



CONFIRE BOARD OF DIRECTORS

TUESDAY, MAY 30, 2023 – 10:00 AM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Board of Directors Meeting is scheduled for Tuesday, May 30, 2023, 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 Board of Directors.

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

OPENING

- a. Call to order
- b. Flag Salute

ROLL CALL

PUBLIC COMMENT

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require member abstentions due to conflict of interests and financial interests. Board Member 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 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 Board of Directors Minutes of March 16, 2023
- [2.](#) CONFIRE Operations Statement thru April 30, 2023
- [3.](#) FY 2022-23 Fund Balance Report as of April 30, 2023
- [4.](#) 2023 YTD Call Summary
- [5.](#) YTD Answer Times
- [6.](#) Billable Incidents

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

- a. Staffing
- b. EMD
- c. ECNS
- d. Management Updates

OLD BUSINESS

NEW BUSINESS

- [7.](#) Acceptance of UASI 2022 Grant Funds - Mike Bell - **ACTION ITEM**
- [8.](#) Discussion of draft agreement between CONFIRE and San Bernardino County for certain administrative functions. - **DISCUSSION / ACTION ITEM**
- [9.](#) Resolution #2023-01: Approval of Worker's Comp program with California Interagency Risk Authority (CIRA) - **ACTION ITEM**
- [10.](#) Resolution #2023-02: Approval of transition to stand-alone entity in San Bernardino County Employees Retirement Association (SBCERA). - **ACTION ITEM**

11. Budget FY23/24 Resolution #2023-03 - Karen Hardy - **ACTION ITEM**

CLOSED SESSION:

12. The Board of Directors will meet in closed session to review and update anticipated Litigation-Significant exposure to litigation pursuant to Government Code section 4596.9 (b): County Ambulance RFP
13. Pursuant to Government Code section 54956.9(a), the Board of Directors will meet in closed session to receive an update on litigation to which CONFIRE is a part.
14. Conference with Labor Negotiator - Government Code section 54957.6 CONFIRE Negotiator - Nathan Cooke, Employee Organization(s) - Emergency Service Dispatchers of San Bernardino County Association.

ADJOURNMENT

NEXT MEETING: To be determined.

POSTING:

This is to certify that on May 24, 2023, 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
Administrative Secretary I



BOARD OF DIRECTORS MEETING

THURSDAY, MARCH 16 – 10:00 A.M.

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

MINUTES

ROLL CALL

BOARD OF DIRECTORS COMMITTEE MEMBERS:

Chair – Lynne Kennedy, Mayor Pro Tem – City of Rancho Cucamonga

Vice Chair – Phill Dupper, Mayor – City of Loma Linda *Absent*

Dan Leary, Board President – Apple Valley Fire Protection District - *Absent*

Harvey Luth, Board Member – Chino Independent Fire District

John Echevarria, Council Member – City of Colton

Denise Davis, Council Member – City of Redlands *Absent*

Andy Carrizales, Mayor Pro Tem – City of Rialto - *Absent*

Joe Baca, Jr., 5th District Supervisor – San Bernardino County

Elizabeth Becerra, Council Member – City of Victorville

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 (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 Board of Director member abstentions shall be stated under this item for recordation on the appropriate item.

No conflicts were announced.

CONSENT ITEMS

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

1. Approve the Board of Directors Minutes of February 28, 2023
2. Single Audit 2022
3. FY 22-23 CONFIRE Operations Statement

4. YTD Call Summary
5. YTD Billable Incidents
6. YTD PSAP Answer Time

ACTION REQUEST: The Administrative Committee requests the Board accept and approve consent items 1 thru 6.

ACTION: *The CONFIRE Board of Directors accepts and approves consent items 1 - 6.*

Motion by: *Elizabeth Becerra*

Second: *Joe Baca Jr.*

Dan Leary – Absent

Harvey Luth - Yes

John Echevarria – Yes

Phill Dupper – Absent

Lynne Kennedy – Yes

Denise Davis – Absent

Andy Carrizales - Absent

Joe Baca Jr., - Yes items 2-6, abstained from item 1 2/28/23 Minutes.

