want to transfer their low acuity calls to CONFIRE.
- Support with sustainability and growth with a focus on financial stability.

Fiscal Impact

The annual cost for EMK Consulting's services will be \$100,000/year. The new annual cost reflects a 4% increase over the prior year. The cost of this contract was included in the approved 2025-26 ECNS budget (Fund 5030).

Attachments

- 2025_Agreement – EMK Consultants
- 2025_Addendum – EMK Consultants Limit Justification

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES Support with Emergency Communications Nurse System (ECNS)

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and EMK Consultants Inc (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

RECITALS

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

AGREEMENT

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on July 1, 2025 (“Effective Date”) and unless terminated earlier, shall end on June 30, 2026.
- b. This agreement may be extended for one additional year with Administrative Committee approval with an annual increase of 4 percent (%).

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE’s employees are normally entitled,

including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. NOTICE

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

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

To Contractor:
EMK Consultants Inc
Attn: Elaine Messerli-Kelly
7440 Lacerta Drive
Sparks, NV 89436

9. LIMITATION OF LIABILITY

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

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

CONSOLIDATED FIRE AGENCIES

Date: _____, 2025

By: _____

Print Name: Nathan Cooke

Its: Interim Executive Director

EMK Consultants Inc

Date: _____, 2025

By: _____

Print Name: Elaine M. Kelly

Its: Owner

EXHIBIT A to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Consultant is to provide services related to the following actions items and deliverables:

- Engage with Client to ensure that the Emergency Communication Nurse System (ECNS) is operationalized for success.
- Support Client in projects and activities which address low acuity callers to the 911 system.
- As a Regional Instructor for the International Academy of Emergency Dispatch, conduct ECNS and ECN-Q courses for CONFIRE as an in-house instructor.
- Collaborate with Client to maintain ACE (Accredited Center of Excellence) Accreditation for EMD and to achieve ACE Accreditation for ECNS and support the program's sustainability.
- Support Client in the education of the Emergency Medical Dispatch (EMD) team.
- The EMD's will work with the Emergency Communication Nurse (ECN) to navigate low acuity patients to the most appropriate care level. This process will help reduce non-emergent transports. Provide subject matter expertise with the ECN team to develop a cohesive culture.

Provide subject matter expertise while implementing the education and quality program for the Client utilizing the International Academy of Emergency Dispatch (IAED) Emergency Communication Nurse Quality (ECN-Q) standards.

- Conduct Client quality audits utilizing the Advanced Quality Assurance (AQUA) software provided by the IAED. Support the client's ECN-Q while conducting internal quality audits in support of ACE Compliance.
- Collaborate with Client to identify opportunities for improvement for each ECN as well as the ECN team.
- Provide support and subject matter expertise for manager to ensure success of this new program within the community by mentoring as requested and needed.
- Support Client with partnering with agencies who want to transfer their low acuity calls to CONFIRE.
- Support Client with sustainability and growth with a focus on financial stability.
- Will provide ECN remote call-taking services on occasion, and as requested by CONFIRE.

The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

\$107.10 per hour

Not to exceed the sum of \$ 100,000

B. Payment

- a. Schedule
 - (1) To be billed in monthly installments

- b. Process

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

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
 - e. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
5. **INDEMNIFICATION/ DEFENSE /HOLD**

HARMLESS.

- a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:
 - (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; or
 - (2) arises out of, pertains to, or relates to the performance of this Agreement
 - b. **Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.
 - c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:
 - (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
 - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
 - d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.
6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
7. **CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential

Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.
9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE's legislative body has approved all the terms and conditions contained herein.
10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If

Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

12. PERMITS/LICENSES. Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. ANTI-DISCRIMINATION. It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

15. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other

data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

16. EVALUATION OF CONTRACTOR AND SUBORDINATES. CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:

- a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

19. ASSIGNMENT AND SUCCESSORS. Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

20. SEVERABILITY. In the event that any provision of this Agreement shall be construed to be illegal or

invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

- 21. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 22. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- 23. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 24. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 25. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 27. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 28. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 29. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice

versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

- 30. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.
- 31. DEBARMENT.** Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549
- 32. FEDERAL AUDIT.** Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Contract, any Federal grantor agency when funds are granted to CONFIRE to fund this contract, the Comptroller General of the United States, or any of their duly authorized representatives with access to its books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for no less than three (3) years after final payment is made under this Agreement.
- 33. Federal Grant Specific Requirements**
 - a. Must conform with applicable contract provisions contained in 2 CFR 200, Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Exhibit E).
 - b. The award will not be made to any party debarred, suspended, or otherwise excluded from participation in federal assistance programs. Vendor must be registered and will be checked against the Federal Debarment List (www.sam.gov). Please note a UEI number is required to register on the SAM web site.
 - c. Local preference does not apply.

EXHIBIT D to AGREEMENT FOR SERVICES

INSURANCE

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

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

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

- Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by CONFIRE.
- 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

EMK Consultants

Supporting documentation for request for annual increase in limit for contract.

1. We are conducting 3 call audits/RN/week with individual and team feedback. Eventually we will be utilizing the IAED's percentage to audit for ACE Accreditation which depends on call volume.
 - A. The current staffing model has 4 nurses and a manager. Each will have calls reviewed. The program got approval to hire 3 more nurses.
 - ECNS call audits take approximately 1 hour/call. 3 calls per week per RN are being conducted until satisfactory compliance is achieved
 - Staff feedback takes between 1-4 hours/RN/month
 - Staff individual and team education takes about 4 hours/month
 - ECN-Q support has been quantified with Dr. Fivaz and me using several agencies data
2. As nurses are hired, they must take the ECNS Certification Course. As an in-house instructor for CONFIRE, the cost equals 24 teaching hours plus travel expenses (airline ticket, hotel, Uber or rental car, meals)
3. Support and mentoring for new ECNS manager.
4. Support Leslie with ECNS ACE Accreditation prep and upload
5. Assist with onboarding agencies as they set up transferring low acuity calls to CONFIRE for ECNS process.
6. Assist with customer satisfaction surveys and ECNS data collection and presentation to show effectiveness.
7. Assist with sustainability plan.



STAFF REPORT

DATE: July 22, 2025

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: EMD Medical Director Agreement – Debbie Bervel M.D.

Recommendation

Approve the renewal agreement with Dr. Debbie Bervel to support the Emergency Communications Nurse System (ECNS) in the amount of \$107,568, for five years, from July 01, 2025, to June 30, 2030.

Background Information

Effective December 9, 2020, CONFIRE entered into an agreement with Debbie Bervel, M.D. to provide medical professional consulting services as the agency's EMD Medical Director. The Medical Director duties include but not limited to providing medical oversight and training for all aspects of the EMD program.

During the term of the agreement, Dr. Bervel has provided valuable services to CONFIRE in a satisfactory manner and as such, staff is recommending approval of a new contract for a five-year term with Dr. Bervel to continue supporting the ECNS program.

Fiscal Impact

The cost for Dr. Bervel's services will be \$20,260 in year one. Each subsequent year the annual cost will increase by 3% for a total cost of \$107,568 for the five-year term of the agreement. The cost of this contract was included in the approved 2025-26 ECNS budget (Fund 5030).

Attachments

- 2025_Agreement – EMD Medical Agreement (Dr. Bervel)

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES Support with Emergency Communications Nurse System (ECNS)

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and Debbie Bervel M.D. (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

RECITALS

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

AGREEMENT

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on July 1, 2025 (“Effective Date”) and unless terminated earlier, shall end on June 30, 2030.

3. INDEPENDENT CONTRACTOR

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

and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. NOTICE

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

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

To Contractor:
Debbie Bervel, M.D.
Attn: Debbie Bervel, M.D.
30161 Centro Vista
Highland, CA 92346

9. LIMITATION OF LIABILITY

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

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

CONSOLIDATED FIRE AGENCIES

Debbie Bervel, M.D.

Date: _____, 2025

Date: _____, 2025

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: Debbie Bervel, M.D.

