



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JUNE 24, 2025 – 1:00 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, June 24, 2025 in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

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

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

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

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

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

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT ITEMS

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

- [1.](#) Approve the 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 911 Call Processing Time Analysis May 2025
- [8.](#) CONFIRE ECNS Report May 2025
- [9.](#) Data Consulting Agreement Renewal - Mat Fratus Consulting
- [10.](#) Agency Contract Renewals

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

SUBSIDIARY COMMITTEE REPORTS

- a. EMS Sub-Committee Update - Chief Barna

OLD BUSINESS

11. Future of Executive Director Position - Nathan Cooke/Chief Williams - **ACTION ITEM**

ROUND TABLE

CLOSED SESSION

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

ADJOURNMENT

Upcoming Meetings:

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

POSTING:

This is to certify that on June 18, 2025, I posted a copy of the agenda:

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

/s/ Liz Berry

Liz Berry
Clerk of the Board



JOINT MEETING OF THE CONFIRE BOARD OF DIRECTORS AND

ADMINISTRATIVE COMMITTEE

TUESDAY, MAY 27, 2025 – 1:30 P.M.

LOMA LINDA-EOC, 25541 BARTON RD., LOMA LINDA

MINUTES

ROLL CALL

BOARD OF DIRECTORS:

Madam Chair – Lynne Kennedy – City of Rancho Cucamonga
Vice Chair – Phill Dupper – City of Loma Linda - *Absent*
Dan Leary, Director – Apple Valley Fire Protection District
Mike Kreeger, Director – Chino Valley Fire District
David Toro, Director – City of Colton
Marc Shaw, Director – City of Redlands
Andy Carrizales, Director – City of Rialto
Joe Baca, Jr., Director – San Bernardino County
Elizabeth Becerra, Director – City of Victorville

ADMINISTRATIVE COMMITTEE MEMBERS:

Chair – Chief Dan Harker, Loma Linda Fire Department
Vice Chair – Chief Rich Sessler, Redlands Fire Department
Chief Buddy Peratt, Apple Valley Fire Protection District
Chief Dave Williams, Chino Valley Fire District - *Absent*
Chief Ray Bruno, Colton Fire Department
Chief Mike McCliman, Rancho Cucamonga Fire Department
Chief Brian Park, Rialto Fire Department
Chief Bertral Washington, San Bernardino County Fire
Chief Bobby Clemmer, Victorville Fire Department

CALL TO ORDER

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

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

Director Joe Baca Jr. recused himself from Closed Session.

BOARD OF DIRECTORS CONSENT ITEMS

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

1. Approve the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee Minutes of February 25, 2025
2. CONFIRE Operations Statement as of April 30, 2025
3. Fund Balance Report as of April 30, 2025
4. YTD Call Summary
5. YTD Answer Time
6. Billable Incidents
7. CONFIRE 911 Call Processing Time Analysis – April 2025
8. ECNS Report April 2025
9. Acceptance of UASI 2023 Grant Funds – Mike Bell

ACTION REQUEST: The Administrative Committee requests the Board accept and approve consent items 1 thru 9.

ACTION: *The CONFIRE Board of Directors accepts and approves consent items 1 thru 9.*

Motion by: *Joe Baca Jr.*

Second: *Andy Carrizales*

Lynne Kennedy – Yes

Phill Dupper – Absent

Dan Leary – Yes

Mike Kreeger - Yes

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1 – *Phill Dupper*

Motion Approved

DIRECTOR UPDATE – CONFIRE Director to give an update on the various activities within CONFIRE.

- *Thank you to the City of Redlands, Chief Sessler, and Redlands City Council for the use of office space in Redlands for the better part of a year, much appreciated.*
- *The Valley Communications Center is on schedule to be completed at the end of the year.*
- *Alix Anderson awarded Dispatcher of the Year by both APCO and EMSA.*
- *Tara DeNunzio received runner up for Supervisor of the Year from APCO.*
- *Barstow Fire Department is very interested in becoming a member of CONFIRE, we are currently working with their staff on a potential partnership.*
- *Briefly updated the group on a recent 911 outage due to local underground construction.*

NEW BUSINESS

10. FY 2023-2024 Audited Financial Statements – Damian Parsons – **ACTION ITEM**

ACTION REQUEST: Accept the CONFIRE Financial Statements with Independent Auditor's Report as of June 30, 2024.

ACTION: *The CONFIRE Board of Directors accepts the FY 2023-2024 Audited Financial Statements as presented.*

Motion by: *Joe Baca Jr.*

Second: *Dan Leary*

Lynne Kennedy – Yes

Phill Dupper – Absent

Dan Leary – Yes

Mike Kreeger - Yes

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: *8*

Noes: *0*

Abstain: *0*

Absent: *1 – Phill Dupper*

Motion Approved

11. FY 2023-2024 Fund Balance Allocation – Damian Parsons – **ACTION ITEM**

ACTION REQUEST: Approve the proposed fund balance allocation plan for budget year 2023-2024 as listed below:

Operating Fund (5008) 2023-24 Year End Fund Balance was \$3,335,344.

1. Retain \$1,765,394 to meet the Board policy of carrying a 5%-10% reserve in said fund. (BP 4.002 Adopted 4.29.2021 and Revised 1.09.2023)
2. Allocate the remaining balance of \$1,569,951 to Fund 5010 to meet the Board policy of carrying a minimum 25% reserve in its operating reserve fund. (BP 4.002 Adopted 4.29.2021 and Revised 1.09.2023).

This recommendation has no immediate impact on the proposed 2025-26 budget. The following actions will occur:

- \$1,765,394 will remain in Fund 5008
- \$1,569,951 will be transferred to Fund 5010 from Fund 5008

ACTION: *The CONFIRE Board of Directors approves the fund Balance Allocation for Budget Year 2023-2024 as presented.*

Motion by: *Joe Baca Jr.*

Second: *Elizabeth Becerra*

Lynne Kennedy – Yes

Phill Dupper – Absent

Dan Leary – Yes

Mike Kreeger - Yes

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1 – *Phill Dupper*

Motion Approved

12. FY 2024-2025 Budget Adjustments and Appropriation Requests – Damian Parsons –
ACTION ITEM

ACTION REQUEST: Approve the following 2024-25 budget adjustments for funds 5008, 5009, 5010, and 5019 as follows:

Fund Center	Commitment Item	Description	Action	Amount
8831005008	51001010	Salaries & Benefits	Decrease	\$360,000
8836005008	52002115	Software	Increase	\$360,000

Fund Center	Commitment Item	Description	Action	Amount
8836005009	52002115	Software	Increase	\$330,000
8830105009	52002116	Vehicle	Increase	\$51,717
8836005009	40909975	Use of Reserves	Increase	\$381,717

Fund Center	Commitment Item	Description	Action	Amount
8837005010	51001010	Salaries & Benefits	Decrease	\$5,000
8837005010	52002840	Medical Expense	Increase	\$5,000

Fund Center	Commitment Item	Description	Action	Amount
8830005019	52002115	Software	Increase	\$126,812
8830005019	40909975	Use of Reserves	Increase	\$126,812

By utilizing fund balances and salary savings, these recommendations and adjustments will result in no immediate additional costs for CONFIRE agencies in the remainder of budget year 2024-2025. The following budget appropriation changes will occur:

- 5008 – re-appropriate \$360,000 from Salaries and Benefits to Services and Supplies
- 5009 – utilize \$381,717 from fund balance 5009
- 5010 – re-appropriate \$5,000 from Salaries and Benefits to Services and Supplies
- 5019 – utilize \$126,812 from fund balance 5019

ACTION: *The CONFIRE Board of Directors approves the FY 2024-2025 budget adjustments as presented.*

Motion by: *Joe Baca Jr.*

Second: *Andy Carrizales*

Lynne Kennedy – Yes

Phill Dupper – Absent

Dan Leary – Yes

Mike Kreeger - Yes

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1 – *Phill Dupper*

Motion Approved

13. FY 25/26 Budget Resolution 2025-01 – Nathan Cooke – **ACTION ITEM**

ACTION REQUEST: The CONFIRE Administrative Committee requests the CONFIRE Board of Directors accept and adopt Resolution 2025-01, Adoption of Annual Budget for the Fiscal Year ending June 30, 2026.

ACTION: *The CONFIRE Board of Directors approves and adopts Resolution 2025-01, FY 25/26 budget as presented.*

Motion by: *Joe Baca Jr.*

Second: *Elizabeth Becerra*

Lynne Kennedy – Yes

Phill Dupper – Absent

Dan Leary – Yes

Mike Kreeger - Yes

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1 – *Phill Dupper*

Motion Approved

CLOSED SESSION

**The Board of Directors and Administrative Committee entered Closed Session at 2:15 p.m.*

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

*** Director Joe Baca Jr. recused himself from Closed Session.*

**The Board of Directors and Administrative Committee came out of Closed Session at 2:25 p.m.*

No reportable action from Closed Session.

ADMINISTRATIVE COMMITTEE CONSENT ITEMS

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

15. Approve Administrative Committee Minutes of April 22, 2025
16. CONFIRE Operations Statement as of April 30, 2025
17. Fund Balance Report as of April 30, 2025
18. YTD Call Summary
19. YTD Answer Time
20. Billable Incidents
21. CONFIRE 911 Call Processing Time Analysis – April 2025
22. ECNS Report April 2025

Motion to accept all items on Consent.

Motion by: *Chief Bobby Clemmer*

Second: *Chief Ray Bruno*

Ayes: *8*

No: *0*

Abstain: *0*

Absent: *1 – Chief Dave Williams*

DIRECTOR REPORT

- a. Communications Division Update – Henry Perez
 - *Hiring continues in the Communications Division.*
 - *911 outage update: New Gateway equipment/state of the art will be up and running soon.*
 - *EMS awards June 4th for Alix Anderson, being recognized as Dispatcher of the Year.*
 - *Continued focus on Leadership training.*

- *Priority Dispatch currently onsite doing EMD training.*
- *Discussion on mental health support for dispatch personnel.*
- b. Finance/Admin. Division Update – Damian Parsons
 - *Sr. Network Engineer and Payroll Specialist positions due to close on Thursday.*
- c. MIS Division Update – Blessing Ugbo
 - *Ongoing work on redundancy for the High Desert Center*
 - *Penetration testing continues, report from vendor is that CONFIRE has a clean environment. Solid protection is in place.*
- d. EMS Division Update – Chief Joe Barna
 - *Still in litigation, no changes.*

SUBSIDIARY COMMITTEE REPORTS

- a. EMS Sub-Committee Update – Chief Joe Barna
 - *Discussion continues regarding the Whole Blood project. Legally CONFIRE cannot sign a contract with the blood bank, individual agencies are moving forward on signing contracts.*
 - *Cal Chiefs is requesting assistance in Chapter 1/EMS Act. Teams meeting regarding each EOA to make sure it is as accurate as possible.*

NEW BUSINESS

23. Motorola Vesta Purchase – Nathan Cooke – **ACTION ITEM**

On April 16, 2025, a contractor conducted underground boring beneath Miro Way, struck a live SCE line and a communications cable that included all San Bernardino County Sheriff and CONFIRE 9-1-1 telephone trunks. This resulted in a high voltage of 12-kilovolts to be introduced onto the 9-1-1 lines, causing severe damage, including melted wiring within the terminal box and multiple AT&T distribution boxes. Power to the entire Miro Way complex was disrupted as a result.

The gateways that provide the interface from analog phone lines to the digital Vesta system were damaged as a result. This has had a direct impact on CONFIRE operations. Full replacement of the affected gateways is essential to restore system integrity and ensure sustained operational reliability.

Motion to approve the purchase and installation of replacement gateways for the Motorola VESTA system in the amount of \$67,665.00.

Motion by: *Chief Brian Park*

Second: *Chief Mike McCliman*

Ayes: *7*

No: 0

Abstain: 0

Absent: 2, Chief Williams, Chief Clemmer

**Chief Clemmer had to leave the meeting early.*

24. Future of Executive Director Position – Nathan Cooke – **ACTION ITEM**

Chief Williams has agreed to let Nathan Cooke finish his contract thru the end of the year. He has requested that the Administrative Committee put together a small sub-committee to look at what the Executive Director position would look like if the ambulance contract does not move forward.

**This topic was tabled due to Chief Williams being absent.*

ROUND TABLE

Chief Park commended Damian Parsons and his team on the presentation of the budget.

Chief Peratt requested the meeting time be moved to 1pm.

CLOSED SESSION

**The Administrative Committee entered Closed Session at 3:00 p.m.*

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

**The Administrative Committee came out of Closed Session at 3:05 p.m.*

No reportable outcome from Closed Session.

ADJOURNMENT

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

The meeting adjourned at 3:06 p.m.

Upcoming Meetings: CONFIRE Administrative Committee – June 24, 2025
CONFIRE Board of Directors – September 23, 2025

 /s/ Liz Berry

Liz Berry
Clerk of the Board

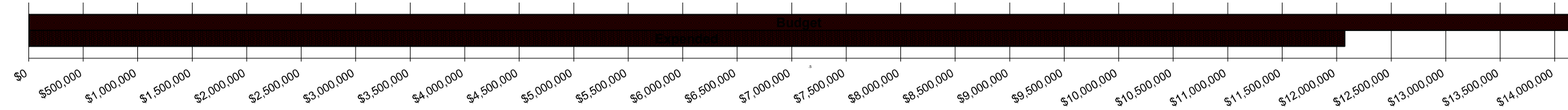


OPERATIONS FUND 5008
Unaudited MONTHLY SUMMARY FY 2024-25

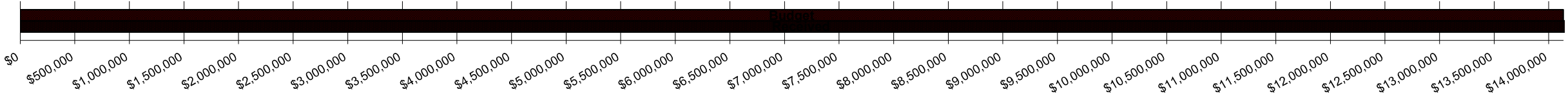
Transactions thru May 31, 2025

Item 2.