Elizabeth Becerra - Yes

Ayes: 5

Noes: 0

Abstain: *Joe Baca Jr. from 2/28/23 minutes only**

Absent: 4

Motion Approved

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

- Winter storm incident update

OLD BUSINESS

NEW BUSINESS

7. Allocation of FY 2021-22 Fund Balance – **ACTION ITEM**

ACTION REQUEST: It is recommended that the CONFIRE Board of Directors (BOD) approve the proposed audit fund balance allocation plan for FY 2021-22 as listed.

- a. General Operating Fund (5008) FY 2022 Year End Fund Balance \$2,695,737.
 - i. Hold an available fund balance of \$1,390,237 remaining in compliance just above the Board policy to retain at least 10% of the Operating Budget.
 - ii. Transfer \$305,500 to General Reserve Fund (5010) in compliance to Fund Policy to have at least 25% fund balance of operating budget.

- iii. Transfer \$1,000,000 to emergency medical Services (5020) for startup funding of new enterprise fund.
- b. Equipment Reserve Fund (5010)
Retain the current fund balance \$2,235,360 for the use to procure information technology equipment, software, and/or services for CONFIRE and Agencies.
- c. General Reserve Fund (5010)
 - i. Retain the fund balance of \$6,151,643 increased with this authorization of this motion to transfer \$305,500 from Fund 5008 retaining \$6,457,143 balance for the following needs:
 - a) Per Board policy to retain at least 25% of the Operating Budget (5008) cost in the amount of \$3,207,143
 - b) EMD Optimization (ECNS) Project = \$250,000
 - c) \$3,000,000 currently reserved for CIP funding
- d. Employee Term Benefits Reserve (5011)
 - i. Retain the current fund balance of \$1,610,781 in for the following:
 - a) Per Board policy maintain restricted funding for Compensated Absences in the amount of \$534,982 as of the June 30, 2021 current liability.
 - b) Leave remaining balance of \$1,392,702 from unfunded liability of pensions or other employee benefit liabilities.
- e. CAD-to-CAD Project Special Revenue Fund (5019)
Retain the restricted fund balance \$904,203 for implementation and operational tasks of the regional computer aided dispatch Inland Empire Public Safety Operations Platform (IE PSOP).
- f. Emergency Medical Services Division Fund Enterprise Fund (5020)
Receive the transfer in from Fund 5008 of \$1,000,000 for funding source for financial operations of the Emergency medical Services Division of CONFIRE.

ACTION: *The CONFIRE Board of Directors accepts and approves the audited fund balance allocation plan for FY 2021-22 as presented.*

Motion by: *Joe Baca Jr.*

Second: *John Echevarria*

Dan Leary – Absent

Harvey Luth - Yes

John Echevarria – Yes

Phill Dupper – Absent

Lynne Kennedy – Yes

Denise Davis – Absent

Andy Carrizales - Absent

Joe Baca Jr., - Yes

Elizabeth Becerra - Yes

Ayes: 5

Noes: 0

Abstain: 0

Absent: 4

Motion Approved

8. Re-Classification and Recruitment Request for an Executive Director and Deputy Executive Director – **ACTION ITEM**

ACTION REQUEST: Approve request to enable CONFIRE staff and the Administrative Committee to initiate a reclassification review process with San Bernardino County HR to change the current Communications and Assistant Communications Director position to CONFIRE Executive Director and Deputy Executive Director respectively.

ACTION: *The CONFIRE Board of Directors approves the Re-Classification and Recruitment request for an Executive Director and Deputy Executive Director.*

Motion by: *Joe Baca Jr.*

Second: *Elizabeth Becerra*

Dan Leary – Absent

Harvey Luth - Yes

John Echevarria – Yes

Phill Dupper – Absent

Lynne Kennedy – Yes

Denise Davis – Absent

Andy Carrizales - Absent

Joe Baca Jr., - Yes

Elizabeth Becerra - Yes

Ayes: 5

Noes: 0

Abstain: 0

Absent: 4

Motion Approved

9. EMD Division Fund Loan – **ACTION ITEM**

ACTION REQUEST: Request the Board of Directors (BOD) authorize the Interim Director and CONFIRE staff to work on securing a low interest rate loan from CONFIRE Member/Contract Agencies, from the State of California, The Federal Government, or other private entity, that will be deposited into and restricted in the Emergency Medical Services (EMS) Division Fund.