Its: Interim Executive Director

Its: Owner

EXHIBIT A to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

The EMD Medical Director will provide medical oversight for all aspects of the EMD program including:

- The Emergency Medical Dispatch Protocol Reference System
- EMD Training Program
- Continuing Dispatch Education Program
- Compliance Standards
- Policies and Procedures
- Continuous Quality Improvement Program and Risk Management functions
- Records Management

In addition, the EMD Medical Director will (as indicated in the EMD Dispatch Program California State Guidelines):

1. Be licensed as a Physician in California.
2. Be Board Certified or Qualified in Emergency Medicine.
3. Possess knowledge of the San Bernardino County Emergency Medical System.
4. Provide direction and training to the Emergency Medical Dispatchers as needed to:
 - Ensure quality of the program
 - Ensure compliance with the State Guidelines for EMD
5. Ensure that the EMD Program is established in accordance with State Guidelines.

The EMD Medical Director shall also be responsible for the:

1. Approval of the EMD training program and participating in on-going evaluation and review of those programs.
2. Approval and oversight of the continuing dispatch education program.
3. Design of medical aspects of the emergency medical dispatcher orientation and performance evaluations.
4. Evaluation of the medical care, post-dispatch and pre-arrival instructions rendered by EMD personnel.
5. Approval of the emergency medical dispatch protocol reference system to be utilized.
6. Review all continuous quality improvement, training and risk management functions in CONFIRE's EMD QI Plan, including the establishment and monitoring of programs designed to correct identified medical quality issues.
7. Participation in the local EMS system QI process.

Lastly, the EMD Medical Director be responsible for the following ECNS tasks:

- Point of Care Levels
- ECNS Eligible Code Selection
- Call intake, Pre-Triage, and Case Exit scripts within ECNS
- RCL Override reasons
- Code Key items
- On-going clinical oversight of the uses of ECNS protocol in LowCode
- Review all continuous quality improvement, training and risk management functions in ECNS QI Plan, including the establishment and monitoring of programs designed to correct identified medical quality issues.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

For the services outlined in Exhibit A to this Agreement, Contractor's fee is Twenty Thousand Two Hundred Sixty Dollars (\$20,260.00) per year.

B. Payment

- a. Schedule
 - (1) To be billed in monthly installments
- b. Process

Payment shall be made (for all undisputed amounts) within thirty (45) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.
- c. Annual Increase

Each July 1st that this Agreement is in effect (commencing with July 1, 2025, Consultant's annual compensation shall be increased by three percent (3%) over that received in the year just completed. The schedule is as follows:

Year	Fiscal Year	Original Amount	Amended Amount	Increase Costs	Increase %
1	2025-26	\$ 20,260.00	\$ 20,260.00	\$ -	0%
2	2026-27	\$ 20,260.00	\$ 20,868.00	\$ 608.00	3%
3	2027-28	\$ 20,868.00	\$ 21,495.00	\$ 627.00	3%
4	2028-29	\$ 21,495.00	\$ 22,140.00	\$ 645.00	3%
5	2029-30	\$ 22,140.00	\$ 22,805.00	\$ 665.00	3%

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
 - e. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
5. **INDEMNIFICATION/ DEFENSE /HOLD**

HARMLESS.

- a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:
 - (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; or
 - (2) arises out of, pertains to, or relates to the performance of this Agreement
 - b. **Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.
 - c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:
 - (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
 - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
 - d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.
6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
7. **CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential

Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.
9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE's legislative body has approved all the terms and conditions contained herein.
10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If

Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

12. PERMITS/LICENSES. Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. ANTI-DISCRIMINATION. It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

15. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other

data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

16. EVALUATION OF CONTRACTOR AND SUBORDINATES. CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:

- a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

19. ASSIGNMENT AND SUCCESSORS. Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

20. SEVERABILITY. In the event that any provision of this Agreement shall be construed to be illegal or

invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

- 21. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 22. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- 23. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 24. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 25. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 27. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 28. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 29. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice

versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

- 30. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.
- 31. DEBARMENT.** Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549
- 32. FEDERAL AUDIT.** Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Contract, any Federal grantor agency when funds are granted to CONFIRE to fund this contract, the Comptroller General of the United States, or any of their duly authorized representatives with access to its books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for no less than three (3) years after final payment is made under this Agreement.
- 33. Federal Grant Specific Requirements**
 - a. Must conform with applicable contract provisions contained in 2 CFR 200, Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Exhibit E).
 - b. The award will not be made to any party debarred, suspended, or otherwise excluded from participation in federal assistance programs. Vendor must be registered and will be checked against the Federal Debarment List (www.sam.gov). Please note a UEI number is required to register on the SAM web site.
 - c. Local preference does not apply.

EXHIBIT D to AGREEMENT FOR SERVICES

INSURANCE

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 - 1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with CONFIRE the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
 - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Coverage
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Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

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

- Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by CONFIRE.
- 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.



STAFF REPORT

DATE: July 22, 2025

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Capital Asset Policy

Recommendation

Adopt Administrative Committee Policy AP 3.013 Capital Asset (also known as Fixed Asset) Policy to ensure CONFIRE's compliance with GAAP (Generally Accepted Accounting Principles), effective July 23, 2025.

Background Information

During our most recent audit, concluded April 3, 2025, our auditors Rogers, Anderson, Malody, & Scott (RAMS) Certified Public Accountants, identified a material weakness in CONFIRE's capital asset tracking process. The specific deficiencies included:

- Misclassification and improper capitalization of various assets in prior years.
- Capitalization of assets that did not meet the capitalization criteria.
- Premature capitalizing of assets before being placed into service.

The misclassification and premature capitalization of assets resulted in:

- Overstatement/understatement of capital assets on financial statements.
- Compliance risks related to financial reporting requirements.

CONFIRE previously utilized the County of San Bernardino's Fixed Asset policy #11-04 SP2. To improve clarity and make it more streamlined, staff recommends the adoption and implementation of CONFIRE's own comprehensive Fixed Asset policy and procedures for capital asset accounting, ensuring alignment with GAAP and relevant government standards.

Staff has drafted the attached policy to support CONFIRE's compliance with Generally Accepted Accounting Principles (GAAP) and to promote sound accounting practices.

Fiscal Impact

This recommendation has no fiscal impact.

Attachments

- CONFIRE – Capital Asset Policy

1. Purpose

The purpose of this Capital Asset (also known as Fixed Asset) Policy is to establish uniform procedures for identifying, recording, safeguarding, depreciating, and disposing of capital assets owned by CONFIRE, in compliance with Generally Accepted Accounting Principles (GAAP) and applicable government accounting standards.

2. Scope

This policy applies to all departments, divisions, and personnel of CONFIRE who are responsible for the acquisition, use, maintenance, reporting, and disposal of fixed assets purchased with agency or federal funds.

3. Definition of Capital Assets

A **capital asset** is defined to include long-term property of any kind held by an entity. It includes all kinds of property, movable or immovable, tangible or intangible, fixed or circulating.

Capital Asset criteria:

- **A useful life of more than one year**
- **Effective fiscal year 2024-25 – capitalization threshold of \$10,000.**
 - Acquisition cost of \$10,000 or more per unit, unless a more restrictive threshold is defined by funding sources.
 - The equipment cost includes purchase price or construction cost, freight or shipping, sales and use taxes, installation costs and peripheral equipment necessary for operation.
 - Donated capital assets are to be recorded at acquisition value.
 - Improvements that add to the value of the asset or materially extend the assets' life are capitalized.
 - Costs that are **not** directly attributable to the acquisition or construction of the asset should not be included in the capitalization cost. Examples include: warranties, support (after asset is in use), maintenance, and repairs. These costs are to be expensed.
 - Examples of Capital Assets:
 - Land and land improvements
 - Buildings and building improvements
 - Equipment and machinery
 - Infrastructure
 - Vehicles
 - Furniture and fixtures
 - Leasehold improvements

4. Capitalization Threshold

- **\$10,000** is the standard capitalization threshold.
 - Items costing less than \$10,000 will be expensed unless otherwise specified by funding agreements or asset control needs.
-

5. Acquisition of Fixed Assets

All acquisitions must be:

- Approved by authorized personnel.
 - Procured in accordance with CONFIRE procurement policy and 2 CFR §200.318-326.
 - Properly recorded in the general ledger and fixed asset register at **cost**, including ancillary charges (e.g., shipping, installation, taxes).
-

6. Asset Tagging and Identification

All fixed assets will be:

- Assigned a unique asset identification number.
 - Tagged with a durable label (unless tagging is impractical).
 - Recorded in the fixed asset management system with details including:
 - Description
 - Serial number
 - Acquisition date and cost
 - Funding source
 - Location
 - Custodian
 - Useful life
-

7. Depreciation

- Depreciation will be calculated on a **straight-line basis** over the estimated useful life of the asset.
- Salvage value is typically assumed to be zero unless otherwise justified.
- Depreciation schedules will align with Generally Accepted Accounting Principles (GAAP).