Expenditures	July	Aug	Sep	3 PP Oct	Nov	Dec	Jan	Feb	Mar	3 PP Apr	May	June	Total YTD Expended	2024/25 Budget	Bud - Exp Difference	% Used
Salary/Benefits	610,483	612,358	643,001	928,190	659,917	662,763	633,577	673,459	718,149	1,034,924	695,727	-	7,872,548	9,552,349	\$1,679,801	82.4%
Overtime/Call Back	33,883	25,201	26,202	45,021	27,461	26,483	21,129	29,437	27,352	39,940	30,138	-	332,248	45,000	-\$287,248	738.3%
Phone/Circuits/Internet	40,974	(10,033)	25,126	22,799	17,444	33,970	41,819	28,238	31,806	13,298	45,098	-	290,540	273,166	(\$17,374)	106.4%
County IS/Data Services/Counsel	114	(450)	3,491	2,641	1,293	2,093	1,293	1,293	1,453	3,461	1,853	-	18,535	59,905	\$41,370	30.9%
Radio/Pager, Console Maint	-	45,690	(11,159)	21,411	21,411	21,411	21,411	21,411	24,911	21,411	21,411	-	209,316	205,559	(\$3,757)	101.8%
Computer Software	250,088	836,272	555,398	5,446	9,673	9,081	1,867	9,682	388,898	69,385	25,493	-	2,161,282	2,362,495	\$201,213	91.5%
Computer Hardware	532	(220)	323	140	269	-	936	13	-	2,485	65	-	4,543	15,250	\$10,707	29.8%
Office Exp/Copier Lease	5,259	10,061	6,385	2,565	7,390	4,074	4,952	4,516	11,736	4,141	26,341	-	87,419	90,897	\$3,478	96.2%
Insurance/Auditing	-	252,504	-	11,636	(560)	-	-	11,450	-	7,006	129	-	282,164	302,912	\$20,748	93.2%
Payroll/HR/Medical Director	121,858	(20,769)	29,967	39,680	20,572	44,411	108,445	12,156	185,843	(47,708)	117,030	-	611,486	780,659	\$169,173	78.3%
Travel/Training	2,953	746	59	2,596	2,357	1,224	20	11,001	-	(9,029)	5,954	-	17,882	112,800	\$94,918	15.9%
Auto/Structure/Fuel	-	3,204	2,181	3,745	2,109	1,796	1,571	4,141	2,086	3,188	2,238	-	26,260	60,590	\$34,330	43.3%
Other/HDGC Rent/Equip Trans	16,434	13,233	15,226	24,950	17,040	13,984	15,923	11,610	14,005	3,112	14,235	-	159,752	274,974	\$115,222	58.1%
Total	1,082,578	1,767,796	1,296,203	1,110,821	786,376	821,289	852,943	818,407	1,406,238	1,145,613	985,712	-	12,073,976	14,136,556	\$2,062,581	85.4%
% Fiscal Year Passed																91%



Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference	% Rcvd
Services	3,556,286.22	(7,944.00)	-	3,521,213.50	-	-	-	3,554,338.00	-	3,512,769.50	-	-	14,136,663.22	14,134,213.00	(2,450.22)	1.00
Interest	48,856.31	(48,856.31)	-	46,866.10	-	-	39,736.57	-	-	33,209.61	-	-	119,812.28	-	(119,812.28)	-
Other	-	-	36,119.71	-	9,250.56	-	-	4,625.28	-	-	-	-	49,995.55	-	(49,995.55)	-
Total	3,605,143	(56,800)	36,120	3,568,080	9,251	-	39,737	3,558,963	-	3,545,979	-	-	14,306,471	14,134,213	(172,258)	1.01
% Fiscal Year Passed																91%



**CONFIRE**

Item 3.

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

Operations Fund (5008)

Unaudited Fund Balance 7/1/24		\$ 3,335,344
Revenue	14,306,489	
Expenditures	(12,073,976)	
Net		2,232,513

Board Approved 5.27.25

Transfer-to from Fund 5008 - Replenish 25%	1,569,951	
Net Transfers In/Out		(1,569,951)
Available Fund Balance		\$ 3,997,906

FY 2024-25 Operating costs 10% is \$1,413,421 Per Board Policy*Equipment Reserve Fund (5009)**

Unaudited Fund Balance 7/1/24		\$ 2,311,408
Revenue	682,904	
Expenditures	(687,280)	
Net		(4,376)
Available Fund Balance		\$ 2,307,032

General Reserve Fund (5010)

Unaudited Fund Balance 7/1/24		\$ 6,907,469
Revenue	(496,982)	
Expenditures	(780,547)	
Grant Funds Due to CAD to CAD	-	
Net		(1,277,529)
Fund Balance		5,629,940
Net Transfers In/Out		1,569,951
Total Fund Balance		\$ 7,199,891
Restricted Fund Balance		
Reserve for CIP	(3,000,000)	
Net Committed		(3,000,000)
Available Fund Balance		\$ 4,199,891

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

**CONFIRE**

Item 3.

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

Term Benefits Reserve Fund (5011)


Unaudited Fund Balance 7/1/24		\$	1,786,600
Revenue	227,243		
Expenditures	-		
	Net		227,243
	Net Transfers In/Out		-
Available Fund Balance		\$	2,013,843

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

Unaudited Fund Balance 7/1/24		\$	303,620
Revenue	372,430		
Expenditures	(225,426)		
	Net		147,004
	Net Transfers In/Out		-
Available Fund Balance		\$	450,624

Emergency Medical Service Division Enterprise Fund (5020)

Unaudited Fund Balance 7/1/24		\$	2,170,934
Revenue	1,390,753		
Expenditures	(2,802,963)		
	Net		(1,412,210)
	Net Transfers In/Out		-
Available Fund Balance		\$	758,724



Call Summary

CONFIRE/Comm Center

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

Year: 2025

From: 1/1/2025


To: 5/31/2025

Period: Month

Group: All

Call Type: Include Abandoned

Abandoned Filters:



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
2025 Totals	80299	3307	83606	3.96%	73343	4675	78018	75114	21681	547	97342	258966	123.7
2024 Totals	88628	203	88831	0.23%	57971	2017	59988	75178	27563	552	103293	252112	123.1



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2025- 5/31/2025

Agency: Fire
Affiliation:

From: 1/1/2025

To: 5/31/2025

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%							
Year to Date 2025 Total	79,076	1,864	905	1,333	297	120	11	83,606
% answer time ≤ 10 seconds	94.58%	2.23%	1.08%	1.59%	0.36%	0.14%	0.01%	100.00%
% answer time ≤ 15 seconds	96.81%							
% answer time ≤ 40 seconds	99.49%							
Year to Date 2024 Total	83,271	2,125	1,051	1,666	487	218	13	88,831
% answer time ≤ 10 seconds	93.74%	2.39%	1.18%	1.88%	0.55%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	96.13%							
% answer time ≤ 40 seconds	99.19%							

CONFIRE Billable Incidents

Period: 01/01/2025 thru 05/31/2025

Jurisdiction	# of Incidents	% of Total
San Bernardino County	56,454	53.28%
VictorvilleFD	10,368	9.79%
RanchoCucamonga	8,165	7.71%
ChinoValleyFD	5,760	5.44%
AppleValley	5,379	5.08%
Rialto	4,896	4.62%
Redlands	4,653	4.39%
Colton	3,247	3.06%
MontclairFD	2,138	2.02%
Loma Linda	2,016	1.90%
Big Bear Fire	1,434	1.35%
San Manuel FD	998	0.94%
Running Springs	253	0.24%
Baker Ambulance	187	0.18%
Confire EMS	3	0.00%
Total	105,951	100%

BDC Division	# of Incidents	% of Total
East Valley	19,628	34.77%
Fontana	9,125	16.16%
Valley	7,670	13.59%
Hesperia	5,504	9.75%
North Desert	5,076	8.99%
South Desert	5,076	8.99%
Adelanto	2,362	4.18%
Mountain	2,013	3.57%
Total	56,454	100%

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CONFIRE 911 Call Processing Time Analysis

May 2025



May 2025

Contents

Call Answering Time from Primary PSAP	2
Emergency Call Processing.....	3
<i>EMS Call Processing</i>	3
Fire/Rescue Related Calls	6

Figures

Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.	2
Figure 2: CONFIE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECATS Reporting System.....	3
Figure 3: EMS Call Pickup to First Unit Assigned. Includes all Emergency Call Types, and Calls With and Without Determinant Codes.	4
Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.	4
Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.	5
Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.....	5
Figure 7: Fire/Rescue Call Pickup to First Unit Assigned.	6
Figure 8: Fire/Rescue Call Pickup to Queue.	6
Figure 9: Fire/Rescue Queue to First Unit Assigned.....	7

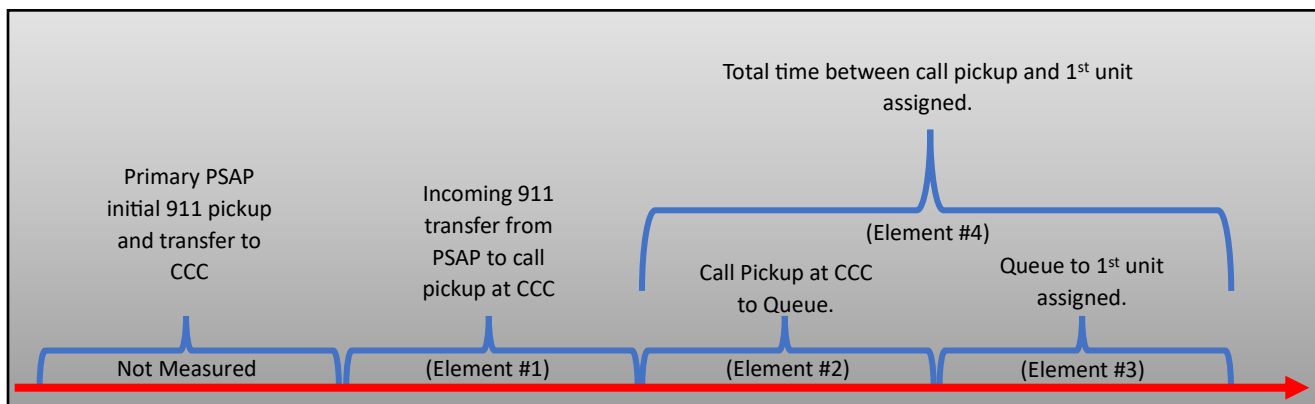
CONFIRE Emergency Call Processing Times.

May 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.

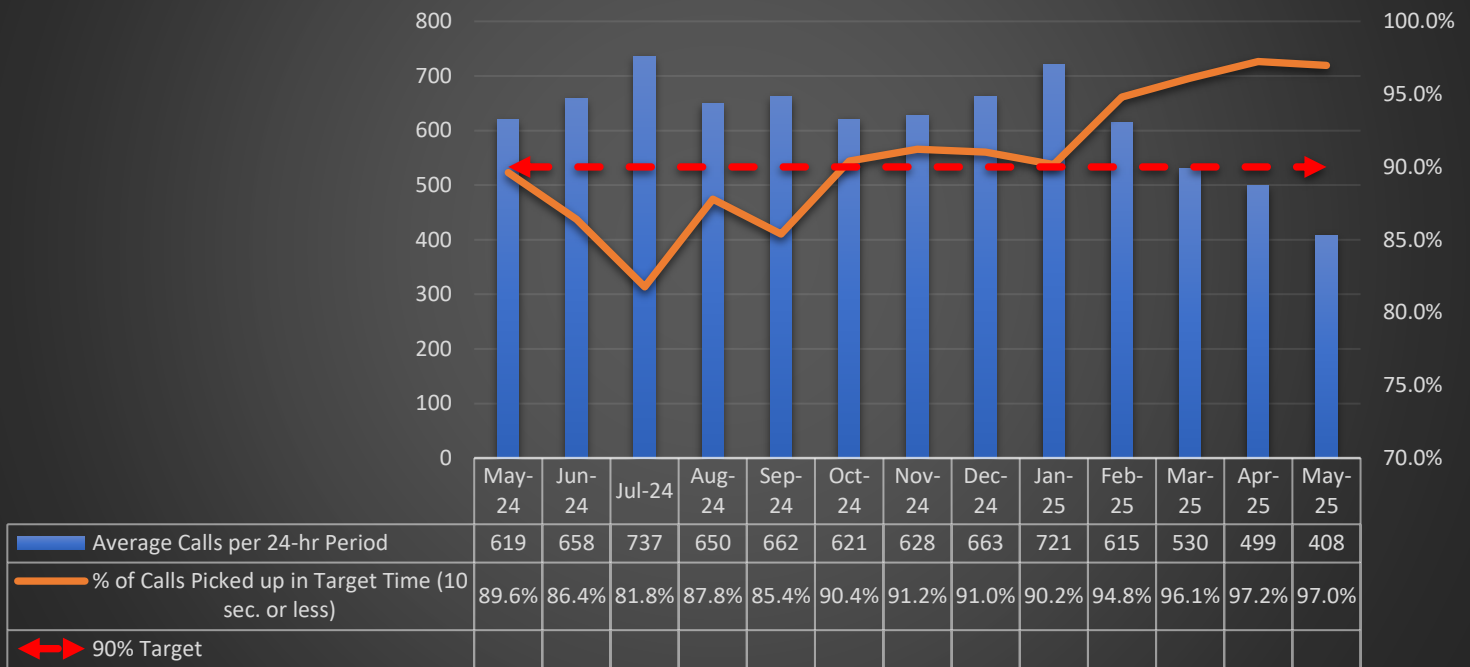


Call Answering Time from Primary PSAP

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

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



NOTE: Call volume in May was low due to 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.