The loan amount should be sufficient to pay for all salaries and benefits for the first quarter of operation related to EMS Division personnel. The loan should also include enough funds to ensure the EMS Division fund balance has a twenty five percent fund balance (reserves).

The loan will only be fully executed and accepted by CONFIRE, if CONFIRE is awarded the contract by the County of San Bernardino for Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County.

The loan, the loan amount, the loan interest rate, and loan pay-back schedule, must all be approved by the BOD, prior to CONFIRE staff securing the loan.

ACTION: *The CONFIRE Board of Directors authorizes the Interim Director and CONFIRE staff to work on securing a low interest rate loan to fund the EMS Division.*

Motion by: *John Echevarria*

Second: *Elizabeth Becerra*

Dan Leary – Absent

Harvey Luth - Yes

John Echevarria – Yes

Phill Dupper – Absent

Lynne Kennedy – Yes

Denise Davis – Absent

Andy Carrizales - Absent

Joe Baca Jr., - Abstain

Elizabeth Becerra - Yes

Ayes: *5*

Noes: *0*

Abstain: *Joe Baca Jr.**

Absent: *4*

Motion Approved

**After consulting with legal counsel, legal counsel states quorum is achieved, abstaining party's vote goes towards the majority vote, thus both items passed. Legal counsel Lindsay Moore with KB Legal.*

CLOSED SESSION

- The Board of Directors will meet in closed session to review and update anticipated Litigation – Significant exposure to litigation to Government Code section 4596.9(b). San Bernardino County Ambulance RFP response.

No reportable action from closed session.

ADJOURNMENT

ACTION: *To adjourn the CONFIRE Board of Directors' Meeting*

MOTION BY: *Lynne Kennedy*

Ayes: 5

Noes: 0

Abstain: 0

Absent: 4

The meeting adjourned at 10:51 a.m.

Next Meeting: To be determined.

_____/s/ Liz Berry

Liz Berry

Administrative Secretary I



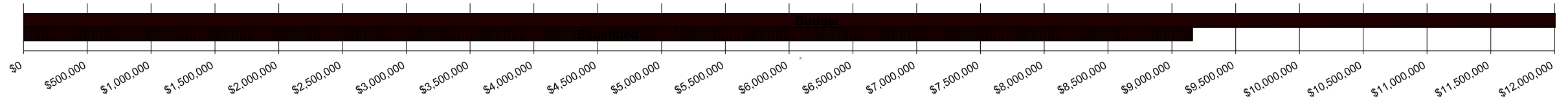
**OPERATIONS FUND 5008
MONTHLY SUMMARY FY 2022-23**

Transactions thru April, 2023

Item 2.