- The useful lives of capital assets for purposes of computing depreciation are as follows:
 - Buildings and leasehold improvements 25 years
 - Vehicles 5 years
 - Computer equipment and software 4 years
 - Radio consoles 10 years

Note: The above are guidelines as the useful lives of some assets may be different based on manufacturer recommendations, maintenance and support schedules, and defects.

8. Inventory and Safeguarding

In accordance with **2 CFR §200.313(d)(2)**:

- A **physical inventory** of fixed assets will be conducted **at least once every two years**.
- Inventory results will be reconciled with the fixed asset records.
- Discrepancies must be investigated and resolved promptly.

Custodians are responsible for:

- The proper use, maintenance, and protection of assets in their possession.
- Immediate reporting of loss, damage, or theft.

9. Disposal of Assets

Assets may be disposed of when they:

- No longer serve a useful purpose.
- Have met their useful life and have been fully depreciated.
- Are beyond economical repair.
- Are replaced through upgrades or other capital investments.

Disposal must follow:

- CONFIRE's disposal procedures (Attachment A)
- Federal requirements under **2 CFR §200.313(e)** for assets acquired with federal funds (e.g., disposition instructions for items with a current per-unit fair market value of \$5,000 or more).

10. Federal Award Requirements

For assets purchased with federal funds:

- Title generally vests with the non-federal entity unless otherwise specified.
 - Disposition or transfer must comply with grant or award terms and **2 CFR §200.313**.
 - Proceeds from the sale of federally funded assets must be handled in accordance with the applicable cost principles.
-

11. Record Retention

All records related to the acquisition, use, inventory, and disposal of fixed assets must be retained for **at least 5 years** after the final disposition of the asset, or longer if required by grant terms or audits.

12. Policy Review

This policy will be reviewed annually and revised as necessary to ensure continued compliance with applicable laws and regulations.

ATTACHMENT A to CONFIRE CAPITAL ASSET POLICY

This shall serve as a supplement to CONFIRE's Fixed Asset Policy, to properly dispose of CONFIRE's fixed assets.

Submit to Staff Analyst II the below information for the assets that need to be disposed of (preferably in spreadsheet form)

- Asset Number
- Serial Number
- Description
- Description Type (e.g., Switch, Docking Station, Wireless AP)
- Asset Type (categories are below)
 - Vehicles
 - Computer Equipment
 - Radio Console
- In Service Date
 - This date is critical in determining the useful life of the asset.
- Date removed from service

Staff Analyst II:

The analyst will review the assets to determine whether the useful life and depreciation criteria have been met

Once the analyst approves the items for disposal, the list will be forwarded to the Finance Director for final approval.

CONFIRE

Vulnerability Assessment

Project Report
July 22, 2025

Emergency Technology
Consulting



Showing you the way!

ETC Introductions

Item 10.



Budge Currier, ENP
Budge@emergtechconsulting.com

- 30+ years public safety experience
- Former Assistant Director and 911 State Coordinator of the California Office of Emergency Services
- Planning, designing, building, innovating and evaluating NG112/911 systems



Mark Davis, ENP
Mark@emergtechconsulting.com

- 30+ years public safety and military communications experience
- Former Director for interoperability communications and planning for USMC and NATO
- Skilled in customer facing, technical support desk functions



Why are we here?

Item 10.

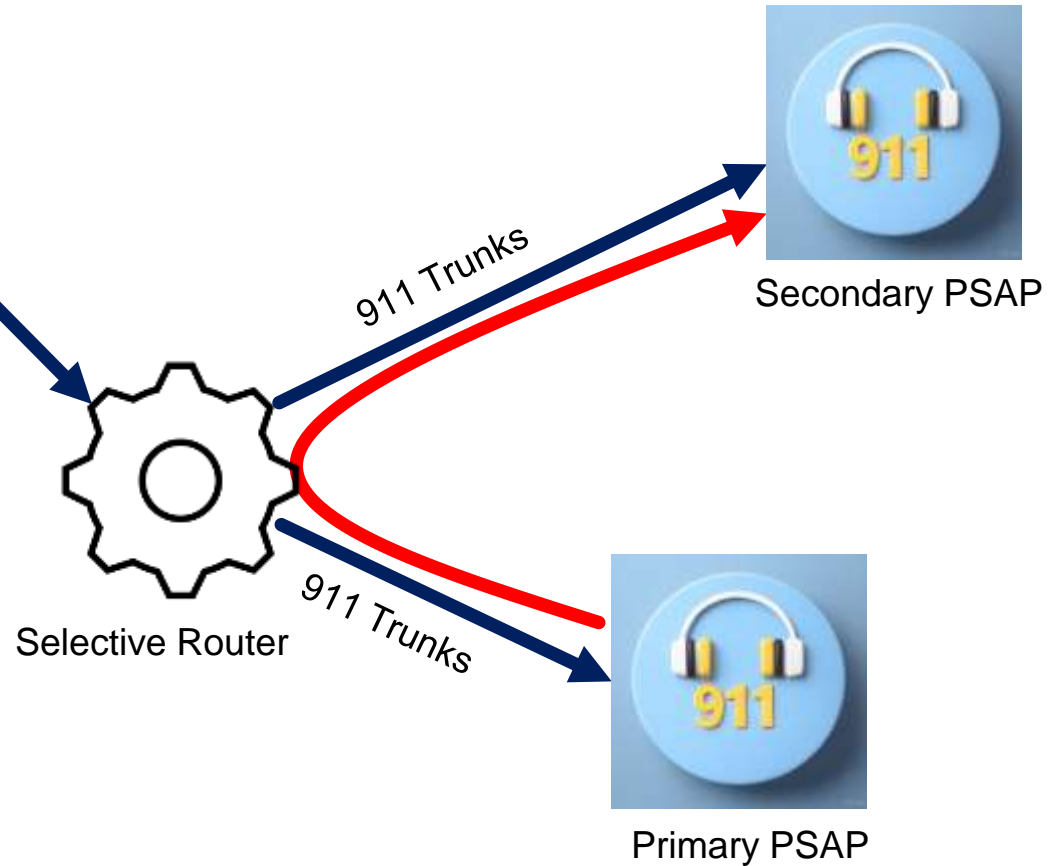
- Copper theft on March 16, 2025 caused a 911 outage that lasted 7 days
- A high voltage surge caused by a fiber optic cable install on April 16, 2025 caused another 911 outage that is still impacting 911 today
- Both incidents were beyond CONFIRE's control, but negatively impacted CONFIRE's ability to effectively support 911 operations
- This Vulnerability Study is a proactive step taken to assess all critical communication systems to identify and mitigate future outages



Legacy 911 System Design

Item 10.