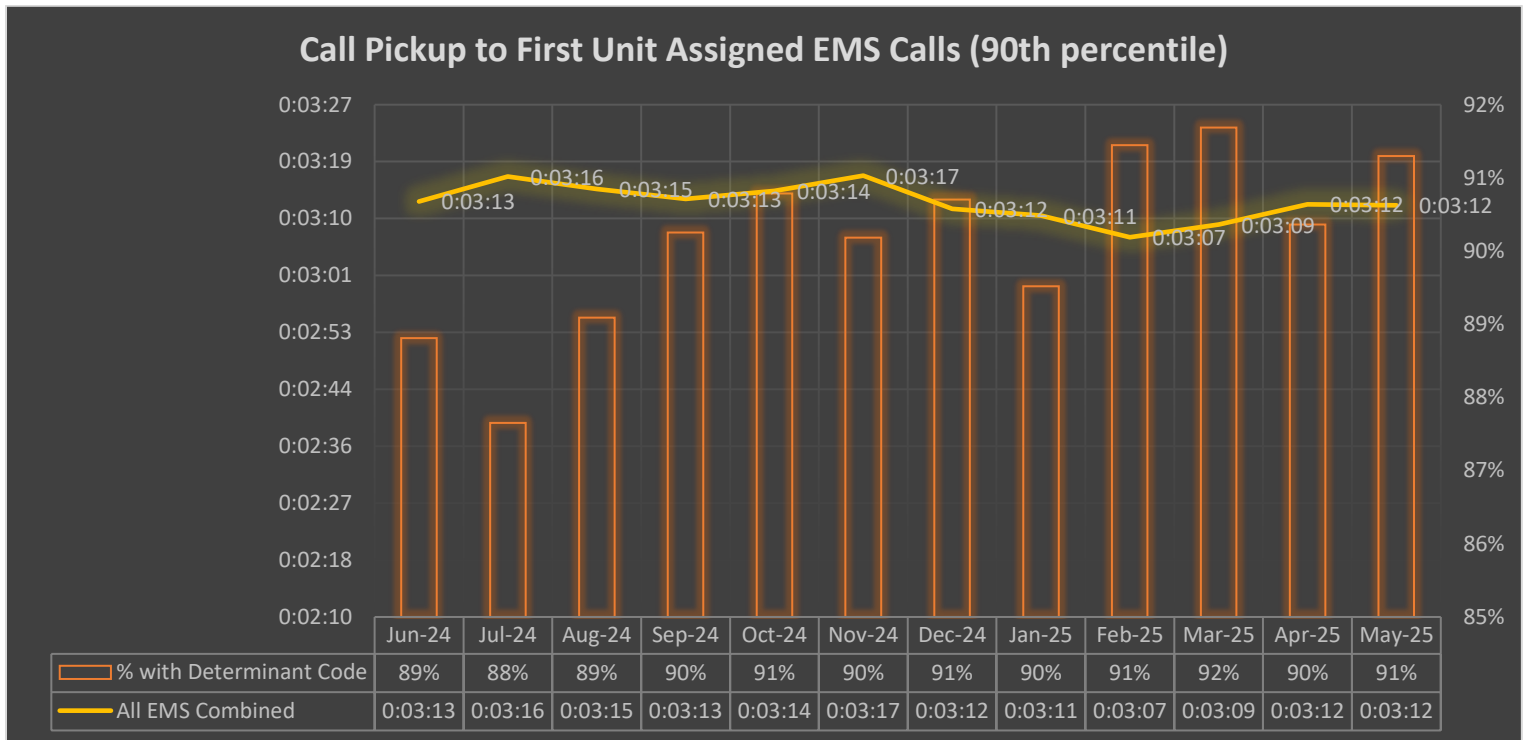


Figure 4: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

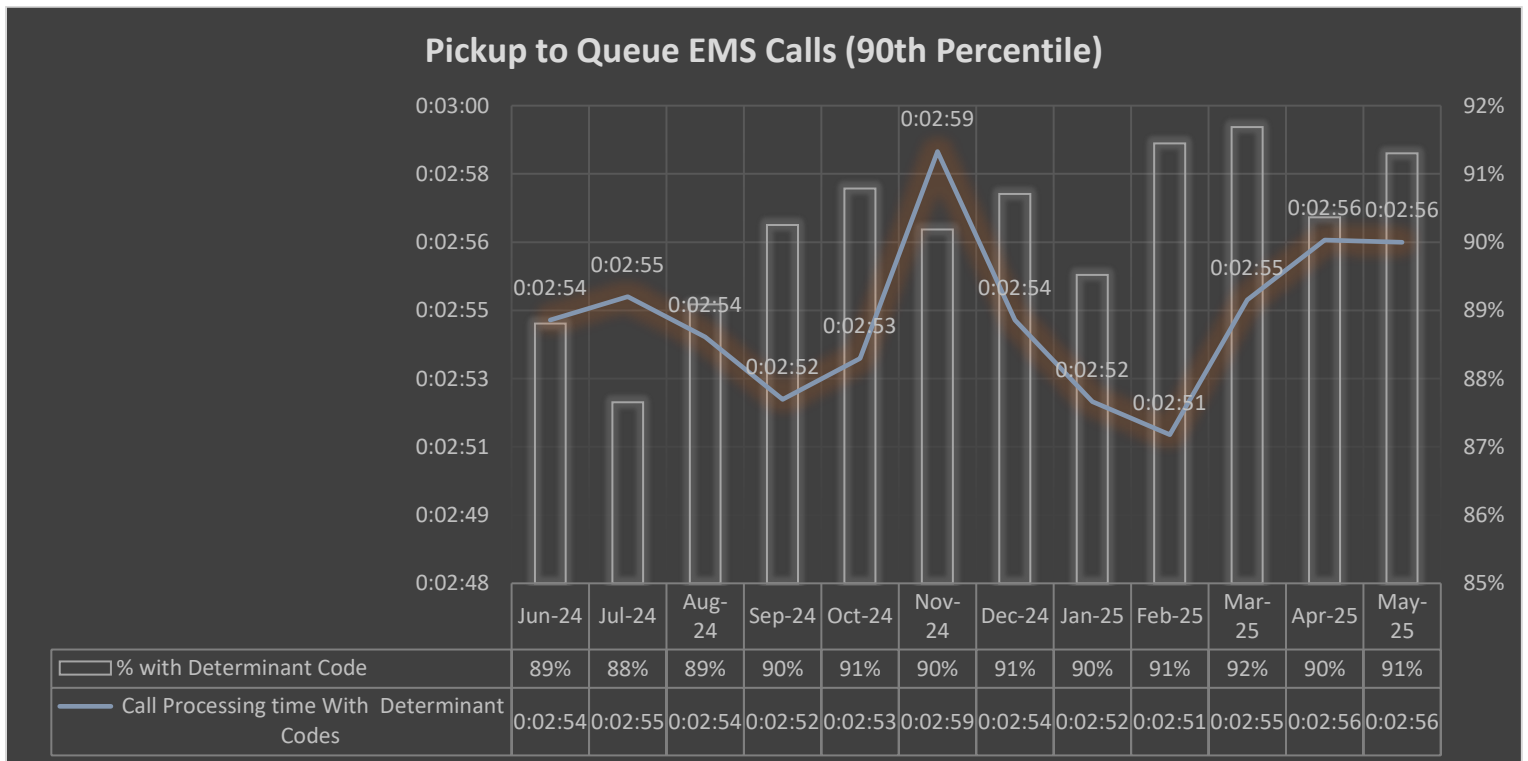


Figure 5: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.

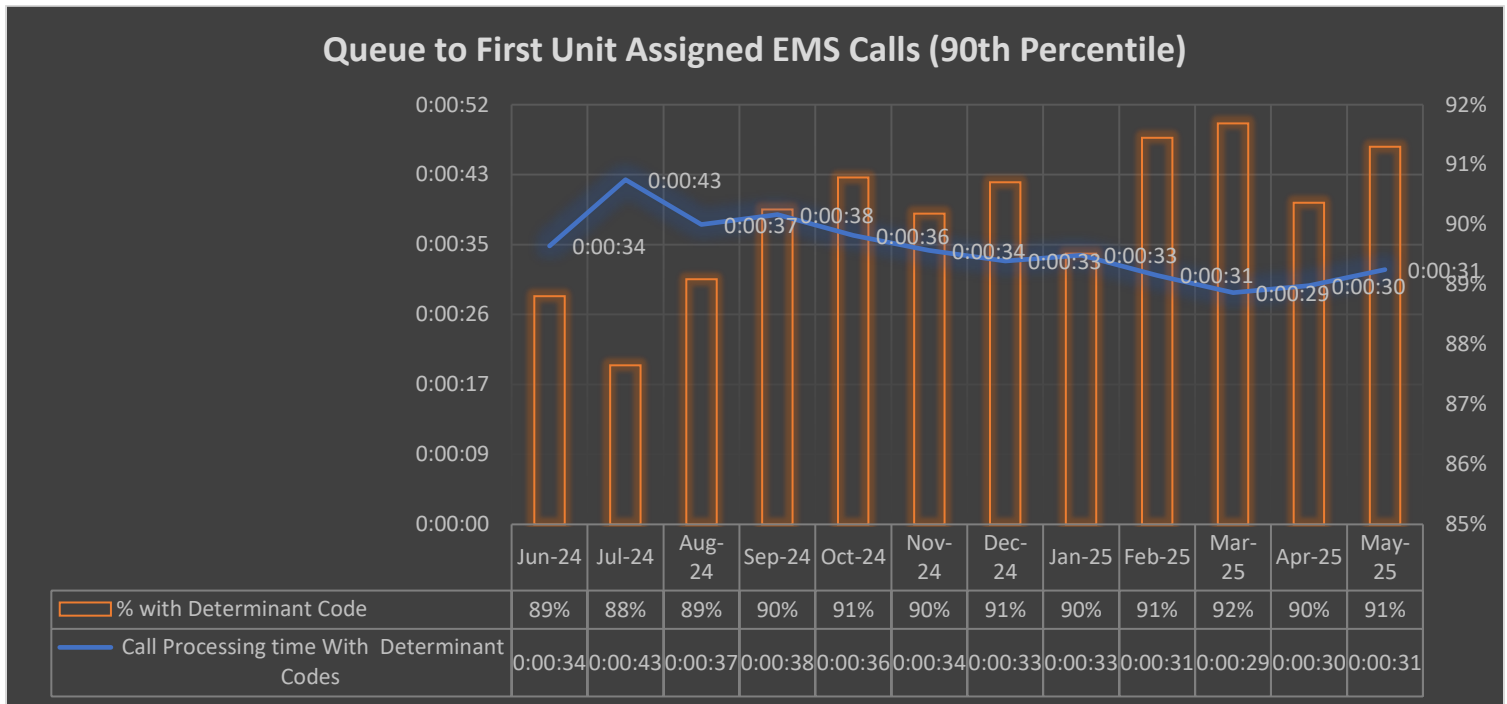
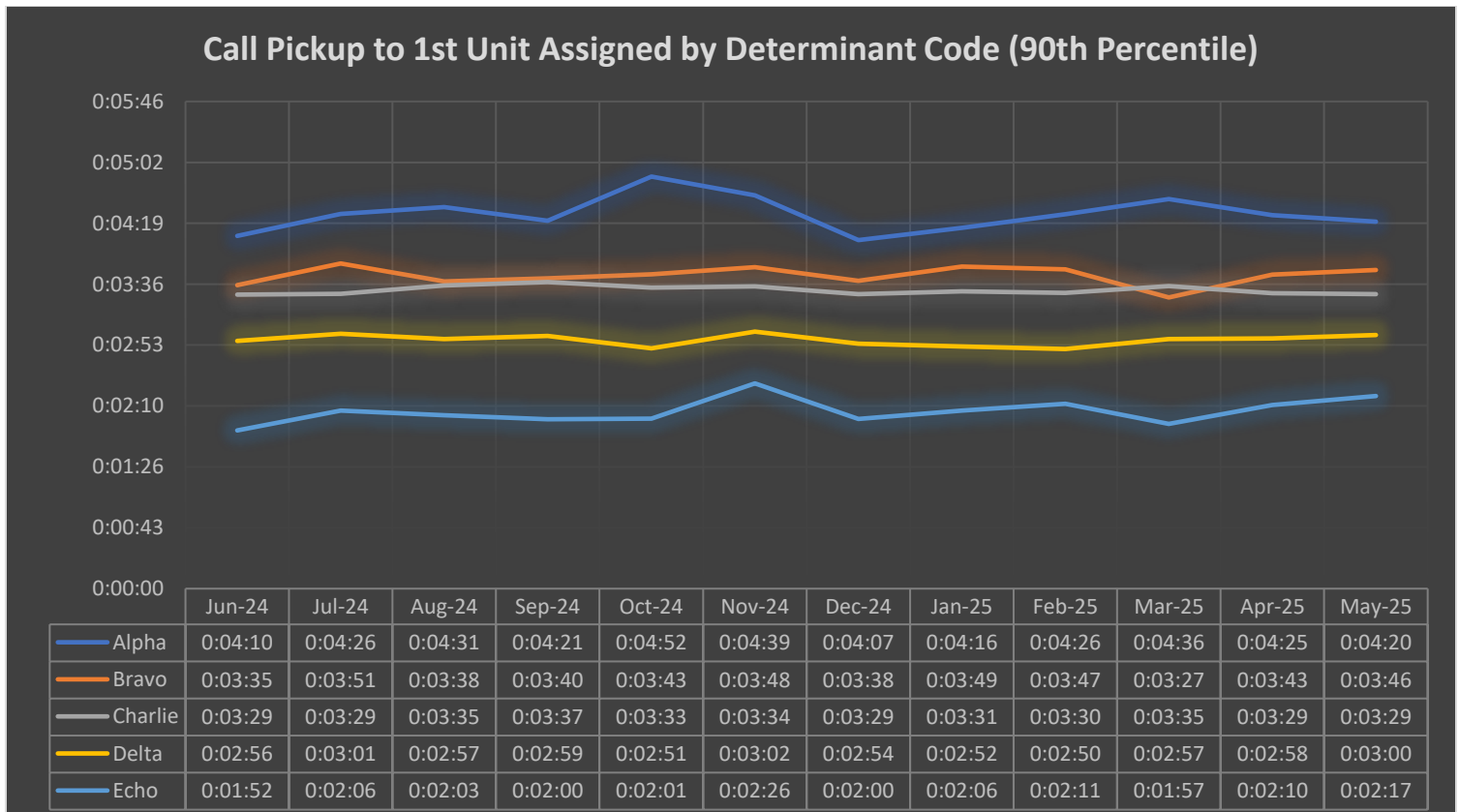


Figure 6: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



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.

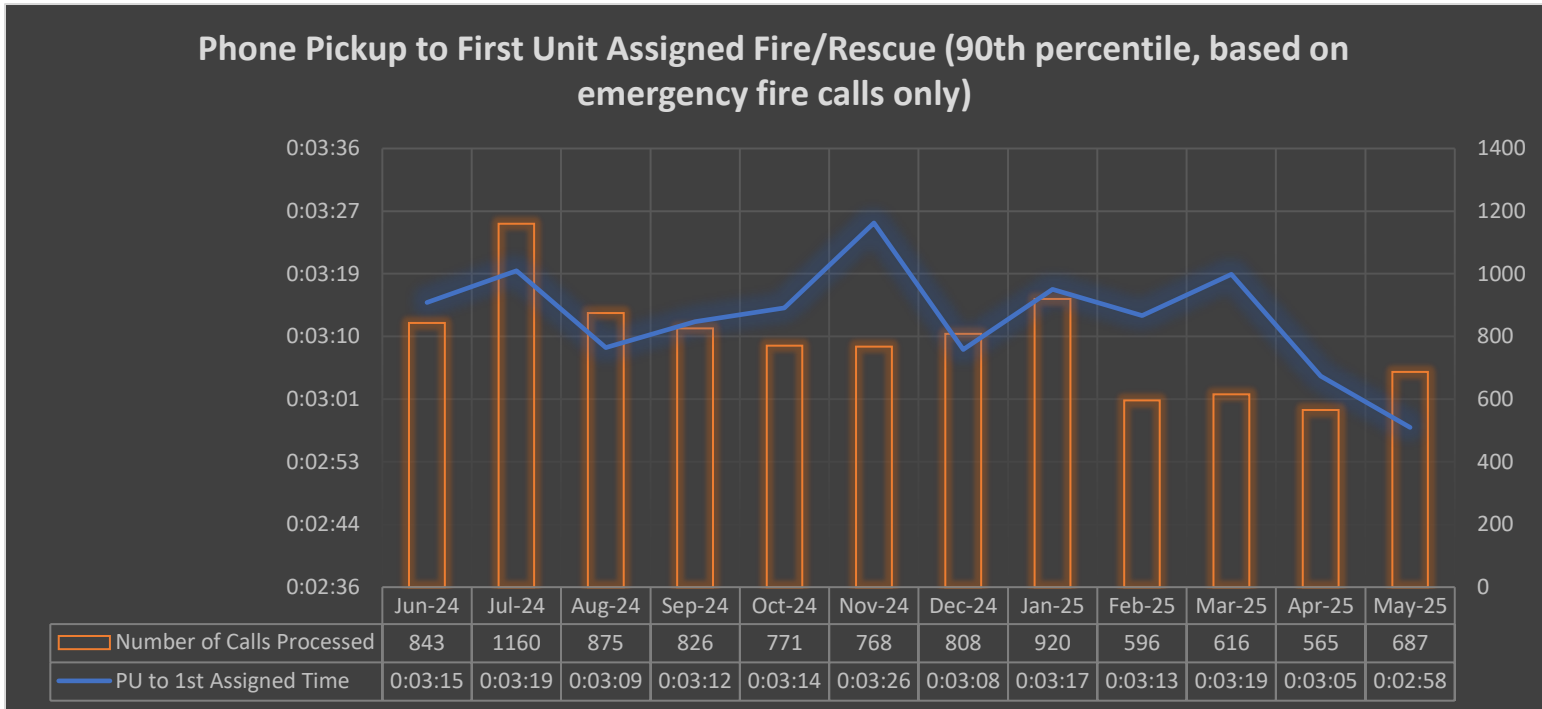


Figure 8: Fire/Rescue Call Pickup to Queue.