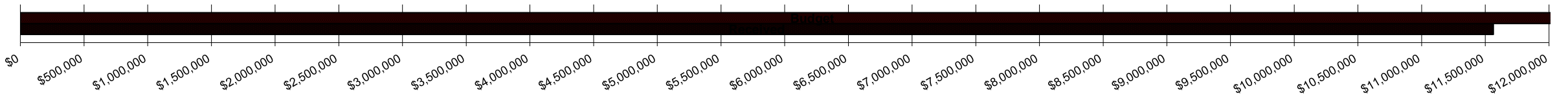
| Expenditures | 3 PP | | | | | | | | | | | | 3 PP | Total YTD | 2022/23 | Bud - Exp | % Used |
|---------------------------------|----------------|------------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|----------------|----------|----------|------------------|-------------------|--------------------|--------------|--------|
| | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | | | | | |
| Salary/Benefits | 479,125 | 474,647 | 480,955 | 536,867 | 722,854 | 543,772 | 489,153 | 529,588 | 594,327 | 685,434 | - | - | 5,536,722 | 8,168,858 | \$2,632,136 | 67.8% | |
| Overtime/Call Back | 30,415 | 32,897 | 33,822 | 32,497 | 46,289 | 31,703 | 27,647 | 39,659 | 39,444 | 52,839 | - | - | 367,212 | 323,000 | -\$44,212 | 113.7% | |
| Phone/Circuits/Internet | 38,249 | 31,909 | 44,221 | 48,353 | 46,048 | 35,312 | 46,919 | 30,602 | 67,591 | 37,459 | - | - | 426,663 | 589,467 | \$162,804 | 72.4% | |
| County IS/Data Services/Counsel | 13,287 | (6,244) | 8,333 | 9,927 | 17,780 | 7,666 | 1,221 | 13,578 | 21,626 | (43,227) | - | - | 43,945 | 60,926 | \$16,981 | 72.1% | |
| Radio/Pager, Console Maint | - | 41,784 | 42,098 | 43,871 | 41,255 | 45,609 | 42,132 | 42,182 | 41,767 | 42,374 | - | - | 383,074 | 516,947 | \$133,873 | 74.1% | |
| Computer Software | 18,738 | 1,148,207 | 212,456 | (64,623) | 46,978 | - | 650 | 1,633 | 570,576 | 300 | - | - | 1,934,915 | 1,891,258 | (\$43,657) | 102.3% | |
| Computer Hardware | 129 | (129) | - | - | 866 | - | - | 552 | - | (856) | - | - | 562 | 18,450 | \$17,888 | 3.0% | |
| Office Exp/Copier Lease | 6,539 | 2,693 | 3,383 | 4,027 | 4,574 | 5,465 | 3,057 | 5,954 | 31,918 | 3,956 | - | - | 71,567 | 98,245 | \$26,678 | 72.8% | |
| Insurance/Auditing | 31,987 | - | 22,522 | 4,788 | 8,000 | 4,600 | - | - | - | - | - | - | 71,897 | 69,792 | (\$2,105) | 103.0% | |
| Payroll/HR/Medical Director | 74,878 | 904 | 5,473 | 10,081 | 8,570 | 3,912 | 9,094 | 6,068 | 19,726 | 2,745 | - | - | 141,452 | 352,183 | \$210,731 | 40.2% | |
| Travel/Training | 3,498 | 612 | 4,662 | 720 | 1,820 | 5,003 | 245 | 6,180 | 1,392 | 3,005 | - | - | 27,138 | 70,000 | \$42,862 | 38.8% | |
| Auto/Structure/Fuel | - | 1,942 | 4,309 | 2,319 | 6,905 | 2,916 | 1,628 | 1,709 | (3,062) | 2,250 | - | - | 20,916 | 30,077 | \$9,161 | 69.5% | |
| Other/HDGC Rent/Equip Trans | 13,658 | 13,789 | 26,416 | 141 | 14,273 | 14,752 | 12,082 | 15,028 | 12,750 | 12,085 | - | - | 134,974 | 251,488 | \$116,514 | 53.7% | |
| Total | 710,504 | 1,743,011 | 888,650 | 628,970 | 966,212 | 700,711 | 633,828 | 692,732 | 1,398,056 | 798,364 | - | - | 9,161,038 | 12,440,691 | \$3,279,653 | 73.6% | |

% Fiscal Year Passed 83.3%



| Revenue | | | | | | | | | | | | | Received | Budget | Difference | % Rcvd |
|--------------|------------------|---------------|--------------|------------------|-----------|-----------|------------------|--------------|--------------------|------------------|----------|----------|-------------------|-------------------|------------------|------------|
| | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | | | | |
| Services | 3,144,053 | 15 | (7,103) | 3,167,239 | 15 | 15 | 3,216,492 | - | - | 3,194,486 | - | - | 12,715,211 | 12,432,190 | (\$283,021) | 102% |
| Interest | 7,689 | (7,689) | - | 11,854 | - | - | 18,572 | - | - | 34,727 | - | - | 65,153 | - | (\$65,153) | |
| Other | - | 59,228 | 14,627 | 13,033 | - | - | (72) | 1,490 | (1,305,500) | - | - | - | (1,217,195) | - | \$1,217,195 | |
| Total | 3,151,741 | 51,554 | 7,524 | 3,192,126 | 15 | 15 | 3,234,991 | 1,490 | (1,305,500) | 3,229,213 | - | - | 11,563,170 | 12,432,190 | \$869,020 | 93% |

% Fiscal Year Passed 83.3%





CONFIRE

**FY 2022-2023
Fund Balance Report
as of April 30, 2023**

Operations Fund (5008)

| | | | |
|--|---------------------------|-----------|------------------|
| Audited Fund Balance 7/1/22 | | * \$ | 2,695,737 |
| Revenue | 12,868,670 | | |
| Expenditures | (9,161,038) | | |
| | Net | | 3,707,632 |
| Board Approved March 2023 | | | |
| Transfers Out to Fund 5010 for 25% Balance | (305,500) | | |
| Transfers Out to 5020 - EMS Startup | (1,000,000) | | |
| | Net Transfers In/Out | | (1,305,500) |
| | Total Fund Balance | \$ | 5,097,869 |