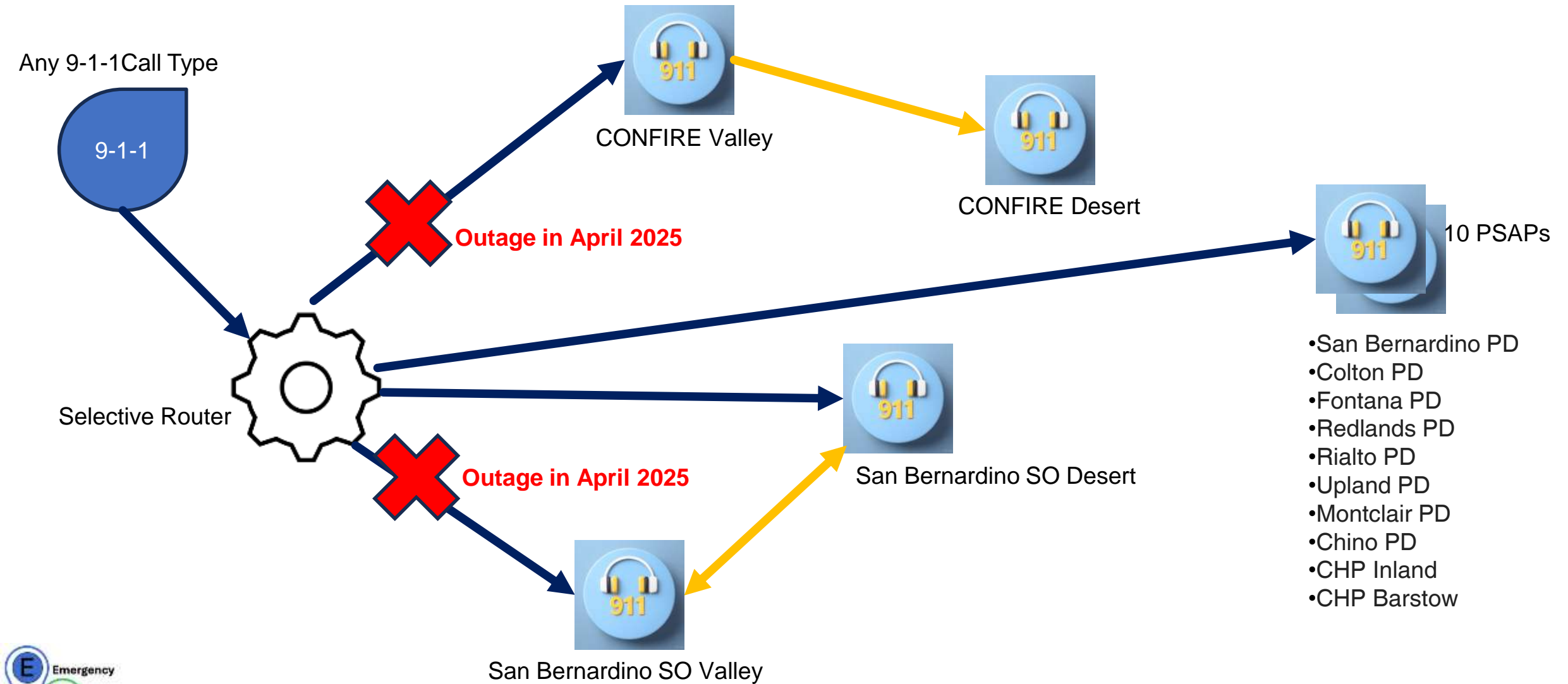
Any 9-1-1 Call Type



Note: This is a logical call flow. There are extra components in the network and San Bernardino is serviced by multiple Selective Routers and each connecting line consists of several 911 Trunks

San Bernardino 911 System Design Today

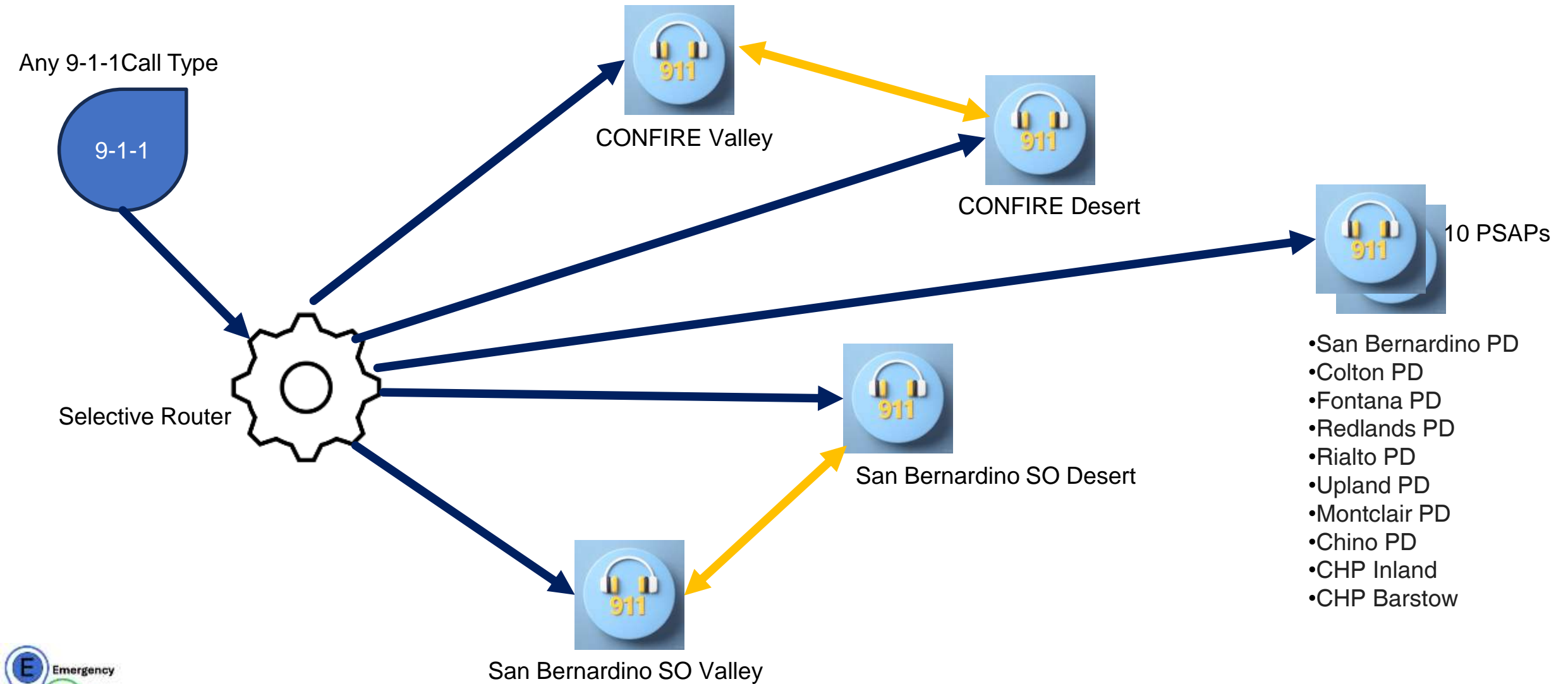
Item 10.



Note: This is a logical call flow. There are extra components in the network and San Bernardino is serviced by multiple Selective Routers and each connecting line consists of several 911 Trunks

San Bernardino 911 System Design Improvement

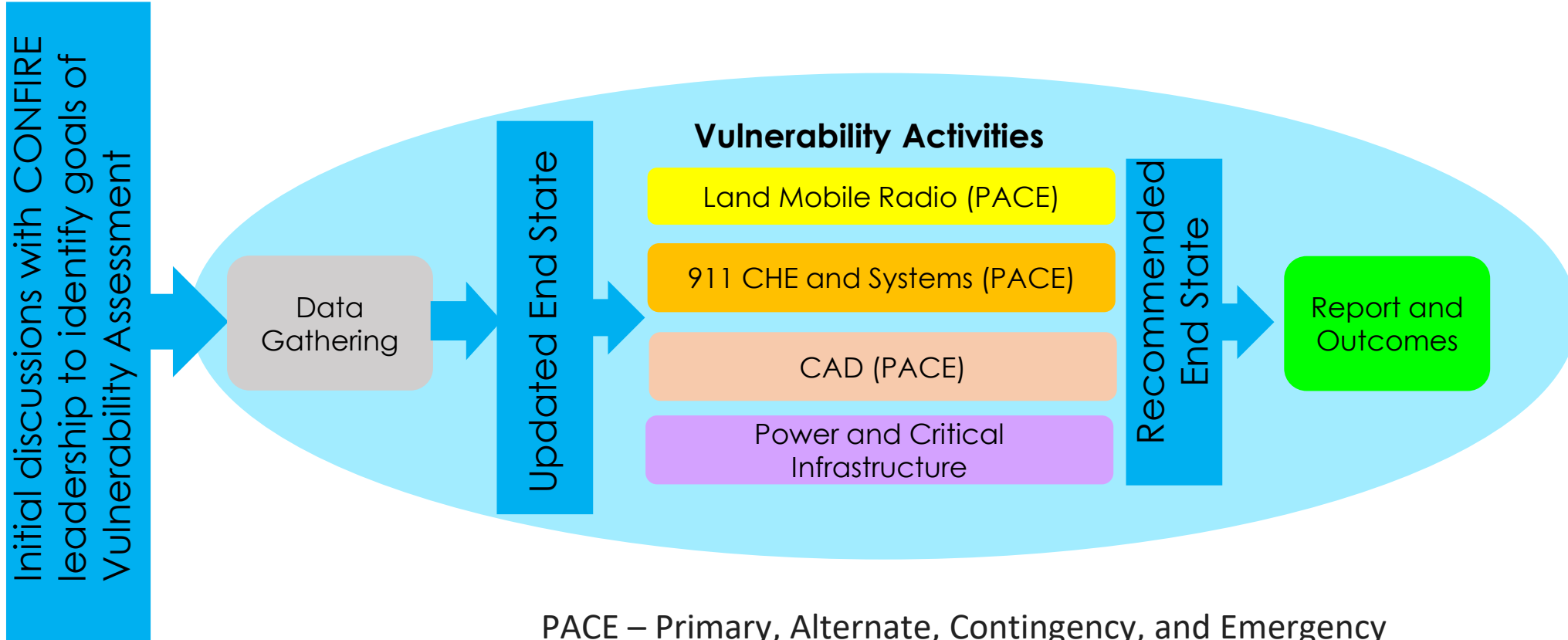
Item 10.