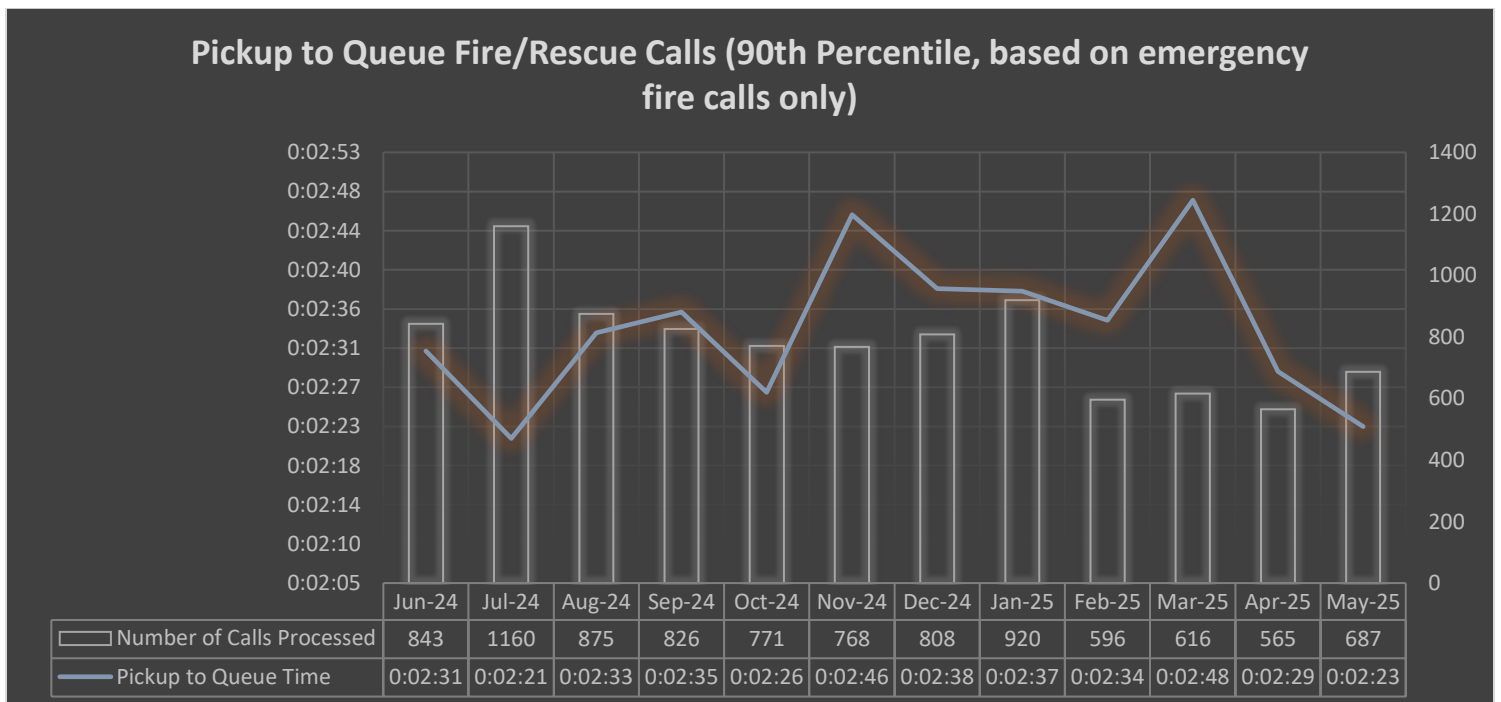
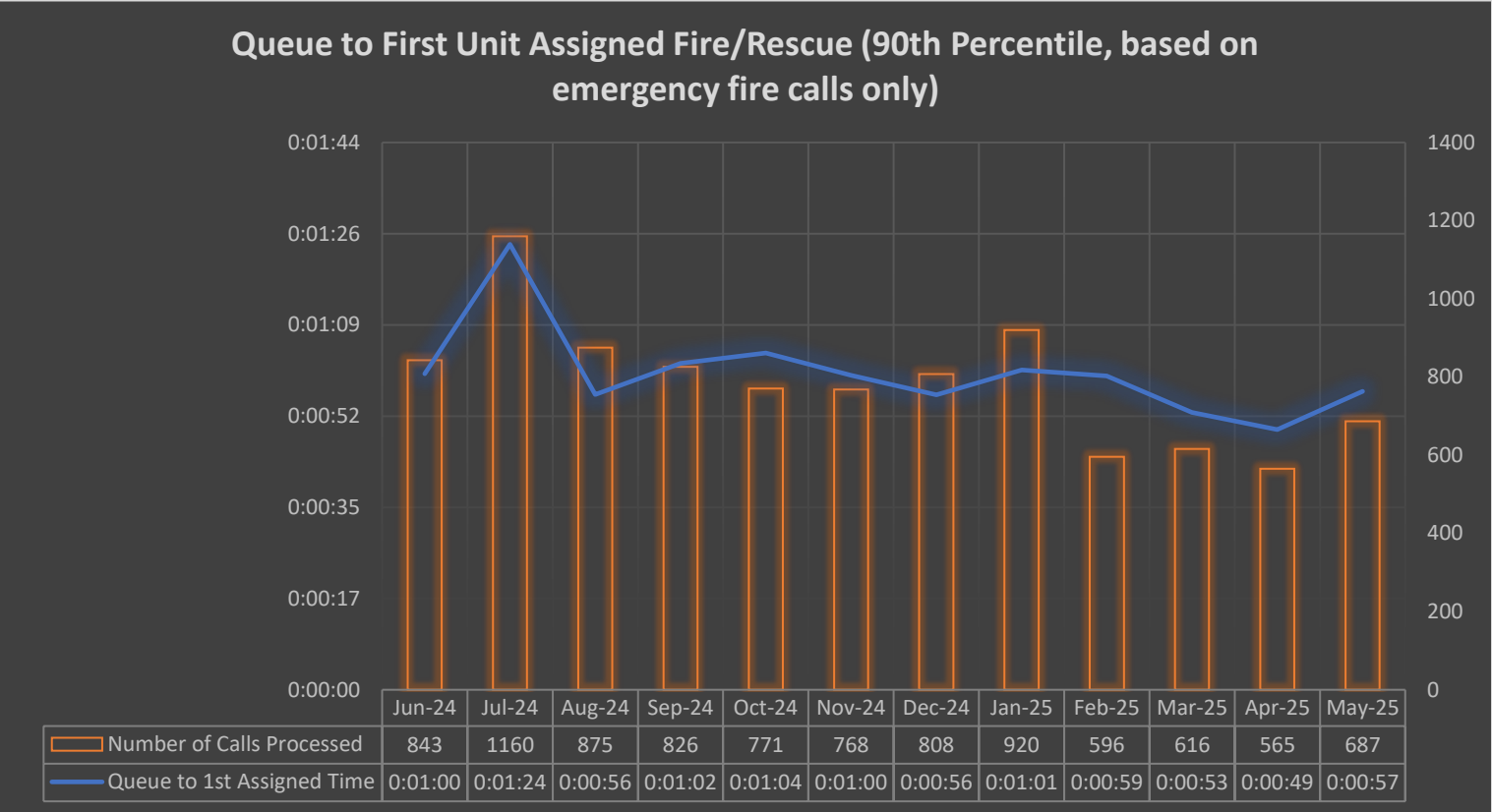


Figure 9: Fire/Rescue Queue to First Unit Assigned.



CONFIRE ECNS Analysis

May 2025



Index

List of Tables

Table 1: EMS 911 calls for service and EMD completion for May 2025.....	3
Table 2:ECNS eligible calls and status of transfers to Emergency Communication Nurse (ECN) for May 2025.	3
Table 3:Transport/treatment status of ECNS calls May 2025.....	4
Table 4:Unit responses and ambulance transport rates to ECNS calls that were returned for first responders for May 2025 (by call type). Top 20 Call Types.....	6
Table 5: Recommended Point of Care Disposition for patients completing ECNS process for May 2025*..	7
Table 6: Dispatcher response as to why eligible calls were not transferred to ECNS.	12

List of Figures

Figure 1: Percentage of ECNS eligible Calls that are transferred to ECN and entered into Low Code system by date.	8
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.....	9
Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.	10
Figure 4: Number of eligible ECNS calls and rates of transfer from May 2024 through May 2025.	11

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

May 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 CONFIRE's 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 (2300 hrs. to 0700 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 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 takes into account that CONFIRE's ECNS center is not staffed 24/7 and excludes calls that are received outside ECNS operational hours. With these differences, Table 2 serves as an indicator of the systems 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 May 2025

Total Emergency EMS Calls	17,831
Total EMS Calls with Obtainable Determinant Code	13,292
Total EMS Calls with Determinant Code	12,004
% of EMD Obtainable EMS Calls with Determinant Code	90.3%

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:	1,536
% of EMS calls with Determinant Code Eligible for ECNS	12.8%
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	572
% of Eligible EMS Calls Transferred to ECNS	37.2%
% of Total EMS Calls Transferred to ECNS	3.2%

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

Total Calls Eligible for Low Code based on CONFIRE Policy:	1,480
% 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)	1,119
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	572
% of Policy Eligible EMS Calls Transferred to ECNS during staffed hours	51.1%
% of Total EMS Calls Transferred to ECNS	3.2%

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

Incoming Calls to Emergency Communications Nurse (ECN) Nurse		
	Total ECNS Transfers	601
	Transferred via CAD Service (did not connect with ECN)	29
	Calls Aborted (Hangups, disconnects)	68
	Total Calls received and completed by ECN	504
Calls Returned for Emergency Transport		
	Triage nurse returned call for Emergency Transport	110
	Number of returned calls for emergencies resulting in actual transport	84
	% of returned calls for emergency resulting in transport	76%
Non-emergency with no Alternative Transport		
	Patient had no alternative means of transport (Transport Unit Sent)	273
	Number of non-emergency ambulance responses that resulted in actual transport.	216
	% of non-emergency ambulance responses that resulted in actual transport.	79%
Total calls to reach ECN that resulted in an ambulance response		383
	% of total calls to reach ECN that resulted in ambulance response	76.0%

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 May 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	52	10	13%	8	80%
SICK-O1	44	10	13%	6	60%
FALL-A2	30	5	6%	2	40%
ABD-A1	27	4	5%	3	75%
BACK-A1	25	3	4%	1	33%
FALL-A3	21	1	1%	1	100%
SICK-A2	21	5	6%	4	80%
HL-A1	19	3	4%	3	100%
SOB - Shortness of Breath	19	5	6%	4	80%
DIA-O1	18	4	5%	2	50%
SICK-A11	17	2	3%	1	50%
TRAUMA-A3	17	2	3%	1	50%
FALL-A1	13	2	3%	2	100%
TRAUMA-A2	13	1	1%	1	100%
SICK-A3	13	1	1%	1	100%
CHOKE-O1	13	4	5%	4	100%
FALL-O1	12	2	3%	2	100%
SICK-A4	9	2	3%	2	100%
HEAD-O1	8	2	3%	2	100%
DIA-A1	8	1	1%	1	100%

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

Disposition of Care Text		
Seek Emergency Care as Soon as Possible	230	52.9%
Emergency Response	110	25.3%
Seek Face to Face Care within 1-4 Hours	76	17.5%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	14	3.2%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	2	0.5%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	2	0.5%
Schedule a Routine Appointment with a Doctor/Health Care Professional	1	0.2%