*FY 2022-23 Operating costs 10% is \$1,282,856 Per Board Policy

Equipment Reserve Fund (5009)

| | | | |
|-----------------------------|---------------------------|-----------|------------------|
| Audited Fund Balance 7/1/22 | | \$ | 2,235,361 |
| Revenue | 692,268 | | |
| Expenditures | (383,575) | | |
| | Net | | 308,693 |
| | Total Fund Balance | \$ | 2,544,054 |

General Reserve Fund (5010)

| | | | |
|-------------------------------|---------------------------|------|------------------|
| Audited Fund Balance 7/1/22 | | * \$ | 6,151,643 |
| Revenue | 344,976 | | |
| Expenditures | (827,958) | | |
| Grant Funds Due to CAD to CAD | 90,000 | | |
| | Net | | 107,018 |
| | Total Fund Balance | | 6,258,661 |

Board Approved Transfers

| | | | |
|--|---------------------------|-----------|---------------------|
| Transfers-In to from Fund 5019 (Loan Pmt.) | 500,000 | | |
| Transfer-In from Fund 5008 - Replenish 25% | 305,500 | | |
| | | | 305,500 |
| | Total Fund Balance | \$ | 6,564,161.01 |

Restricted Fund Balance

| | | | |
|---------------------------------|-------------------------------|-----------|------------------|
| Reserve for CIP | 3,000,000 | | |
| EMD Optimization (ECNS) Project | 250,000 | | |
| | Net Committed | | 3,250,000 |
| | Available Fund Balance | \$ | 3,314,161 |

*FY 2022-23 Operating costs 25% is \$3,207,140



**FY 2022-2023
Fund Balance Report
as of April 30, 2023**

Term Benefits Reserve Fund (5011)

| | | |
|----------------------------------|---------------------------|-----------------------------------|
| Audited Fund Balance 7/1/22 | | \$ 1,610,781 |
| Revenue | 280,354 | |
| Expenditures | | |
| | Net | <u>280,354</u> |
| Transfer Comp. Absence From 5008 | - | |
| Unfunded Liability | | |
| | Net Transfers In/Out | - |
| | Total Fund Balance | <u><u>\$ 1,891,135</u></u> |


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

| | | |
|---|---------------------------|---------------------------------|
| Audited Fund Balance 7/1/22 | | \$ 904,203 |
| Revenue | 34,383 | |
| Expenditures | (278,019) | |
| | Net | <u>(243,636)</u> |
| Transfers-out back into Fund 5010 (Loan Pmt.) | (500,000) | |
| | Net Transfers In/Out | <u>(500,000)</u> |
| | Total Fund Balance | <u><u>\$ 160,567</u></u> |

Emergency Medical Service Division Enterprise Fund (5020)

| | | |
|--|-------------------------------|-----------------------------------|
| Fund Balance 01/01/23 | | \$ - |
| Revenue | 83,054 | |
| Expenditures | - | |
| | Net | <u>83,054</u> |
| <u>Board Approved March 2023</u> | | |
| Transfer In from Fund 5008 - Start up Fund | <u>\$ 1,000,000</u> | |
| | Net Transfers In/Out | <u>1,000,000</u> |
| | Available Fund Balance | <u><u>\$ 1,083,054</u></u> |

| | |
|--|----------------------|
| Total Beginning Fund Balance - 07/01/22 | \$ 13,597,725 |
| Total Ending Fund Balance - 02/28/23 | \$ 17,340,840 |



Call Summary

CONFIRE/Comm Center

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

Year: 2023

From: 1/1/2023

To: 4/30/2023

Period: Month

Group: All

Call Type: Include Abandoned

Abandoned Filters:

CONFIRE

| Date | 911 | 911 Abdn | Total 911 | 911 Abdn Percentage | 10-Digit Emergency Inbound | 10-Digit Emergency Abdn | Total 10-Digit Emergency | Admin Outbound | Admin Inbound | Admin Inbound Abandoned | Total Admin | Total All Calls | Average Call Duration |
|--------------------|-------|----------|-----------|---------------------|----------------------------|-------------------------|--------------------------|----------------|---------------|-------------------------|-------------|-----------------|-----------------------|
| Jan-22 | 17428 | 41 | 17469 | 0.23% | 11753 | 374 | 12127 | 14651 | 4522 | 104 | 19277 | 48873 | 101.8 |
| Feb-22 | 16539 | 64 | 16603 | 0.39% | 11441 | 366 | 11807 | 14177 | 4174 | 128 | 18479 | 46889 | 103.4 |
| Mar-23 | 17634 | 59 | 17693 | 0.33% | 12769 | 502 | 13271 | 17310 | 4768 | 99 | 22177 | 53141 | 109.7 |
| Apr-23 | 17536 | 85 | 17621 | 0.48% | 11581 | 365 | 11946 | 15027 | 4848 | 69 | 19938 | 49505 | 113.5 |
| 2023 Totals | 69137 | 249 | 69386 | 0.36% | 47544 | 1607 | 49151 | 61165 | 18312 | 400 | 79871 | 198408 | 107.1 |
| 2022 Totals | 73950 | 1903 | 75853 | 2.17% | 48102 | 3579 | 51681 | 58768 | 20883 | 860 | 80511 | 208045 | 109.5 |



CONFIRE

PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2023 - 4/30/2023

Agency: Fire

Affiliation:

From: 1/1/2023

To: 4/30/2023

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

| Call Hour | Answer Times In Seconds | | | | | | | Total |
|----------------------------|-------------------------|-------|---------|---------|---------|----------|-------|---------|
| | 0 - 10 | 11-15 | 16 - 20 | 21 - 40 | 41 - 60 | 61 - 120 | 120+ | |
| January 2023 Total | 16,325 | 465 | 252 | 329 | 71 | 27 | 0 | 17,469 |
| % answer time ≤ 10 seconds | 93.45% | 2.66% | 1.44% | 1.88% | 0.41% | 0.15% | 0.00% | 100.00% |
| % answer time ≤ 15 seconds | 96.11% | | | | | | | |
| % answer time ≤ 40 seconds | 99.44% | | | | | | | |
| February 2023 Total | 15,275 | 504 | 283 | 415 | 77 | 48 | 1 | 16,603 |
| % answer time ≤ 10 seconds | 92.00% | 3.04% | 1.44% | 1.88% | 0.41% | 0.15% | 0.00% | 100.00% |
| % answer time ≤ 15 seconds | 95.04% | | | | | | | |
| % answer time ≤ 40 seconds | 99.24% | | | | | | | |
| March 2023 Total | 15,937 | 672 | 369 | 495 | 160 | 57 | 3 | 17,693 |
| % answer time ≤ 10 seconds | 90.08% | 3.80% | 2.09% | 2.80% | 0.90% | 32.00% | 2.00% | 100.00% |
| % answer time ≤ 15 seconds | 93.87% | | | | | | | |
| % answer time ≤ 40 seconds | 98.76% | | | | | | | |
| April 2023 Total | 16,524 | 487 | 244 | 273 | 62 | 27 | 4 | 17,621 |
| % answer time ≤ 10 seconds | 93.77% | 2.76% | 1.38% | 1.55% | 0.35% | 0.15% | 0.02% | 100.00% |
| % answer time ≤ 15 seconds | 96.54% | | | | | | | |
| % answer time ≤ 40 seconds | 99.47% | | | | | | | |
| Year to Date 2023 Total | 64,061 | 2,128 | 1,148 | 1,512 | 370 | 159 | 8 | 69,386 |
| % answer time ≤ 10 seconds | 92.33% | 3.07% | 1.65% | 2.18% | 0.53% | 0.23% | 0.01% | 100.00% |
| % answer time ≤ 15 seconds | 95.39% | | | | | | | |
| % answer time ≤ 40 seconds | 99.23% | | | | | | | |
| Year to Date 2022 Total | 64,996 | 2,825 | 1,978 | 3,674 | 1,343 | 999 | 119 | 75,934 |
| % answer time ≤ 10 seconds | 85.60% | 3.72% | 2.60% | 4.84% | 1.77% | 1.32% | 0.16% | 100.00% |
| % answer time ≤ 15 seconds | 89.32% | | | | | | | |
| % answer time ≤ 40 seconds | 96.76% | | | | | | | |