Note: This is a logical call flow. There are extra components in the network and San Bernardino is serviced by multiple Selective Routers and each connecting line consists of several 911 Trunks

Technology Vulnerability Assessment Overview

Item 10.



PACE – Primary, Alternate, Contingency, and Emergency
CHE – Call Handling Equipment
CAD – Computer Aided Dispatch

PACE Overview

Item 10.

Primary:

The best, and intended
method of communication

Technology for each alternative
Impact to users (operations and interoperability)
Implementation time
Cybersecurity implications
Quality of the solution
Triggering event
Decision authority
Rollback methodology

Alternate:

Another common, but less
optimal method of
communication

Contingency:

Method may not be as
fast, convenient, or
reliable, but it can
accomplish the task

Emergency:

Method of last resort.
Emergency methods may
cause delays or affect
operations

CONFIRE

Primary:

The best, and intended
method of communication

Item 10.

LMR:
County Radio
System

911 System and CHE:
Dual Trunked Legacy
911 System and Dual
Hosted 911 Call
Handling System

CAD System:
Dual Server Supported
CAD System

Power and Critical Infrastructure:
Valley and Desert 911 centers
running on commercial power with
full network connectivity

CONFIRE

Primary:

The best, and intended
method of communication

Item 10.

LMR:
County Radio
System

911 System and CHE:
Dual Trunked Legacy
911 System and Dual
Hosted 911 Call
Handling System

CAD System:
Dual Server Supported
CAD System

Power and Critical Infrastructure:
Valley and Desert 911 centers
running on commercial power with
full network connectivity

CONFIRE

Alternate:

Another common, but less optimal method of communication

Item 10.

LMR:

County VHF Radio

911 System and CHE:

Single 911 Center
(Valley or Desert)

CAD System:

Single CAD System
(Valley, Desert or
Training)

Power and Critical Infrastructure:

UPS handles load until switch to
Generator Power

CONFIRE

Alternate:

Another common, but less optimal method of communication

Item 10.

LMR:

County VHF Radio

911 System and CHE:

Single 911 Center
(Valley or Desert)

CAD System:

Single CAD System
(Valley, Desert or Training)

Power and Critical Infrastructure:

UPS handles load until switch to
Generator Power

CONFIRE

Contingency:

Method may not be as fast, convenient, or reliable, but it can accomplish the task

Item 10.

LMR:
CRIS Radio System

911 System and CHE:
If all 911 lines are down, switch to Admin Lines and IP PBX

CAD System:
Manual Tablet Command with Lightning

Power and Critical Infrastructure:
External Generator Support

CONFIRE

Contingency:

Method may not be as fast, convenient, or reliable, but it can accomplish the task

Item 10.

LMR:
CRIS Radio System

911 System and CHE:
If all 911 lines are down, switch to Admin Lines and IP PBX

CAD System:
Manual Tablet Command with Lightning

Power and Critical Infrastructure:
External Generator Support

CONFIRE

Emergency:

Method of last resort. Both Valley and Desert Locations are NOT available – **Alternate Location**

Item 10.

LMR:

Consolettes or IP
Talkgroups

911 System and CHE:

Remote 911 Call
Handling System or IP
PBX

CAD System:

Tablet Command or
CAD template
Document

Power and Critical Infrastructure:

Separate Facility with backhaul
connectivity, backup power and
space for 911 Operations

CONFIRE

Emergency:

Method of last resort. Both Valley and Desert Locations are NOT available – **Alternate Location**

Item 10.

LMR:

Consolettes or IP
Talkgroups

911 System and CHE:

Remote 911 Call
Handling System or IP
PBX

CAD System:

Tablet Command or
CAD template
Document

Power and Critical Infrastructure:

Separate Facility with backhaul
connectivity, backup power and
space for 911 Operations

911 CHE and Systems – Vulnerabilities

Vulnerability	Risk	Mitigation (Short Term / Long Term)
Legacy 911 System	High	Implement PACE Plan / NG 911
Copper Based Admin Lines	High	Install IP PBX to augment Admin lines
911 CHE System	High	Finish Hosted Configuration / Cloud CHE
Legacy 911 lines	High	Finish install of 911 lines at Desert Location
Alternate Location Limits	Medium	Install IP PBX / NG 911 and Cloud CHE
911 CHE High Call Volume	Medium	Consider AI for high call volumes & Admin lines

Thank You!

Questions?

budge@emergtechconsulting.com

mark@emergtechconsulting.com

**CONFIRE**

STAFF REPORT

DATE: July 22, 2025

FROM: Nathan Cooke, Interim Director

BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

**SUBJECT: Valley Communications Center Lease Agreement -
Amendment**

Recommendation

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

Background Information

The Board of Directors (BOD) in its meeting on September 24, 2024, authorized the Interim Director to approve and execute the lease agreement for the VCC with the County of San Bernardino.

The highlights of the lease agreement included the following original terms:

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

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

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

Fiscal Impact

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

The monthly lease payments for the office and rack space will be paid out of Operations Fund 5008. It is estimated that the costs for the first year will be \$289,266. The current annual costs for the Rialto dispatch facility and Fire Station-204 are \$114,971. The annual increase will be \$174,295 and was included in the Operations Fund (5008) budget.

Attachments

- Real Estate Services Department (RESA) agreement

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



Contract Number

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Consolidated Fire Agencies
Contractor Representative	Nathan Cooke
Telephone Number	909-356-2377
Contract Term	Projected 6/1/2028 – 5/31/2047
Original Contract Amount	0.00
Amendment Amount	0.00
Total Contract Amount	\$10,442,358.92
Cost Center	7810001000
GRC/PROJ/JOB No.	
Internal Order No.	

Briefly describe the general nature of the contract:

This Lease Agreement is for a period of twenty (20) years with one (1) five-year option to extend the term of the lease. Leased premises consist of approximately 18,652 square feet of office space within a portion of the County-owned Valley Communication Center to be located on APN's 027926117 (portion), 027927120 (portion), 027927117 (portion), and 027927116 (portion) in San Bernardino. County shall provide all interior and exterior maintenance, subject to reimbursement by TENANT in accordance with the Lease. CONFIRE agrees to make a one-time \$2,000,000 prepayment to the County, prior to occupying the premises.