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

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

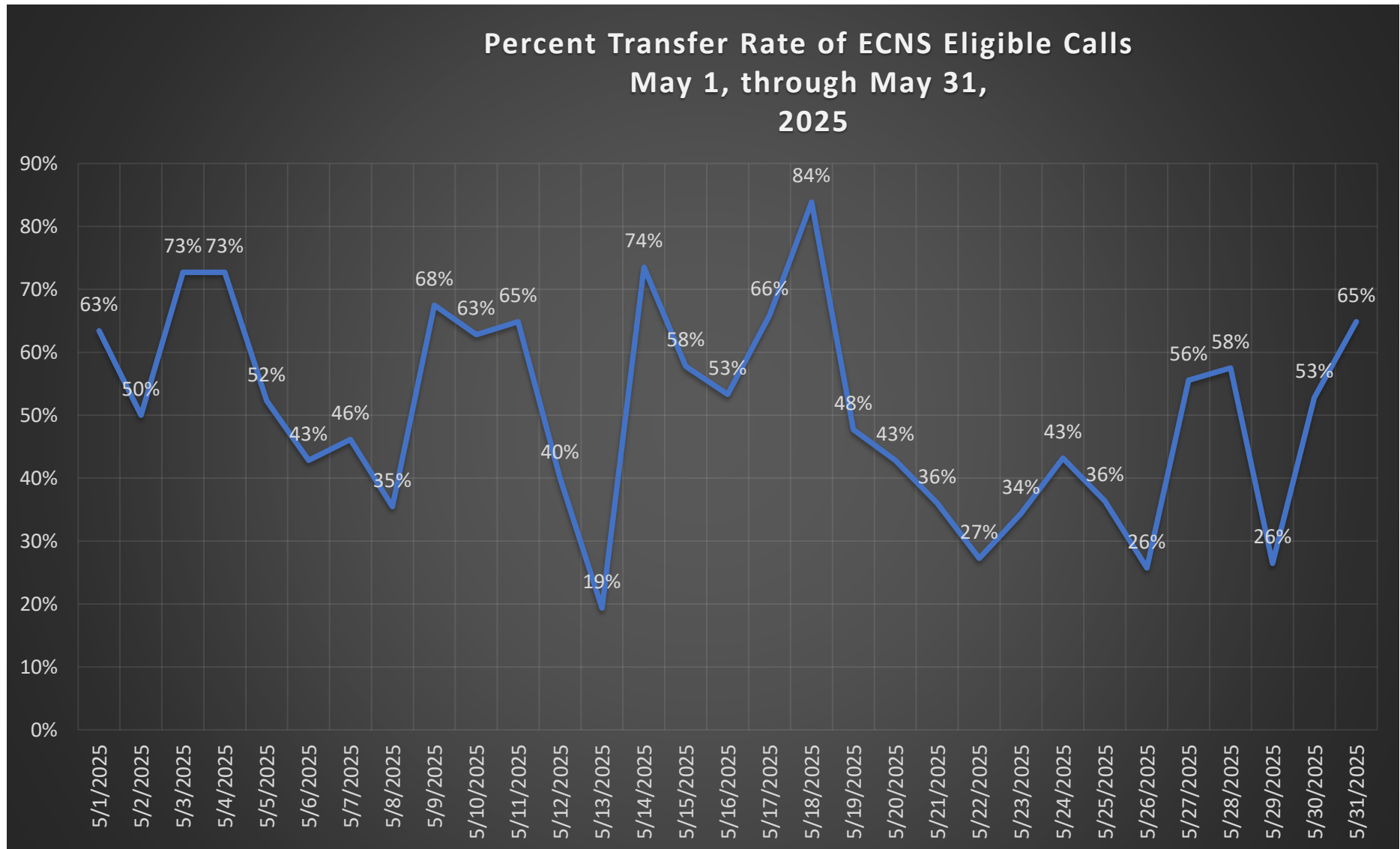


Figure 2: Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

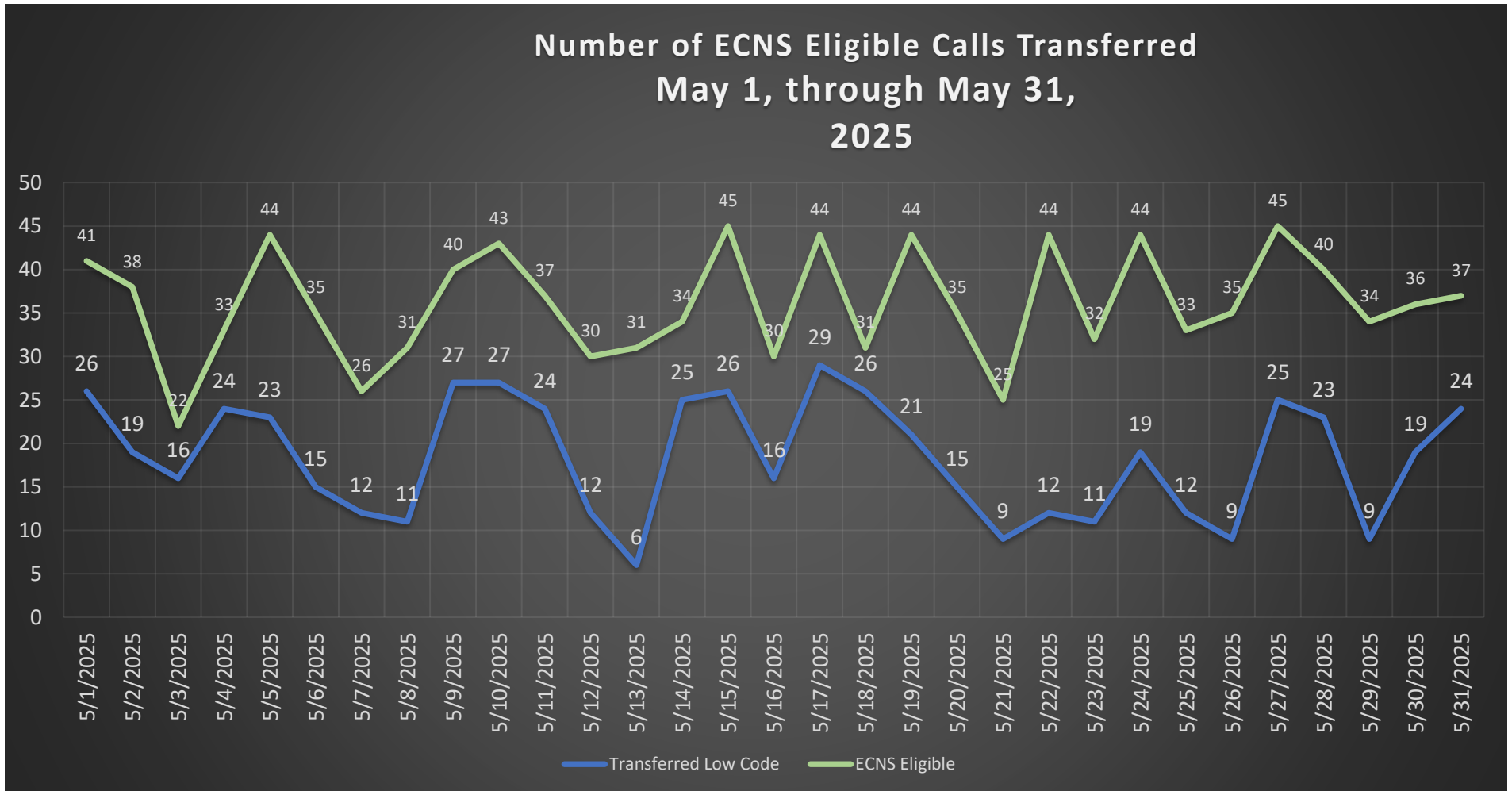


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.

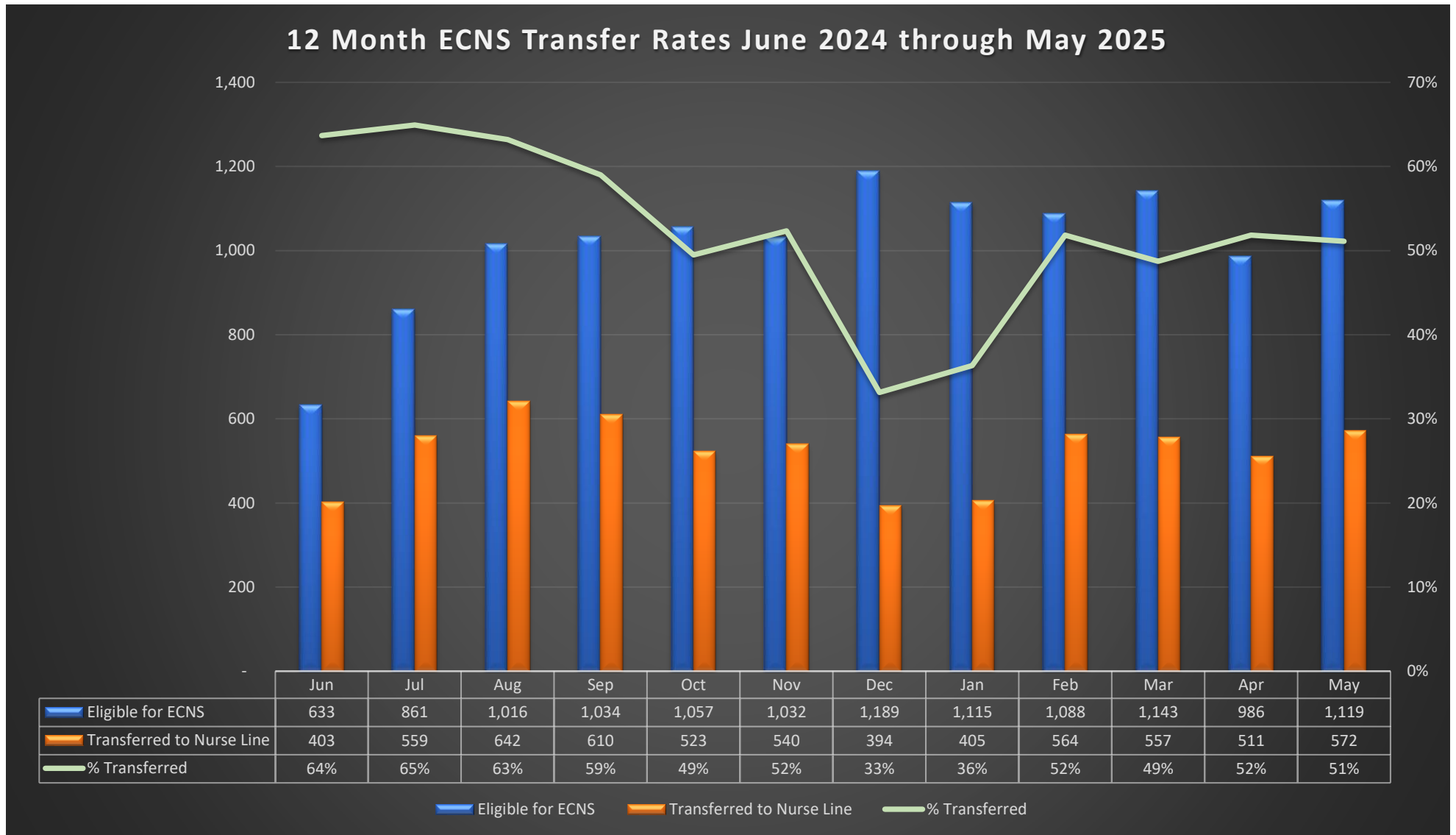
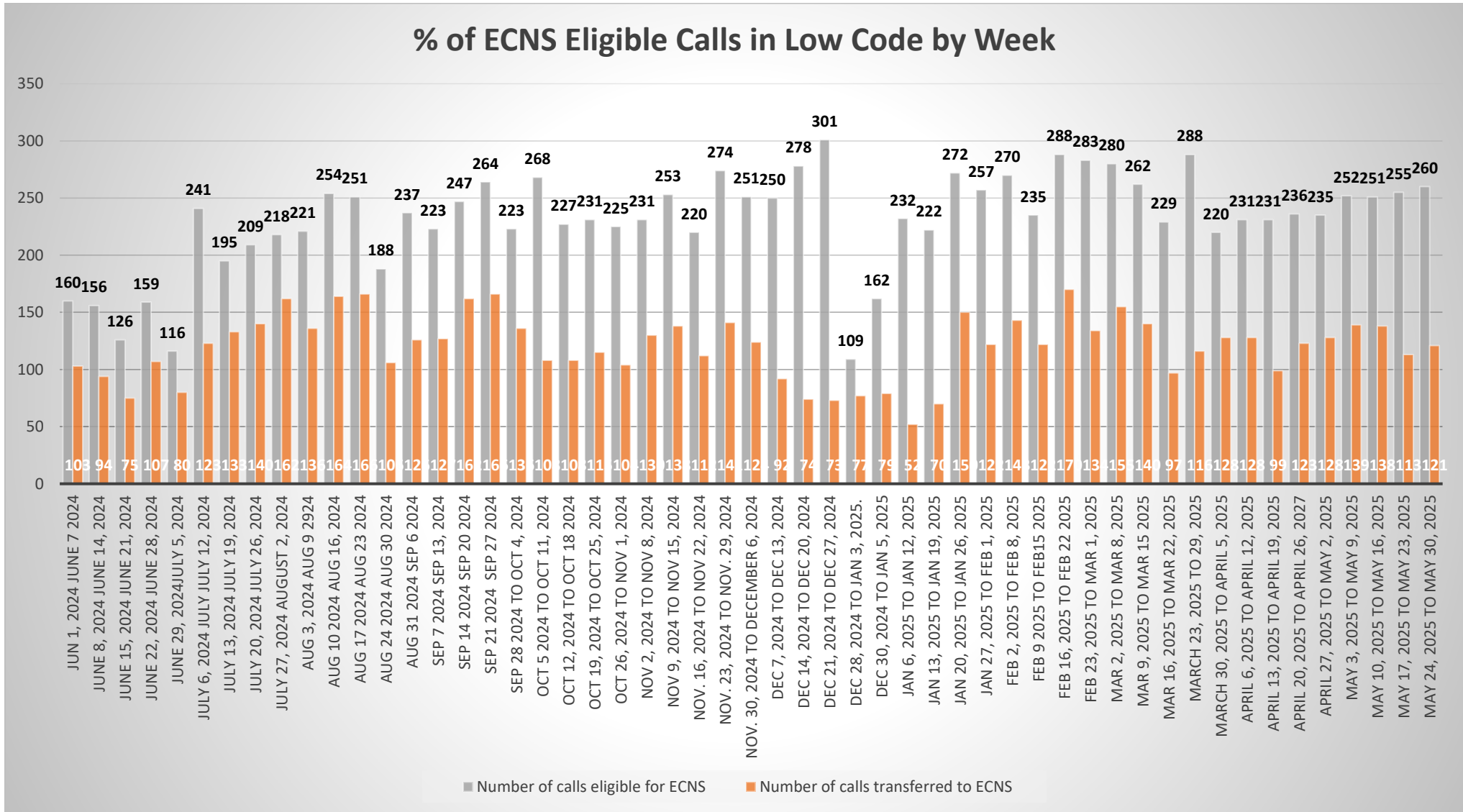


Figure 4: Number of eligible ECNS calls and rates of transfer from June 2024 through May 2025.



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

May 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	Number of Calls	% of Total Eligible Calls Not Sent to LowCode
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff at CONFIRE and REMSA or hold music on transfer (Sup Approval)	783	82.6%
*Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staffing or hold music on transfer	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: INABILITY TO INTERROGATE PT= Inability to talk, belligerent, RP not at same location	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	26	2.7%
*Call Taker decided to not send incident to LowCode, with reason: PT COMPLETE IMMOBILITY= Cannot move, bedridden or on the ground unable to get up	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: PT IN PUBLIC PLACE= PT is in an area where large crowds are gathering (i.e. sports complex)	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: QUICK LAUNCH= CPR, UNC, CP, SOB, CVA	99	10.4%
*Call Taker decided to not send incident to LowCode, with reason: REOPENED CALL= Reopened call	10	1.1%
*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	30	3.2%
*Call Taker decided to not send incident to LowCode, with reason: TEST/REOPENED CALL= Test or reopened call	0	0.0%
*Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= Staff requesting 911 or PT directed by medical facility to call 911	0	0.0%

*Call Taker decided to not send incident to LowCode, with reason: RP IS MINOR= RP is a child caller <16 or RP is a minor calling for minor PT	0	0.0%
* Call Taker decided to not send incident to LowCode, with reason: PUBLIC SERVICE= A public service has been dispatched	0	0.0%

**CONFIRE****STAFF REPORT****DATE: 6/24/2024****FROM: Nathan Cooke, Interim Director****BY: Damian Parsons, Finance/Administrative Director
Erika Torres-Murillo, Staff Analyst II****TO: CONFIRE Administrative Committee**

SUBJECT: Data Consulting Agreement Renewal – Mat Fratus Consulting

Recommendation

Approve contract renewal for data consulting services with James Mathew Fratus of Mat Fratus Consulting, for an amount not to exceed \$25,000.

Background Information Mat Fratus has provided data analysis services to CONFIRE for the past five years. The use of data analytics provided by Mr. Fratus has resulted in recommendations that have been incorporated into CONFIRE operations. Mr. Fratus continues to provide data analysis on call processing times to create efficiencies and minimize delays. Mat has worked with individual agencies as well to extract applicable data for specific projects.

CONFIRE added a full-time Data Manager position in the 2025-26 budget to bring data analysis in house. However, staff is recommending extending services with Mr. Fratus for a maximum of twelve months to allow for the recruitment for the Data Manager position and a transition period.

This engagement is not to exceed \$25,000.

Fiscal Impact

The cost for the renewal is estimated at \$25,000 and was included in the approved Fund 5008 2025-26 budget.

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES Data Analysis and Related Services

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and Mat Fratus Consulting (“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
- Exhibit E: Special Terms and Conditions

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.

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. SPECIAL TERMS AND CONDITIONS

The Special Terms and Condition are set forth in Exhibit E.