FOR COUNTY USE ONLY

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

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

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

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

TERM OF LEASE: Twenty (20) years

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

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

REVENUE PER YEAR: \$347,459.76

COUNTY CONTRACT NUMBER:

DOCUMENT REVISION DATE: July/2024

DATE TYPED: _____

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EXHIBIT "A" – Premises

EXHIBIT "B" – LIST OF FORMER COUNTY OFFICIALS

LEASE AGREEMENT

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

2. **PREMISES LEASED:** COUNTY leases to TENANT and TENANT leases from COUNTY approximately 18,652 square feet of office space within a portion of the County-owned Valley Communication Center to be located on APN#'s 027926117 (portion), 027927120 (portion), 027927117 (portion), and 027927116 (portion) in San Bernardino ("Property"), as the Premises is shown in Exhibit "A", Premises Depiction. Along with the Premises, TENANT shall have non-exclusive, shared use of the parking spaces, and nine (9) communication rack spaces located at the Property.

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

4. **RENT:**

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

(i) Office Rent;

	Office Space Rental Schedule		
	PSF/MO	Monthly	Annual
Year 1	\$ 1.17	\$ 21,822.84	\$ 261,874.08
Year 2	\$ 1.19	\$ 22,259.30	\$ 267,111.56
Year 3	\$ 1.22	\$ 22,704.48	\$ 272,453.79
Year 4	\$ 1.24	\$ 23,158.57	\$ 277,902.87
Year 5	\$ 1.27	\$ 23,621.74	\$ 283,460.93
Year 6	\$ 1.29	\$ 24,094.18	\$ 289,130.14
Year 7	\$ 1.32	\$ 24,576.06	\$ 294,912.75
Year 8	\$ 1.34	\$ 25,067.58	\$ 300,811.00
Year 9	\$ 1.37	\$ 25,568.94	\$ 306,827.22
Year 10	\$ 1.40	\$ 26,080.31	\$ 312,963.77
Year 11	\$ 1.43	\$ 26,601.92	\$ 319,223.04
Year 12	\$ 1.45	\$ 27,133.96	\$ 325,607.50
Year 13	\$ 1.48	\$ 27,676.64	\$ 332,119.65
Year 14	\$ 1.51	\$ 28,230.17	\$ 338,762.05
Year 15	\$ 1.54	\$ 28,794.77	\$ 345,537.29
Year 16	\$ 1.57	\$ 29,370.67	\$ 352,448.03
Year 17	\$ 1.61	\$ 29,958.08	\$ 359,496.99
Year 18	\$ 1.64	\$ 30,557.24	\$ 366,686.93
Year 19	\$ 1.67	\$ 31,168.39	\$ 374,020.67
Year 20	\$ 1.70	\$ 31,791.76	\$ 381,501.09

(ii) Rack Space;

Rack Space Rental Schedule		
(9) Rack Spaces; \$732.46 Per Space		
	Monthly	Annual
Year 1	\$7,132.14	\$85,585.68
Year 2	\$7,274.78	\$87,297.39
Year 3	\$7,420.28	\$89,043.34
Year 4	\$7,568.68	\$90,824.21
Year 5	\$7,720.06	\$92,640.69
Year 6	\$7,874.46	\$94,493.51
Year 7	\$8,031.95	\$96,383.38
Year 8	\$8,192.59	\$98,311.04
Year 9	\$8,356.44	\$100,277.26
Year 10	\$8,523.57	\$102,282.81
Year 11	\$8,694.04	\$104,328.47
Year 12	\$8,867.92	\$106,415.04
Year 13	\$9,045.28	\$108,543.34
Year 14	\$9,226.18	\$110,714.20
Year 15	\$9,410.71	\$112,928.49
Year 16	\$9,598.92	\$115,187.06
Year 17	\$9,790.90	\$117,490.80
Year 18	\$9,986.72	\$119,840.61
Year 19	\$10,186.45	\$122,237.43
Year 20	\$10,390.18	\$124,682.17

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

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

b. TENANT agrees to make a one-time lump sum payment of \$2,000,000 due upon the Commencement Date as a rent contribution in support of the agreed rental rate in this Paragraph 4. RENT; (a).

c. The monthly rent set forth in Paragraph 4.a. shall be subject to a 2% increase on each anniversary of the Commencement Date during the initial term.

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

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

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

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

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

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

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

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

12. **MAINTENANCE:**

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

- (1) The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof;
- (2) The electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;
- (3) Window frames, gutters, and downspouts on the building and other improvements that are a part of the Premises;
- (4) Air conditioner, heating and ventilating systems servicing the Premises (additionally, air conditioning and heating filters are to be changed quarterly);
- (5) The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora, and;
- (6) Interior maintenance and janitorial services.

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

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

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

14. **FIXTURES:** TENANT shall have the right during the Term(s) of this lease to install shelving and fixtures, and make interior, non-structural improvements or alterations in the Premises. Such shelving, fixtures, improvements, and alterations shall remain the property of the TENANT and may be removed by the TENANT during the Term(s) of this lease or within a reasonable time thereafter, provided that the TENANT restores the Premises to the condition as it existed at the commencement of this lease, reasonable wear and tear excluded, or the TENANT in its sole discretion may elect to surrender all or any part of such shelving, fixture, improvements and alterations to the COUNTY, in

which case TENANT shall have no duty to restore the Premises. Any such election to surrender must be in writing and accepted by COUNTY to be effective.

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

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

17. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

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

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

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

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

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

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

(2) **Commercial/General Liability Insurance** – The TENANT shall carry General Liability Insurance covering all operations performed by or on behalf of the TENANT providing coverage for bodily injury and property damage with a combined single limit of

not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

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

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

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

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

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

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

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

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

g. Proof of Coverage – The TENANT shall furnish Certificates of Insurance to the San Bernardino County Real Estate Services Department (RESO) administering the lease evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RESO, and TENANT shall maintain such insurance from the time TENANT commences use under the lease hereunder until the end of the period of the lease. Within fifteen (15) days of the commencement of this contract, the TENANT shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

h. Acceptability of Insurance Carrier – Unless otherwise approved by the COUNTY Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

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

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

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

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

k. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with TENANT in TENANT’s operations.

l. The TENANT agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of this lease to provide insurance covering such use with the basic requirements and naming the COUNTY as additional insured. LICENSEE agrees to monitor

and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

18. **DESTRUCTION OF PREMISES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **WAIVERS:** No waiver by either party of any provisions of this lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

23. **AMENDMENTS:** No provision of this lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this lease.

24. **SUCCESSORS:** This lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

25. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this lease or any other portion thereof.

26. **TIME OF ESSENCE:** Time is of the essence of each provision of this lease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

27. **QUIET ENJOYMENT:** Subject to the provisions of this Lease and conditioned upon performance of all the provisions to be performed by TENANT hereunder, COUNTY shall secure to TENANT during the lease Term of this Lease the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.

28. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

29. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold or delay such consent or approval.

30. **EXHIBITS:** All exhibits referred to are attached to this lease and incorporated by reference.

31. **LAW:** This lease shall be construed and interpreted in accordance with the laws of the State of California.

32. **RESERVED:**

33. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under **Paragraph 16, INDEMNIFICATION.**

34. **VENUE:** The parties acknowledge and agree that this lease was entered into and intended to be performed in the Superior Court of the State of California, County of San Bernardino, San Bernardino District. The parties agree that the venue for any action or claim brought by any party to this lease will be San Bernardino County. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this lease is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, County of San Bernardino, San Bernardino District.

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

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

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

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

39. **RESERVED.**

40. **ASSIGNMENT AND SUBLETTING:**

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

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

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

(3) If TENANT is a corporation, any dissolution, merger, consolidation, or other reorganization of TENANT, or the sale or other transfer of a controlling percentage of the capital stock of TENANT, or the sale of more than fifty percent (50%) of the value of the assets of TENANT, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of TENANT's capital stock issued, outstanding, and entitled to vote for the election of directors. This paragraph shall not apply to corporations the stock of which is traded through an exchange or over the counter.

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

obligations under this lease; except that, until the occurrence of an act of default by TENANT, TENANT shall have the right to collect such rent.

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

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

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

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

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

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

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

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

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

41. **TERMINATION:** COUNTY may terminate this lease at any time following year eighteen (18) from the Commencement Date, unless earlier terminated as provided in this Lease by giving TENANT a twenty-four (24) month prior notice of the termination.

42. **FORMER COUNTY OFFICIALS:** TENANT agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent TENANT. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of TENANT. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group

head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "B", List of Former County Officials.)