9. 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:
Mat Fratus Consulting

11363 Fawn Glen Rd
Yucaipa CA, 92399
Attn: Mat Fratus

10. 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

Mat Fratus Consulting

Date: JUNE 17,, 2025

By:  _____

Print Name: Mat Fratus

Its: Owner

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

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

1. Data Analysis (to include some or all of the following)
 - a. Perform analysis of current and historic calls for service.
 - b. Extract raw data from Computer Aided Dispatch (CAD) system that includes all calls processed through the CONFIRE JPA communication system that involved CONFIRE member or contract fire department resources or occurred in a jurisdiction of a CONFIRE served agency.
 - c. Perform analysis of calls for service data to include response types, volume of calls, location and time of day of each call, time on task, unit hour utilization, medical acuity of Emergency Medical Service (EMS) calls based on Emergency Medical Dispatch (EMD) determinants, mutual and automatic aid impacts, fire and rescue types and occurrences, and other relevant emergency and non-emergency service call characteristics.
 - d. Integrate data points into logical combinations and comparisons to develop a foundation for strategic decision making and for further analysis.
 - e. Examine EMS dispatch and patient records to determine community use characteristics, impacts of patient care delivered by responding personnel, and outcomes.
 - f. Provide data sets for spatial analysis of emergency fire, rescue, and medical service calls for service through CONFIRE GIS mapping and analysis.
 - g. Analyze EMS data of CONFIRE agencies to determine primary chief complaint categories and effectiveness of treatment modes.
 - h. Provide reports and presentations to CONFIRE stakeholders relating to the processes and findings of contractor's data analysis.
 - i. Participate in meetings related to the capture, retrieval, and analysis of CONFIRE data. Offer relevant observations and make recommendations based on findings.
 - j. Work with outside vendors who currently provide, or may provide, data capture and/or analysis tools for emergency and non-emergency activity of CONFIRE agencies or cooperators.
 - k. Create reporting tools for use by CONFIRE Admin and agency reps
 - l. Develop and build triggers and reports in Firstwatch, Excel or other means that can be utilized by CONFIRE for data purposes going forward.
 - m. Create repeatable queries or other tools/reports for analyzing data from the following data sources:
 - i. Inform CAD
 - ii. ProQA
 - iii. Vesta Analytics
 - iv. Image Trends
2. Acts as CONFIRE Admin Chiefs Liaison in various venues specific to data collection and analysis
 - a. ICEMA (Image Trends MOU)

- b. CONFIRE Ops & Support Committees
 - c. EMD/ECNS Project
 - i. Dispatch Review Committee
- 3. Evaluate Options and Develop Recommendations.
 - a. Assist CONFIRE in working with allied agencies to explore service partnerships that enhance service levels of CONFIRE and their represented agencies. This could include any of the following individually or in combination:
 - i. Ambulance transport providers.
 - ii. Local hospitals and medical facilities.
 - iii. Local regulatory agencies e.g. Inland Counties Emergency Medical Agency (ICEMA)
 - iv. State and Local government agencies.
 - v. Non-CONFIRE communication centers
 - vi. Other public and private agencies e.g. public and private insurance carriers, non-emergency transportation providers, Department of Public Health.
- 4. Assist CONFIRE Agencies with Agency Specific Data and Research Needs
 - a. Advise on reporting possibilities using CAD, GIS, or other RMS available data relating to service delivery of specific CONFIRE agencies.
 - b. Research and prepare reports for specific CONFIRE agencies as requested.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

\$80.00 per hour

Not to exceed the sum of \$25,000.

B. Payment

a. Schedule

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.

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.

EXHIBIT D
to AGREEMENT FOR SERVICES

INSURANCE

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

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

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

- 2.4. insurance policies shall be primary to any insurance or self-insurance maintained by CONFIRE.
All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

EXHIBIT E
to AGREEMENT FOR SERVICES

SPECIAL TERMS AND CONDITIONS
American Rescue Plan Act (ARPA)

1. Program 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 (See **Appendix 1** to this Exhibit E).
- b. The award will not be made to any party debarred, suspended or otherwise excluded from participation in federal assistance programs. Contractor must be registered and will be checked against the Federal Department List (<https://www.sam.gov>). Please note a Unique Entity ID number (generated by SAM.gov) is required to register on the SAM website.
- c. Local preference does not apply.

2. Federal Audit

Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Agreement, any Federal grantor agency when funds are granted to CONFIRE to fund this Agreement, 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.

3. Certification

CONFIRE and Contractor that neither its principals or subcontractors is presently disbarred, suspended, or proposed for debarment declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Any contracts funded by this Agreement shall be with vendors that meet this certification.

**APPENDIX 1 to
EXHIBIT E
to AGREEMENT FOR SERVICES**

This content is from the eCFR and is authoritative but unofficial.

Title 2—Grants and Agreements

Subtitle A—Office of Management and Budget Guidance for Grants and Agreements

Chapter II—Office of Management and Budget Guidance

Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

Appendix II to Part 200, Title 2 (up to date as of 5/15/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR Appendix-II-to-Part-200(E)

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

Appendix II to Part 200, Title 2 (up to date as of 5/15/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR Appendix-II-to-Part-200(j)

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]



STAFF REPORT

DATE: June 24, 2025

FROM: Nathan Cooke, Interim Director

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

TO: CONFIRE Administrative Committee

SUBJECT: Agency Contracts

Recommendation

1. Approve renewal of annual dispatch service agreements with Baker Ambulance Inc., Big Bear Fire Authority, County Road Department, Montclair Fire Department, and Running Springs Fire Department.
2. Approve five-year renewal of dispatch service agreement with Yuhaaviatam of San Manuel Nation (formerly known as San Manuel Band of Mission Indians).

Background Information

For the past several years, CONFIRE has entered into annual service agreements to provide dispatch and other services outlined in each individual agreement to the above-mentioned agencies. Additionally, in 2020 Yuhaaviatam of San Manuel Nation entered into a five-year agreement with CONFIRE for dispatch and IE RIP (Inland Empire Regional Interoperability Project) Services. These contracts are set to expire on June 30, 2025.

Using templates approved by the Administrative Committee at its April 30, 2019, meeting staff has engaged with each of the agencies to initiate new service agreements. In addition to the agreement itself, each agency has received a detailed breakdown of their service costs for budget year 2025–26, as approved in the CONFIRE 2025–26 budget. An excerpt of this information is attached and designated as Exhibit 1.

The agencies will also incur a 5% contract fee. This fee will be allocated to CONFIRE's Term-Benefit Reserve Fund (5011). The accumulated funds may be used to offset membership fees for any agency that seeks member status in the future.

As each agency has received its agreement and is currently in the process of review and signature, we request authorization for the Interim Director to execute the agreements upon receipt from the agencies and to make minor adjustments if necessary.

Financial Impact

All revenues associated with service agreements have been included in the 2025-26 budget. There is no additional cost to the other CONFIRE agencies associated with approval of these agreements.

Attachments

- Exhibit 1 (revenue sheet FY 2025-26)
- Agency Agreements
- Attachment A (cost breakdown)

CONFIRE REVENUE SUMMARY

Department / District	% of Call Volume 2024	FY 2026 Total AR from Agency	FY 2025 Cost Analysis	
			FY 2025 Total Adopted Budget	% of Change FY 2025 to FY2026
Apple Valley	5.16%	835,763	746,869	11%
Big Bear (Contract)	1.34%	277,586	266,725	4%
Chino Valley	5.52%	927,432	832,218	10%
Colton	3.10%	639,304	575,600	10%
Loma Linda	1.77%	381,467	351,211	8%
Montclair (Contract)	1.96%	321,111	301,622	6%
Rancho Cucamonga	7.37%	1,217,972	1,091,867	10%
Redlands	4.59%	922,557	843,957	9%
Rialto	4.76%	958,980	877,479	8%
Running Springs (Contract)	0.20%	58,359	54,908	6%
San Bernardino County Fire	53.34%	8,173,296	7,260,645	11%
San Manuel (Contract)	0.92%	166,339	158,130	5%
Victorville	9.56%	1,516,530	1,466,796	3%
Baker Ambulance (Contract)	0.30%	43,294	40,150	7%
County Road Dept (Contract)	0.12%	17,118	15,888	7%
TOTAL REVENUE	100%	16,457,108	14,884,065	11%

**CONSOLIDATED FIRE AGENCIES
CONTRACTING AGENCY AGREEMENT
(Baker Ambulance, Inc.)**

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq, and Baker Ambulance, Inc (“Contracting Agency”). CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

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 [reserved]
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on July 1, 2025 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the initial term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2026.
- c. Upon the expiration of the initial term of this Agreement (see 2.b. above), the term of this Agreement shall automatically renew for successive one (1) year terms each July 1st unless either Party notifies the other Party at least sixty (60) days prior to renewal of its intention to terminate the Agreement.
- d. Notwithstanding any provision of this Agreement, should a dispute arise over the interpretation or application of this Agreement, CONFIRE may terminate this Agreement. Termination shall be effective thirty (30) days after written notice is given to Contracting Agency. Upon termination, Contracting Agency shall

immediately pay to CONFIRE all amounts due for services rendered to the date of termination.

3. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency nor any of Contracting Agency's employees shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE's employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided employees of Contracting Agency.
- d. CONFIRE 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 CONFIRE's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

CONFIRE shall receive payment, for Services 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. 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: Communications Director
 1743 Miro Way
 Rialto, CA 92376

To Contracting Agency:
 Baker Ambulance, Inc
 Attn: Mike Lowenthal, Owner
 633 Front St
 Needles, CA 92636

8. [RESERVED]

[reserved]

9. HIPPA BUSINESS ASSOCIATE AGREEMENT

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

Consolidated Fire Agencies

Baker Ambulance, Inc

Date: _____, 2025

Date: _____, 2025

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

EXHIBIT A

to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

- A. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
1. Ambulance Dispatch
 2. Access to Firstwatch
- B. CONFIRE shall not be obligated to perform any services other than the Services listed above for Contracting Agency.
- C. Should Contracting Agency desire additional services from CONFIRE, and should CONFIRE agree to provide such services, the parties must execute an amendment to this Agreement incorporating those services into the Services and setting forth the additional compensation to be paid for the added services.

EXHIBIT B

to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. In exchange for the Services set forth in **Exhibit A**, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE has provided written notice of this sum to Contracting Agency (**Attachment A**).
 - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
 - (1) All incidents dispatched by CONFIRE for Contracting Agency during the preceding calendar year; divided by
 - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
 - (3) Contracting Agency's percentage of the total number of incidents dispatched.
2. Invoices are issued on a semi-annual basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

1. Contracting Agency shall also pay an annual premium.
 - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
 - b. Dollars paid pursuant to this provision shall:
 - (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).
 - (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.

- (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
- c. This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
3. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
4. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

EXHIBIT C to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **TERMINATION.** Either Party may terminate this Agreement with or without cause by providing the other Party at least sixty (60) days prior written notice, and such termination shall be effective upon the next June 30th that is at least sixty (60) days after written notice to terminate was tendered.
2. **[RESERVED]**
3. **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.
4. **ASSIGNMENT AND SUCCESSORS.** Neither Party 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.
5. **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.
6. **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.
7. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
8. **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.
9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties 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 School and Contractor.
10. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of School and Contractor.
11. **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.
12. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.

13. **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.
14. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT D
to CONTRACTING AGENCY AGREEMENT
[RESERVED]

to CONTRACTING AGENCY AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Baker Ambulance, Inc. (“Covered Entity”). Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit E.

WHEREAS, Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103; and

WHEREAS, Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity; and

WHEREAS, 45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

WHEREAS, Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i); and

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

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

Consolidated Fire Agencies

Baker Ambulance, Inc

Date: _____, 2025

Date: _____, 2025

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

Appendix 1

General Terms and Conditions to BAA

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix A, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 ("HIPAA and HIPAA Regulations"), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 ("HITECH Act and Regulations"), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as "Applicable Law".
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions,

conditions, and requirements that apply to Business Associate with respect to such information;

- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual's designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate's or Covered Entity's compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.
- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would

not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
 - iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
 - v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected

Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.
- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use,

Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes “minimum necessary” for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.

- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.

- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.

- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.



DISPATCHING COST FOR SERVICES FOR FY 2025-26
BAKER AMBULANCE, INC.

This Exhibit is subject to renewal annually prior to the expiration of the current Agreement.

A. Operating Costs:

These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS-600), and Equipment Reserve (5009) as established by the Contracting Agencies' share of total calls for service per the agreement between CONFIRE and the Contracting Agency.

Agency % of 2024 Call Volume (share)	0.30%
Operating Costs for 2025-26	\$ 41,233.00

B. Contract Fee (5% of \$41,233 Operating Costs):

Per Exhibit B (Compensation) Section B.1 of agreement.	\$ 2,062.00
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Total Costs July 1, 2025 thru June 30, 2026	\$ 43,295.00
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C. <u>Payments shall be made in semi-annual installments of</u>	\$ 21,647.00
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D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract except for telephone services charges under paragraph B.3 of Exhibit B in the contract.

Nathan Cooke (Interim Executive Director)
CONFIRE Representative

Date

Needles Ambulance Representative

Date

**CONSOLIDATED FIRE AGENCIES
CONTRACTING AGENCY AGREEMENT
(Big Bear Fire Authority)**

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the Big Bear Fire Authority (“Contracting Agency”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq. CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

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: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting Agency’s employees, shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE’s employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.

3. **SCOPE OF SERVICES**

CONFIRE shall furnish to the Contracting Agency the services described in Exhibit A (“Services”).

4. **COMPENSATION**

CONFIRE shall receive payment for Services rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”).

5. **EFFECTIVE DATE AND TERM**

The Effective Date and Term are set forth in Exhibit C.

6. **GENERAL TERMS AND CONDITIONS**

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

7. **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 Communications Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:

Big Bear Fire Authority
Attn: Jeff Willis, Fire Chief
P.O. Box 558
Big Bear City, CA 92314

8. **HIPPA BUSINESS ASSOCIATE AGREEMENT**

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

Consolidated Fire Agencies

Date: _____, 2025

By: _____

Print Name: Nathan CookeI Its: Interim Executive Director**Big Bear Fire Authority**

Date: _____, 2025

By: _____

Print Name: _____

Its: _____

EXHIBIT A to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency ("Services"):
 - a. Utilizing Contracting Agency's primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
 - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
 - b. Providing emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alerting Contracting Agency's appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, Alternative Paging Methodologies (Mobile and App based), and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
 - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE's computer aided dispatch system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
 - g. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.

- h. Providing, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the Computer Aided Dispatch system (CAD).
 - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas, etc.), and providing other Geofile services necessary to the dispatch services described above.
- i. Making available to the Contracting Agency the Agency Fire Response Map.
 - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
 - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
 - (3) Agencies may print maps and created hard copy map books at their own expense.
- j. Providing Contracting Agency use and access to the following software programs:
 - (1) Pulse Point.
 - (2) Firstwatch (includes FOAM and First Pass modules)
 - (3) First Due (Cost based on population)
 - (4) Tablet Command
 - (5) WestNet Station Alerting
- k. Meraki FireWall
- l. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
- 2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must acknowledge such in this Agreement in Section 4 of Exhibit A: Scope of Services. If such services commence after the Effective Date the Parties must amend this Agreement to incorporate those additional services into the Agreement as "Additional Services" and setting forth the additional compensation to be paid for the added services.
- 3. Examples of Additional Services might include:
 - a. Kronos Workforce.
 - b. Tablet Command.