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

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

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

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

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

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

(3) TENANT's failure to make any payment of monthly rent, or any other monetary payment required to be made by TENANT hereunder as and when due, the failure of TENANT to provide COUNTY with reasonable evidence of insurance or surety bond required under this lease, or TENANT's failure to fulfill any obligation under this lease which endangers or threatens life or property, where such failure continues for a period of three (3) days, or such reasonable time as agreed by COUNTY, following written notice thereof by or on behalf of COUNTY to TENANT.

(4) The failure by TENANT to provide COUNTY with reasonable written evidence (in duly executed original form, if applicable) of any documentation or information

which COUNTY may reasonably require of TENANT under the terms of this lease, where any such failure continues for a period of ten (10) days following written notice by or on behalf of COUNTY to TENANT.

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

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

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

b. Remedies.

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

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

(a) Terminate TENANT's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate, and TENANT shall immediately surrender possession of the Premises to COUNTY. In such event COUNTY shall be entitled to recover from TENANT: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the TENANT proves could have been reasonably avoided; (iii) the worth at the time of award

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

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

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

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

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

(b) **Tenant's Personal Property.** Immediately upon termination of this lease, TENANT covenants and agrees to remove all of TENANT's personal property, machinery or fixtures from the Premises. If TENANT fails to remove any such personal property, COUNTY may remove such personal property and place the same in storage at the expense of TENANT and without liability to COUNTY for losses. TENANT agrees to pay COUNTY for all expenses incurred by COUNTY in connection with the removal, and storage charges of TENANT's personal property, including attorney's fees and court costs. Alternatively, COUNTY may at its option and on not less than ten (10) days written notice to TENANT sell all or any part of said personal property at public or private sale for such prices as COUNTY may obtain. COUNTY shall apply the proceeds of any such sale

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

46. **RESERVED**

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

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

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

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

END OF LEASE TERMS.

SAN BERNARDINO COUNTY

By: _____
 Dawn Rowe, Chair
 Board of Supervisors

Date: _____

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

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By: _____
 Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
 San Bernardino County, California

By: _____
 John Tubbs II, Deputy County Counsel

Date: _____

CONSOLIDATED FIRE AGENCIES

By: _____
 Nathan Cooke

Title: _____

Date: _____

By: _____
 (name)

Title: _____

Date: _____

EXHIBIT "A"

Premises

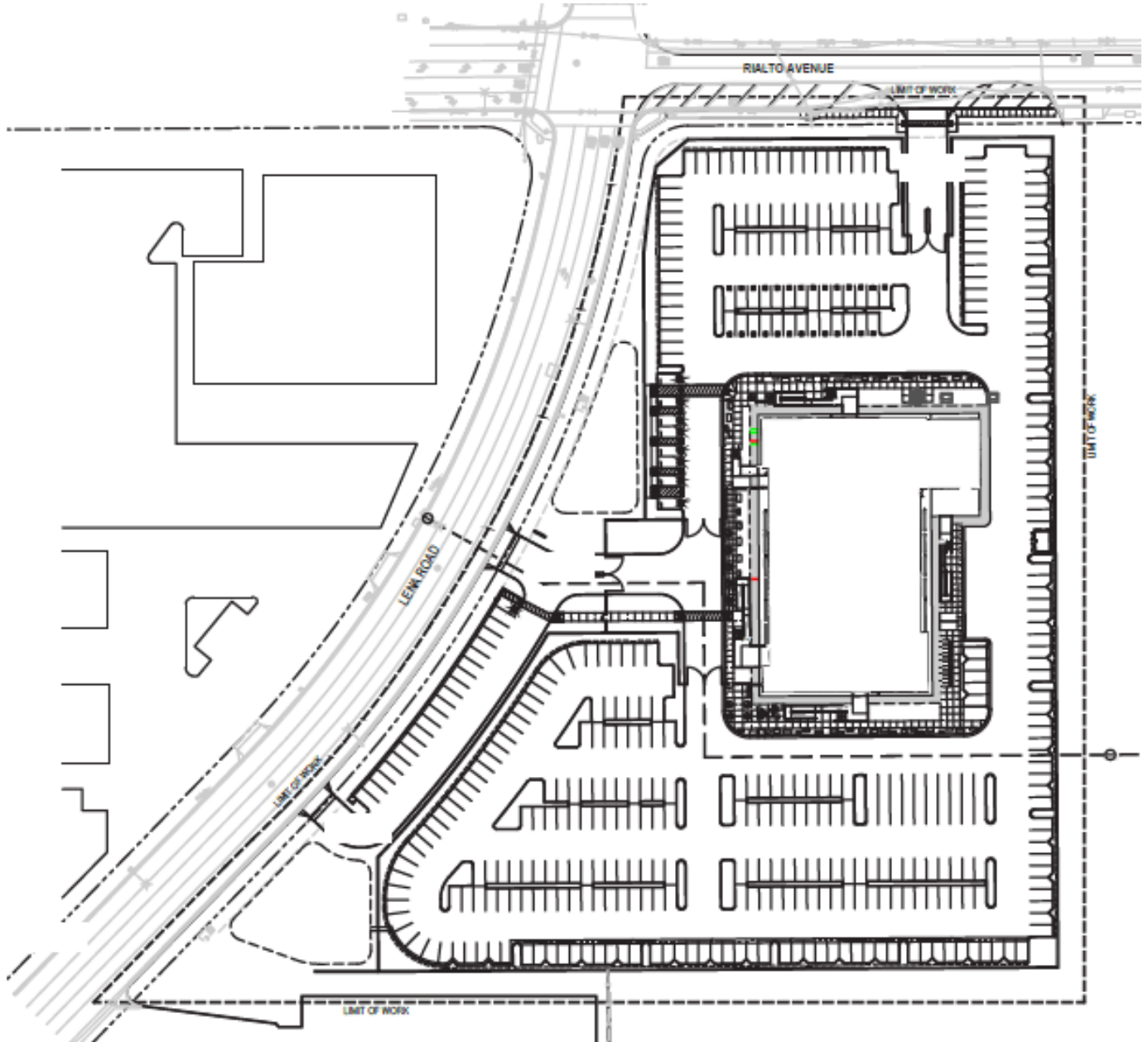


EXHIBIT "B"
LIST OF FORMER COUNTY OFFICIALS

**CONFIRE**

STAFF REPORT

DATE: July 22, 2025

FROM: Nathan Cooke
Interim Director

BY: Mike Bell
Project Coordinator

TO: Administrative Committee

SUBJECT: Revision of Admin Policy 3.001 Public Access to CONFIRE Records

Recommendation

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

Background Information

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

This policy establishes CONFIRE as the custodian of record for all the records produced, stored and maintained by CONFIRE. (See CONFIRE Administrative Policy 1.004 Appendix A – “Records Retention Schedule”). It also establishes that CONFIRE “retains” certain incident-related records on behalf of its Member and Contract Agencies. This mainly includes Incident information stored in the computer-Aided dispatch (CAD) system, and recorded emergency-related radio and voice data stored on CONFIRE systems.

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

the purview of the Member and Contract Agencies as noted earlier. The policy provides guidance for this distinction.

CONFIRE will develop internal policies and guidelines to carry out the release of public records upon properly submitted requests. This will include a web-based publicly accessible portal for submitting tracking these requests. Agencies will also be directed to this portal to submit requests that originate within their agency that may require CONFIRE engagement.

This policy has been reviewed and approved by CONFIRE legal counsel.

Fiscal Impacts

There are no direct fiscal impacts from this policy revision. CONFIRE has procured web-based solutions to improve its management and tracking of such requests. These are add-on subscriptions to existing administrative solutions CONFIRE had previously procured and has used for several years to manage and make public on the CONFIRE website Admin Committee and Board of Directors activities.

Attachments:

AP 3.001 Public Access to CONFIRE Records (7.22.25)

AP 1.004 Appendix A – “Records Retention Schedule”

CONSOLIDATED FIRE AGENCIES MANUAL OF ADMINISTRATIVE COMMITTEE POLICIES

POLICY: **AP 3.001**

TITLE: **Public Access to CONFIRE Records**

ADOPTED: **[10.26.21]**

REVISED: **[07.22.25] DRAFT**

Reference:

California Public Records Act “CPRA” - Government Code Sections 7920-7931
CONFIRE Administrative Policy 1.004 Appendix A – “Records Retention Schedule”

Definitions:

“Custodian of Record”: A custodian of records is an individual or entity responsible for maintaining, storing, and managing records, ensuring their security and accessibility, and responding to requests for information.

"Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. (Gov Code 7920.530(a).)

"Writing" means any handwriting, typewriting, printing, photo stating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Gov Code 7920.545.)

Introduction

The Administrative Committee recognizes the right of citizens to access records of CONFIRE pursuant to provisions of the California Public Records Act and other state or federal laws. The Director, or his/her designee is directed to permit access to the public records of CONFIRE, excepting those records that the law permits or requires CONFIRE to withhold from public disclosure. CONFIRE is not required to provide records or reports it does not produce or maintain as a normal course of business.

CONFIRE will develop and maintain a system for complying with properly submitted Public Records Requests and retain the records of such requests as required by statute.

CONFIRE Records

Records produced and/or retained by CONFIRE which are listed in the current version of the CONFIRE Administration Committee Record Retention Policy (AP 1.004) Appendix A – Record Retention Schedule.

Member and Contracting Agency Records

Records produced by CONFIRE and its personnel when acting as an agent for a Member Agency or Contracting Agency which are retained within CONFIRE operated and maintained records management systems are the property of the assisted Member Agency or Contracting Agency. These include written and recorded incident reports, 9-1-1 calls and radio communications. CONFIRE acts as the custodian of record on behalf of its Member and Contracting Agencies for these records. Except as required by law, CONFIRE shall not disclose such records to the public without the prior consent of the affected Member Agency or Contracting Agency.

The request may originate with the agency or CONFIRE, however prior to release of the records CONFIRE will attempt to gain the approval of the release of the record from the affected agency. If the agency does not respond within the timeframe required, CONFIRE may release the record before the compliance deadline without Agency approval.

Records may be redacted according to exemptions permitted by the Public Records Act and other statutes regarding the release of personal information (HIPAA etc.).

Justification for Withholding of Records

CONFIRE must justify withholding any record by demonstrating that the record in question is exempt under express provisions of the CPRA, or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record. (Gov Code 7922.000.)

Examples of such exemptions applicable to CONFIRE:

- A record (address, phone, name etc of callers) obtained pursuant to paragraph (2) of subdivision (f) of Section 2891.1 of the Public Utilities Code. (Gov Code 7923.700.)
- Records pertaining to pending litigation to which CONFIRE or a Member/Contracting Agency is a party. (Gov Code 7927.200 (a).)
- Documents protected by the deliberative process privilege. (Gov. Code 7928.410; *Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325.)
- Preliminary drafts, notes, or interagency or intra-agency memoranda not retained by the CONFIRE in the ordinary course of business, if the interest in withholding the records clearly outweighs the public interest in disclosure. (Gov. Code 7927.500.)
- The CPRA does not require disclosure of the home addresses, home telephone numbers, personal cellular telephone numbers, and birthdates of all employees of a public agency. (Gov Code 7928.300.)

- Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy. (Gov Code 7927.700.)

Records Readily Accessible via the CONFIRE Website (www.confire.org):

Board of Directors and Administrative Committee Meeting Agendas and Minutes

Catalog of Enterprise Systems (**SB 272, Gov Code 7922.700-7922.725**)

Annual Budget

Audits

Annual Financial Statements

Selected Policies

**Appendix A to
CONFIRE Administrative Committee Policy 1.004 – Record Retention**

Records Retention Schedule

Retention Key:

AU = Audit
S = Supersede

P = Permanent
L = Life

CL=Closed/Completion
T = Terminated

CU=Current Year

Department	Records Series	Retention	Description
Administration			
	Administration Files	2 years	
	Agreements – Executed	P	
	Audio Tapes – Board Meetings	1	
	Agenda – Board	3	
	Approved Minutes – Board	P	
	Subpoenas	2 years	
	Board Package Files	5 years	
	Union Elections	7 years	
	Tort Claims / Liability Claims	CL + 5 years	
	Master Contracts / Agreements	P	
	Official Reports Generated for Board	P	
	Policies and Procedures	S + 2 years	
	Press Releases	2 years	
	Vehicle Files (includes Pool Cars)	S + 2 years	
	Workplace Safety Inspections	2 years	
Building			
	All Construction finals	P	
	Building Permits w/ Inspection	P	
	Building Permits w/o Inspections	CL + 2 years	
	Fire Sprinkler Test	5 years	
	Card Key Records	1 year	
Dispatch			
	Reports <ul style="list-style-type: none"> Incident Reports Dispatch Calls 	5 years	
	Audio Recordings <ul style="list-style-type: none"> 911 Calls Emergency Radio 	2 years 2 years	

Department	Records Series	Retention	Description
	Dispatch, Telephone, 911 Calls Printout and Tapes	2 years	
	Radio Logs	7 years	
	EMD Quality Assurance Audits	2 years	
Finance			
Budget			
	Budgets	AU + 4 years	Includes budget preparation work papers, revisions, final and amended budgets.
Disbursements			
	Purchase Requisitions	AU + 1 year	
	Purchase Orders	AU + 4 years	
	Service Orders / Authorizations	AU + 4 years	
	Vendor Information	Active, AU + 1 year	
	Bids and Proposals – Successful	AU + 5 years	
	Bids and Proposals – Unsuccessful	CU + 2 years	
	Invoices / Credit Memos / Disputes	AU + 4 years	
Receipts			
	Deposit Records	AU + 4 years	
	Billing Records	AU + 4 years	Includes credit memos, reimbursements, and assessments.
Accounting			
	Expense Reports	AU + 1 year	
	Annual Financial Statements	AU + 7 years	
	Internal / External Audit Reports	AU + 7 years	
	Federal and State Tax Filings	P	
	Bonds	CL + 10 yrs	
	Grants	Active + 2 years , AU + 1 year	
	Grant Applications	CL + 1 year	
	Investment Transactions	P	
	Bank Reconciliations	AU + 5 years	
	General Ledger	P	

Department	Records Series	Retention	Description
	Journal Entries	AU + 4 year	Including supporting documentation.
	Unclaimed Property Research / Investigative Files	CL + 6 years	
	Delegation of Authority and Signature Records	S + 6 years	
Fixed Assets			
	Leases	Active, AU + 1 year	
	Hardware / Software Documentation	Active, S	
	Asset Records	L, AU + 4 yrs	Reflects purchase date, costs, asset number and description
	Additions / Disposals	L, AU + 4 yrs	
	Asset Ownership and Title	L	Includes title transfers when sold
Human Resources			
	Benefits Files	5 years	May include dental, disability, education, health, life and vision including dependent care
	Bargaining Units	10 years	
	Classification/Salary Plan	S + 2 years	Includes classification, wage rates
	Employee Medical Files	P	
	Employee Personnel Files	CL + 5 years	
	Labor Relations	2 years	
	Memoranda of Understanding	P	
	Personnel Board Findings / Opinions / Decisions	P	
	Personnel Board Documents	2 years	
	Personnel Rules	P	
	Recruitment	CU+ 3 years	
	Volunteer Files	2 years	
Information Technology			
	IT Inventory Records	Life of Equip + 2 years	
	Standard Operating Procedures	3 years	
	System Backup Files / Type Library / Digital Snapshot	3 mos.	
	System Log File (Mission Critical / External Agencies)	2 years	

Department	Records Series	Retention	Description
	System Log Files (Non-essential / PC Level)	3 mos.	
Payroll			
	Retirement Records and Calculations	P	
	Salary Records	T + 6 years	
	Payroll Register	P	
	Adjustments	AU + 6 years	
	Employee Time Sheets	AU + 6 years	
	Payroll Authorizations	T + 6 years	
Risk Management			
	CAL OSHA Inspection & Citations	P	
	Employee Training Records	10 years	
	Insurance Certificates	P	
	Workers Compensation	P	Claim Files, Reports, Incidents (working files) originals filed with HR Administrator
	Medical Leave	CL + 30 yrs	
Safety			
	MSDS Sheets	P	