- c. Smart Sheets
 - d. WestNet Station Alerting
4. Additional Services to be provided upon Effective Date of this Agreement are:
- a. Kronos Workforce
 - b. Kronos Cloud
 - c. Tablet Command
 - d. Smart Sheets
 - e. West Net Station Alerting
 - f. Twilio
 - g. Meraki Firewall
5. In receiving the Services, Contracting Agency shall do the following:
- a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE to the extent reasonably necessary to the performance of the Services.
 - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
 - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing, applicable policies and procedures upon execution of this Agreement and any updates as they are updated.
 - b. Comply with the latest technology directives issued by CONFIRE.
 - (1) The directives include, by way of illustration and not by limitation, the directive mandating the installation of a CONFIRE-approved modem on all response vehicles for the provision of Automated Vehicle Location (AVL) services.
 - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - d. Maintain all CONFIRE owned equipment according to the specifications and requirements of CONFIRE.
 - e. Maintain all radio and pager frequencies as required by CONFIRE.
6. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep

primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.

7. All equipment owned by the Contracting Agency will remain the property of the Contracting Agency. All equipment owned by CONFIRE will remain the property of CONFIRE. The maintenance of the equipment will be the responsibility of the entity holding ownership of the equipment.

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE has provided written notice of this sum to Contracting Agency (**Attachment A**).
 - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
 - (1) All incidents dispatched by CONFIRE for Contracting Agency during the preceding calendar year; divided by
 - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
 - (3) Contracting Agency's percentage of the total number of incidents dispatched.
 - b. This formula does not include direct costs incurred for ISD radio billing pass-through (optional service) or other 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed through to each agency and are not subject to the cost per call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

1. Contracting Agency shall also pay an annual premium.
 - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
 - b. Dollars paid pursuant to this provision shall:
 - (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).

- (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
 - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
- c. This annual premium will be assessed and paid in the first quarter of the fiscal year. The amount has been included in the written notice referenced in Section A.1 of Exhibit B.
- 2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
- 3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
- 4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
- 5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
- 6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time, computed on a pro rata basis during the applicable billing period. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

EXHIBIT C

to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2025 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2026 (the “Term”).
3. At any time during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **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.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party 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.
3. **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.
4. **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.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be the County of San Bernardino.
6. **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.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties 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 Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting Agency.
9. **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.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.
11. **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.

12. **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.

13. **INDEMNIFICATION.**

- A. By CONFIRE. CONFIRE shall indemnify, defend and hold harmless Contracting Agency, and all of its employees, officials, and agents ("Contracting Agency Parties"), from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of CONFIRE'S officers, agents, volunteers or employees ("CONFIRE's Parties") arising out of, or in any way attributable to, the performance of this Agreement. CONFIRE shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. CONFIRE's obligation to defend the Contracting Agency Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.
- B. By Contracting Agency. Contracting Agency shall indemnify, defend and hold harmless CONFIRE Parties from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting Agency shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. Contracting Agency's obligation to defend CONFIRE Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO "occurrence" form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

EXHIBIT E
to CONTRACTING AGENCY AGREEMENT

BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and the Big Bear Fire Authority (“Covered Entity”), a joint powers authority duly authorized and existing under Health & Safety Code § 13800 et seq. Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit E;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

Consolidated Fire Agencies

Big Bear Fire Authority

Date: _____, 2025

Date: _____, 2025

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

APPENDIX 1 TO EXHIBIT E to CONTRACTING AGENCY AGREEMENT

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s

Minimum Necessary policies and procedures.

- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for

in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be

used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and

any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.



DISPATCHING COST FOR SERVICES FOR FY 2025-26
BIG BEAR FIRE AUTHORITY

This Exhibit is subject to renewal annually prior to the expiration of the current Agreement.

A. Operating Costs:

These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS-600), and Equipment Reserve (5009) as established by the Contracting Agencies' share of total calls for service per the agreement between CONFIRE and the Contracting Agency. Included are direct licensing and support costs for certain additional services as listed in the Service Agreement - Section 4 of Exhibit A: Scope of Services.

Agency % of 2024 Call Volume (share)	1.34%
Operating Costs for 2025-26	\$ 264,368.00

B. Contract Fee (5% of \$264,368 Operating Costs):

Per Exhibit B (Compensation) Section B.1 of agreement.	\$ 13,218.00
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Total Costs July 1, 2025 thru June 30, 2026	\$ 277,586.00
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C. Payments shall be made in quarterly installments of

\$ 69,397.00

D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract except for telephone services charges under paragraph B.3 of Exhibit B in the contract.

Nathan Cooke (Interim Executive Director)
CONFIRE Representative

Date

Big Bear Fire Authority Representative

Date

**CONSOLIDATED FIRE AGENCIES
CONTRACTING AGENCY AGREEMENT
(County of San Bernardino Road Department)**

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the County of San Bernardino Road Department (“Contracting Agency”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

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: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting Agency’s employees, shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE’s employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.

3. **SCOPE OF SERVICES**

CONFIRE shall furnish to the Contracting Agency the services described in Exhibit A (“Services”).

4. **COMPENSATION**

CONFIRE shall receive payment, for Services rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”).

5. **EFFECTIVE DATE AND TERM**

The Effective Date and Term are set forth in Exhibit C.

6. **GENERAL TERMS AND CONDITIONS**

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

7. **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 Contracting Agency:

County of San Bernardino Road Department
Attn: Angela Zavala, Supervising
Accountant III
#0835, Room 117

8. **HIPPA BUSINESS ASSOCIATE AGREEMENT**

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

Consolidated Fire Agencies**County Road Department**Date: _____, 2025Date: _____, 2025

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

EXHIBIT A to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Utilizing Contracting Agency’s primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
 - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
 - b. Providing emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hour per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alerting Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, Alternative Paging Methodologies (Mobile and App based), and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
 - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE’s computer aided dispatch system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
 - g. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.

- h. Providing, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the ComputerAided Dispatch system (CAD).
 - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc.), and providing other Geofile services necessary to the dispatch services described above.
 - i. Making available to the Contracting Agency the Agency Fire Response Map.
 - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
 - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
 - (3) Agencies may print maps and create hard copy map books at their own expense.
 - j. Providing Contracting Agency use and access to the following software programs:
 - (1) Pulse Point.
 - (2) Firstwatch (includes FOAM and First Pass modules)
 - (3) First Due (Cost based on population)
 - k. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must execute an amendment to this Agreement incorporating those services into the Services as "Additional Services" and setting forth the additional compensation to be paid for the added services.
 3. Examples of Additional Services might include:
 - a. Kronos Workforce
 - b. Tablet Command
 - c. WestNet Station Alerting
 4. Additional Services to be provided upon Effective Date of this Agreement are:
 - a. Tablet Command
 - b. West Net Station Alerting

c. Meraki Firewall

5. In receiving the Services, Contracting Agency shall do the following:
 - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
 - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
 - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
 - b. Comply with the latest technology directives issued by CONFIRE.
6. The directives include, by way of illustration and not by limitation, the directive mandating the installation of either a CONFIRE-approved modem with cellular service or an iPad with cellular service running the TabletCommand application, on all response vehicles for the provision of Automated Vehicle Location (AVL) service data.
 - a. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - b. Maintain all CONFIRE owned equipment according to the specifications and requirements of CONFIRE.
 - c. Maintain all radio and pager frequencies as required by CONFIRE.
7. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.

EXHIBIT B to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE has provided written notice of this sum to Contracting Agency (**Attachment A**).
 - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
 - (1) All incidents dispatched by CONFIRE for Contracting Agency during the preceding calendar year; divided by
 - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
 - (3) Contracting Agency's percentage of the total number of incidents dispatched.
 - b. This formula does not include direct costs incurred for ISD radio billing pass-through (optional service) or other 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed through to each agency and are not subject to the cost-per-call formula.
2. Invoices are issued on a semi-annual basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

1. Contracting Agency shall also pay an annual premium.
 - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
 - b. Dollars paid pursuant to this provision shall:
 - (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).

- (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
 - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
- c. This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
- 2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
- 3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
- 4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
- 5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
- 6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

EXHIBIT C

to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2025 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2026 (the “Term”).
3. At any time during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **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.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party 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.
3. **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.
4. **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.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be the County of San Bernardino.
6. **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.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties 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 Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting Agency.
9. **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.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.
11. **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.

12. **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.

13. **INDEMNIFICATION.**

- A. By CONFIRE. CONFIRE shall indemnify, defend and hold harmless Contracting Agency, and all of its employees, officials, and agents ("Contracting Agency Parties"), from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of CONFIRE'S officers, agents, volunteers or employees ("CONFIRE's Parties") arising out of, or in any way attributable to, the performance of this Agreement. CONFIRE shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. CONFIRE's obligation to defend the Contracting Agency Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.
- B. By Contracting Agency. Contracting Agency shall indemnify, defend and hold harmless CONFIRE Parties from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting Agency shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. Contracting Agency's obligation to defend CONFIRE Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO "occurrence" form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

EXHIBIT E

to CONTRACTING AGENCY AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and County of San Bernardino Road Department (“Covered Entity”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit E;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

Consolidated Fire Agencies

Date: _____, 2025

By: _____

Print Name: Nathan Cooke

Its: Interim Executive Director

**County of San Bernardino Road
Department**

Date: _____, 2025

By: _____

Print Name: _____

Its: _____

APPENDIX 1 TO EXHIBIT E to CONTRACTING AGENCY AGREEMENT

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s Minimum Necessary policies and procedures.

- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and

maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes “minimum necessary” for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between

Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.



DISPATCHING COST FOR SERVICES FOR FY 2025-26
COUNTY OF SAN BERNARDINO ROAD DEPARTMENT

This Exhibit is subject to renewal annually prior to the expiration of the current Agreement.

A. Operating Costs:

These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS) Costs (600), and Equipment Reserve (5009) as established by the Contracting Agencies' share of total calls for service per the agreement between CONFIRE and the Contracting Agency.

Agency % of 2024 Call Volume (share)	0.12%
Operating Costs for 2025-26	\$ 16,303.00

B. Contract Fee (5% of \$16,303 Operating Costs): \$ 815.00

Total Costs July 1, 2025 thru June 30, 2026	\$17,118.00
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C. Payments shall be made in semi-annual installments of \$ 8,559.00

D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract.

Nathan Cooke (Interim Executive Director)
CONFIRE Representative

Date

San Bernardino County Representative

Date

**CONSOLIDATED FIRE AGENCIES
CONTRACTING AGENCY AGREEMENT
(City of Montclair)**

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the City of Montclair (“Contracting Agency”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

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: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting Agency’s employees, shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE’s employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.

3. SCOPE OF SERVICES

CONFIRE shall furnish to the Contracting Agency the services described in Exhibit A (“Services”).

4. COMPENSATION

CONFIRE shall receive payment, for Services rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”).

5. EFFECTIVE DATE AND TERM

The Effective Date and Term are set forth in Exhibit C.

6. GENERAL TERMS AND CONDITIONS

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

7. 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 Communications Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:

City of Montclair
Attn: Jason Reed, Police Chief
5111 Benito St, Montclair, CA 91763

8. HIPPA BUSINESS ASSOCIATE AGREEMENT

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

Consolidated Fire Agencies**City of Montclair**Date: _____, 2025Date: _____, 2025

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

EXHIBIT A
to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency ("Services"):
 - a. Utilizing Contracting Agency's primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
 - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
 - b. Providing emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hour per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alerting Contracting Agency's appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, Alternative Paging Methodologies (Mobile and App based), and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
 - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE's computer aided dispatch system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
 - g. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.

- h. Providing, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.
 - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc.), and providing other Geofile services necessary to the dispatch services described above.
 - i. Making available to the Contracting Agency the Agency Fire Response Map.
 - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
 - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
 - (3) Agencies may print maps and created hard copy map books at their own expense.
 - j. Providing Contracting Agency use and access to the following software programs:
 - (1) Pulse Point.
 - (2) Firstwatch (includes FOAM and First Pass modules)
 - (3) First Due (Cost based on population)
 - k. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must execute an amendment to this Agreement incorporating those services into the Services as "Additional Services" and setting forth the additional compensation to be paid for the added services.
 3. Examples of Additional Services might include:
 - a. Kronos Workforce
 - b. Tablet Command
 - c. WestNet Station Alerting
 4. Additional Services to be provided upon Effective Date of this Agreement are:
 - a. Tablet Command
 - b. West Net Station Alerting

c. Meraki Firewall

5. In receiving the Services, Contracting Agency shall do the following:

- a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
 - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
 - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
 - b. Comply with the latest technology directives issued by CONFIRE.
 - (1) The directives include, by way of illustration and not by limitation, the directive mandating the installation of a CONFIRE-approved modem on all response vehicles for the provision of Automated Vehicle Location (AVL) services.
 - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - d. Maintain all CONFIRE owned equipment according to the specifications and requirements of CONFIRE.
 - e. Maintain all radio and pager frequencies as required by CONFIRE.
6. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.

EXHIBIT B to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE has provided written notice of this sum to Contracting Agency (**Attachment A**).
 - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
 - (1) All incidents dispatched by CONFIRE for Contracting Agency during the preceding calendar year; divided by
 - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
 - (3) Contracting Agency's percentage of the total number of incidents dispatched.
 - b. This formula does not include direct costs incurred for ISD radio billing pass-through (optional service) or other 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed through to each agency and are not subject to the cost-per-call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

1. Contracting Agency shall also pay an annual premium.
 - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
 - b. Dollars paid pursuant to this provision shall:
 - (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).

- (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
 - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
- c. This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
- 2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
- 3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
- 4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
- 5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
- 6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

EXHIBIT C

to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2025 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2026 (the “Term”).
3. At any time during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **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.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party 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.
3. **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.
4. **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.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be the County of San Bernardino.
6. **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.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties 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 Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting Agency.
9. **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.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.
11. **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.

12. **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.

13. **INDEMNIFICATION.**

- A. By CONFIRE. CONFIRE shall indemnify, defend and hold harmless Contracting Agency, and all of its employees, officials, and agents ("Contracting Agency Parties"), from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of CONFIRE'S officers, agents, volunteers or employees ("CONFIRE's Parties") arising out of, or in any way attributable to, the performance of this Agreement. CONFIRE shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. CONFIRE's obligation to defend the Contracting Agency Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.
- B. By Contracting Agency. Contracting Agency shall indemnify, defend and hold harmless CONFIRE Parties from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting Agency shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. Contracting Agency's obligation to defend CONFIRE Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO "occurrence" form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

EXHIBIT E

to CONTRACTING AGENCY AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and the City of Montclair (“Covered Entity”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit E;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

Consolidated Fire Agencies

City of Montclair

Date: _____, 2025

Date: _____, 2025

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

APPENDIX 1 TO EXHIBIT E to CONTRACTING AGENCY AGREEMENT

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s Minimum Necessary policies and procedures.

- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and

maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes “minimum necessary” for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between

Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.



DISPATCHING COST FOR SERVICES FOR FY 2025-26
CITY OF MONTCLAIR FIRE DEPARTMENT

This Exhibit is subject to renewal annually prior to the expiration of the current Agreement.

A. Operating Costs:

These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS-600), and Equipment Reserve (5009) as established by the Contracting Agencies' share of total calls for service per the agreement between CONFIRE and the Contracting Agency. Included are direct licensing and support costs for certain additional services as listed in the Service Agreement - Section 4 of Exhibit A: Scope of Services.

Agency % of 2024 Call Volume (share)	1.96%
Operating Costs for 2025-26	\$ 305,820.00

B. Contract Fee (5% of \$305,820 Operating Costs):

Per Exhibit B (Compensation) Section B.1 of agreement.	\$ 15,291.00
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Total Costs July 1, 2025 thru June 30, 2026	\$ 321,111.00
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C. Payments shall be made in quarterly installments of

\$ 80,278.00

D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract except for telephone services charges under paragraph B.3 of Exhibit B in the contract.

Nathan Cooke (Interim Executive Director)	
CONFIRE Representative	Date

City of Montclair Representative	Date

**CONSOLIDATED FIRE AGENCIES
CONTRACTING AGENCY AGREEMENT
(Running Springs Fire Department)**

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the Running Springs Fire Department (“Contracting Agency”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

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: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting Agency’s employees, shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE’s employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.

3. **SCOPE OF SERVICES**

CONFIRE shall furnish to the Contracting Agency the services described in Exhibit A (“Services”).

4. **COMPENSATION**

CONFIRE shall receive payment, for Services rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”).

5. **EFFECTIVE DATE AND TERM**

The Effective Date and Term are set forth in Exhibit C.

6. **GENERAL TERMS AND CONDITIONS**

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

7. **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 Contracting Agency:

Running Springs Fire Department
PO Box 2206
31250 Hilltop Blvd.
Running Springs, CA 92382

8. **HIPPA BUSINESS ASSOCIATE AGREEMENT**

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

Consolidated Fire Agencies**Running Springs Fire Department**Date: _____, 2025Date: _____, 2025

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

EXHIBIT A
to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Utilizing Contracting Agency’s primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
 - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol. This also includes the use of an Emergency Care Nurse System (ECNS).
 - b. Providing emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hour per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alerting Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, Alternative Paging Methodologies (Mobile and App based), and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
 - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE’s computer aided dispatch system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
 - g. Provide 40-hour per week Duty Chief coverage for the Valley Dispatch Center.

- h. Providing, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.
 - (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc.), and providing other Geofile services necessary to the dispatch services described above.
 - i. Making available to the Contracting Agency the Agency Fire Response Map.
 - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
 - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
 - (3) Agencies may print maps and created hard copy map books at their own expense.
 - j. Providing Contracting Agency use and access to the following software programs:
 - (1) Pulse Point.
 - (2) Firstwatch (includes FOAM and First Pass modules)
 - (3) First Due (Cost based on population)
 - k. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must execute an amendment to this Agreement incorporating those services into the Services as "Additional Services" and setting forth the additional compensation to be paid for the added services.
3. Examples of Additional Services might include:
- a. Kronos Workforce
 - b. Tablet Command
 - c. WestNet Station Alerting
4. Additional Services to be provided upon Effective Date of this Agreement are:
- a. Tablet Command
 - b. West Net Station Alerting

c. Meraki Firewall

5. In receiving the Services, Contracting Agency shall do the following:
 - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
 - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.
 - (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
 - b. Comply with the latest technology directives issued by CONFIRE.
 - (1) The directives include, by way of illustration and not by limitation, the directive mandating the installation of a CONFIRE-approved modem on all response vehicles for the provision of Automated Vehicle Location (AVL) services.
 - (2)
 - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
 - d. Maintain all CONFIRE owned equipment according to the specifications and requirements of CONFIRE.
 - e. Maintain all radio and pager frequencies as required by CONFIRE.
6. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.

EXHIBIT B to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. In exchange for the Services set forth in **Exhibit A**, paragraph 1, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE has provided written notice of this sum to Contracting Agency (**Attachment A**).
 - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
 - (1) All incidents dispatched by CONFIRE for Contracting Agency during the preceding calendar year; divided by
 - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
 - (3) Contracting Agency's percentage of the total number of incidents dispatched.
 - b. This formula does not include direct costs incurred for ISD radio billing pass-through (optional service) or other 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed through to each agency and are not subject to the cost-per-call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

B. ADDITIONAL FEES:

1. Contracting Agency shall also pay an annual premium.
 - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
 - b. Dollars paid pursuant to this provision shall:
 - (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).

- (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
 - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
- c. This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
- 2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
- 3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
- 4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
- 5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
- 6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

EXHIBIT C

to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2025 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2026 (the “Term”).
3. At any time during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **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.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party 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.
3. **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.
4. **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.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be the County of San Bernardino.
6. **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.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties 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 Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting Agency.
9. **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.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.
11. **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.

12. **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.

13. **INDEMNIFICATION.**

- A. By CONFIRE. CONFIRE shall indemnify, defend and hold harmless Contracting Agency, and all of its employees, officials, and agents ("Contracting Agency Parties"), from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of CONFIRE'S officers, agents, volunteers or employees ("CONFIRE's Parties") arising out of, or in any way attributable to, the performance of this Agreement. CONFIRE shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. CONFIRE's obligation to defend the Contracting Agency Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.
- B. By Contracting Agency. Contracting Agency shall indemnify, defend and hold harmless CONFIRE Parties from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting Agency shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. Contracting Agency's obligation to defend CONFIRE Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO "occurrence" form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

EXHIBIT E

to CONTRACTING AGENCY AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and the Running Springs Fire Department (“Covered Entity”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit E;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

Consolidated Fire Agencies

Running Springs Fire Department

Date: _____, 2025

Date: _____, 2025

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

APPENDIX 1 TO EXHIBIT E to CONTRACTING AGENCY AGREEMENT

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s Minimum Necessary policies and procedures.

- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and

maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes “minimum necessary” for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between

Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.



DISPATCHING COST FOR SERVICES FOR FY 2025-26 RUNNING SPRINGS FIRE DEPARTMENT

This Exhibit is subject to renewal annually prior to the expiration of the current Agreement.

A. Operating Costs:

These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Management Information Services (MIS-600), and Equipment Reserve (5009) as established by the Contracting Agencies' share of total calls for service per the agreement between CONFIRE and the Contracting Agency. Included are direct licensing and support costs for the following services:

First Due	First Watch
Pulse Point	Meraki Firewall
Tablet Command	West Net Station Alerting
40-hour Duty Chief coverage in Dispatch	

Agency % of 2024 Call Volume (share)	0.20%
Operating Costs for 2025-26	\$ 58,359.00

B. Contract Fee (5% of Operating Costs):

(will not be assessed without new contract)	(\$0.00)
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Total Costs July 1, 2025 thru June 30, 2026	\$ 58,359.00
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C. <u>Payments shall be made in semi-annual installments of</u>	\$ 29,180.00
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D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract except for telephone and radio/pager service charges as per the contract.

Nathan Cooke (Interim Executive Director)
CONFIRE Representative

Date

Running Springs Fire Department Representative

Date

AGREEMENT FOR DISPATCH AND ALERTING SERVICES
(Yuhaaviatam of San Manuel Nation)

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq, and Yuhaaviatam of San Manuel Nation (“Contracting Agency”). CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

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-1: Scope of Services for Dispatching
- Exhibit A -2: Scope of Services for Inland Empire Regional Interoperability Project
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D [reserved]
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on July 1, 2025 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the initial term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2030.
- c. Upon the expiration of the initial term of this Agreement (see 2.b. above), the term of this Agreement shall automatically renew for successive one (1) year terms each July 1st unless either Party notifies the other Party at least sixty (60) days prior to renewal of its intention to terminate the Agreement.

3. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency nor any of Contracting Agency's employees shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE's employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided employees of Contracting Agency.
- d. CONFIRE 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 CONFIRE's employees.

4. SCOPE OF SERVICES

CONFIRE shall furnish to the Contracting Agency the services described in the following Exhibits:

- Exhibit A-1
- Exhibit A-2

Together Exhibits A-1 and A-2 are hereinafter referred to as the Services.

5. COMPENSATION

CONFIRE shall receive payment, for Services 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. 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 Contracting Agency:

Yuhaaviatam of San Manuel Nation
 Attn: Keith Alexander, Fire Chief
 26540 Indian Service Road
 Highland, CA 92346

8. [RESERVED]

[reserved]

9. HIPPA BUSINESS ASSOCIATE AGREEMENT

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

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

**Yuhaaviatam of San Manuel Nation,
a federally recognized Indian tribe**

Date: _____, 2025

By: _____

Print Name: _____

Its: _____

EXHIBIT A-1

to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

- A. CONFIRE shall provide the following Dispatch services to the Contracting Agency (“Services”):
1. Fire Dispatch
 2. Emergency Medical Dispatch
 3. Station Alerting
 4. Tablet Command
 5. Pulse Point
 6. Firstwatch
 7. Administer Westnet Alerting Maintenance Agreement
- B. CONFIRE shall not be obligated to perform any services other than the Services listed above for Contracting Agency.
- C. Should Contracting Agency desire additional services from CONFIRE, and should CONFIRE agree to provide such services, the parties must execute an amendment to this Agreement incorporating those services into the Services and setting forth the additional compensation to be paid for the added services.

EXHIBIT A-2

to CONTRACTING AGENCY AGREEMENT

**INLAND EMPIRE REGIONAL INTEROPERABILITY PROJECT
SCOPE OF SERVICES**

1. CONFIRE shall provide the following services to Contracting Agency on behalf of the Inland Empire Regional Interoperability Project (IE RIP) ("Services"):
 - a. Administrative and fiscal oversight of the Inland Empire Regional Interoperability Project (IE RIP) CAD to CAD solution (Central Square Technologies, Inc, hereinafter referred to as "Vendor") as set forth in the IE RIP Memorandum of Understanding, which Contracting Agency entered into separately. By way of illustration and not limitation, such oversight shall include:
 - (1) Billing and collection of fees associated with the operation of the IE RIP CAD to CAD solution.
 - (2) Coordination of on-boarding process for new agencies to become users of the IE RIP CAD to CAD Solution.
 - b. Coordination of IE RIP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE RIP MOU.
 - c. Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE RIP CAD to CAD solution.
 - d. Provision of dedicated staff to act as System Administrator for the IE RIP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, shall include:
 - (1) Initial level of support based on Service Level Agreement, Exhibit E to the agreement between CONFIRE and Vendor.
 - e. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
 - f. CONFIRE and Vendor entered into an Agreement for the IE RIP CAD to CAD solution. The Agreement provides that Vendor shall indemnify, defend and hold free and harmless CONFIRE for any claim that 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 Vendor, its directors, officials, officers, employees, contractors, subcontractors, consultants or subconsultants. In the event that Contracting Agency has such a claim against Vendor, CONFIRE shall contact Vendor and seek indemnification for the benefit

of Contracting Agency. CONFIRE shall have no obligation to indemnify, defend or hold Contracting Agency harmless for any claim against Vendor.

2. In receiving the Services, the Contracting Agency shall do the following:
 - a. Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational and technical staff with decision-making authority regarding this Agreement and the IE RIP MOU.
 - b. For Member Agencies, appoint an authorized representative for IE RIP Member Agency Committees, as necessary.
 - c. Abide by all aspects of the IE RIP MOU
 - d. Abide by all relevant aspects of the Service Level Agreement contained within the contract between CONFIRE and Vendor.

EXHIBIT B

to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid for the Services listed in Exhibit A-1 and A-2 is as follows:

EXHIBIT A-1: DISPATCH FEE:

1. Contracting Agency shall pay CONFIRE an annual fee of One Hundred Fifty-Eight Thousand Four Hundred Eighteen Dollars (\$158,418).
2. Contracting Agency shall pay an additional Contract Charge of 5% of the annual fee. For FY 25-26 this fee is Seven Thousand Nine Hundred Twenty-One Dollars (\$7,921)
3. Total Compensation for services rendered for FY 25-26 is One Hundred Sixty-Six Thousand Three Hundred Thirty-Nine Dollars (\$166,339).
4. Payment shall be made in quarterly installments of Forty-One Thousand Five Hundred Eighty-Five (\$41,585)
5. Payment shall be made within thirty (30) days of the issuance of the invoice.

EXHIBIT A-2- IE RIP (CAD TO CAD) FEE:

1. One-time initial costs for participating in the IE RIP CAD to CAD Project will be funded through grants procured by CONFIRE.
2. Annual fees for participating in the IE RIP CAD to CAD Program will be covered by grant funding. In the event that CONFIRE is unable to secure funding, the agencies will be charged their pro-rata amount.
3. These fees will be annually paid by CONFIRE to the Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs identified in Paragraph 2, above. Notwithstanding the foregoing, billing for the Cloud Hosting & Escrow Fee described in Section 2 above shall commence upon the 2nd year of the IE RIP CAD to CAD Program.
4. Payment shall be made within thirty (30) days of the issuance of the invoice.

EXHIBIT C to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **TERMINATION.**
 - A. **EXHIBIT A-1 SCOPE OF WORK:** Either Party may terminate this Agreement with or without cause by providing the other Party at least sixty (60) days prior written notice, and such termination shall be effective upon the next June 30th that is at least sixty (60) days after written notice to terminate was tendered.
 - B. **EXHIBIT A-2 SCOPE OF WORK:** Either Party may terminate this Agreement in accordance with the terms set forth in Section 11 of the Inland Empire Interoperability Project Memorandum of Understanding.
2. **[RESERVED]**
3. **PROVISIONS REQUIRED BY APPLICABLE LAW.** Any law or change in applicable law that applies to this Agreement, is deemed inserted in this Agreement. Any Party that becomes aware of such a law may request a meeting with the other Party to discuss the impact on this Agreement. 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.
4. **ASSIGNMENT AND SUCCESSORS.** Neither Party 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.
5. **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.
6. **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.
7. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. Any action or claim brought by any Party to this Agreement may be addressed by any court of competent jurisdiction in Southern California.
8. **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.
9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties 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 Contracting Agency.
10. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting Agency.
11. **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.
12. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.

13. **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.
14. **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.
15. **CONFIDENTIALITY.** CONFIRE agrees to comply with all applicable rules and regulations established by Federal, State, local or tribal authorities regarding access, use, storage and release of confidential information.

EXHIBIT D
to CONTRACTING AGENCY AGREEMENT
[RESERVED]

to CONTRACTING AGENCY AGREEMENT

**BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Yuhaaviatam of San Manuel Nation (“Covered Entity”). Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit E.

WHEREAS, Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103; and

WHEREAS, Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity; and

WHEREAS, 45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

WHEREAS, Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i); and

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

AGREEMENT

1. General Terms and Conditions

The General Terms and Conditions to this BAA are set forth in Appendix 1.

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

Consolidated Fire Agencies

**Yuhaaviatam of San Manuel Nation, a
federally recognized Indian tribe**

Date: _____, 2025

Date: _____, 2025

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: _____

Its: Interim Executive Director

Its: _____

Appendix 1
General Terms and Conditions to BAA

I. DEFINITIONS.

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix A, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s Minimum Necessary policies and procedures.
- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
 - iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
 - v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper

management and administration or to carry out its legal responsibilities.

- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.
- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for

purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.
- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and

comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.

- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA 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 BAA 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 BAA.