CONFIRE Billable Incidents

Period: 01/01/2023 thru 04/30/2023

| Jurisdiction | # of Incidents | % of Total |
|-----------------------|----------------|-------------|
| San Bernardino County | 42,396 | 53.32% |
| VictorvilleFD | 7,408 | 9.32% |
| RanchoCucamonga | 5,776 | 7.26% |
| ChinoValleyFD | 4,215 | 5.30% |
| AppleValley | 4,156 | 5.23% |
| Rialto | 3,816 | 4.80% |
| Redlands | 3,721 | 4.68% |
| Colton | 2,253 | 2.83% |
| MontclairFD | 1,583 | 1.99% |
| Loma Linda | 1,438 | 1.81% |
| Big Bear Fire | 1,419 | 1.78% |
| San Manuel FD | 625 | 0.79% |
| Running Springs | 294 | 0.37% |
| Baker Ambulance | 268 | 0.34% |
| Road Department | 151 | 0.19% |
| Total | 79,519 | 100% |
| BDC Division | # of Incidents | % of Total |
| East Valley | 14,012 | 33.05% |
| Fontana | 6,808 | 16.06% |
| Valley | 6,014 | 14.19% |
| South Desert | 4,093 | 9.65% |
| Hesperia | 4,026 | 9.50% |
| North Desert | 3,894 | 9.18% |
| Mountain | 1,902 | 4.49% |
| Adelanto | 1,597 | 3.77% |
| Hazmat | 50 | 0.12% |
| Total | 42,396 | 100% |

**CONFIRE****STAFF REPORT**

DATE: May 30, 2023

FROM: Nathan Cooke, Interim Director

TO: Board of Directors

SUBJECT: MOU between CONFIRE and Riverside UASI for 2022 Grant Funds

Recommendation

Approve MOU with Riverside UASI for grant award of \$300,000 for the 2022 period to be utilized for the regional CAD to CAD project.

Background Information

The Administrative Committee has authorized CONFIRE to submit an application for Urban Area Security Initiative (UASI) funds for the regional CAD to CAD project each year since 2018. Thus far, CONFIRE has received \$1.2 million in UASI funds for the CAD to CAD project. The 2022 application was approved by the Riverside UASI in the amount of \$300,000. These funds have been included in the Board approved FY 2023/24 budget in fund 5019, Special Revenue Fund.

In order to utilize these funds, CONFIRE must enter into an MOU with the City of Riverside which is the administrative agency for the Riverside-San Bernardino-Ontario area UASI. CONFIRE staff has worked closely with the Riverside UASI staff to complete all the elements of the MOU. The document has also been reviewed by CONFIRE legal counsel who endorsed the document as submitted.

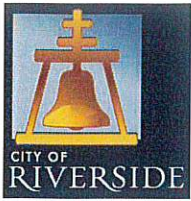
The MOU binds CONFIRE to utilize the funds according to the application and within the strict guidelines of the UASI rules while maintaining all performance reporting requirements. The intent of these funds is to assist CONFIRE, as the lead agency, in developing and implementing a regional CAD to CAD solution in San Bernardino as well as Riverside County. The first phase of the project has been completed using a combination of CONFIRE and UASI Grant funds.

The project is currently active with CONFIRE, Chino PD, San Manuel Public Safety, AMR San Bernardino, Riverside County Fire and Murrieta Fire sharing call information. Several other agencies have current projects to bring them onto the system. A two-county task force is

engaged in the project with several new public and private member agencies expected to be participating by the end of calendar year 2024.

FISCAL IMPACTS

There is no fiscal impact to CONFIRE. The UASI award does not require cost sharing or matching funds. UASI grant awards provide for reimbursement of actual and allowable cost incurred, subject to the Federal cost principles.



Fire Department

Michael D. Moore
Fire Chief

Item 7.

April 20, 2023

VIA ELECTRONIC DELIVERY

Mike Bell, Director
CONFIRE
1743 Miro Way
Rialto, Ca 92376

RE: FY2022 Riverside Urban Areas Security Initiative (UASI) Project Approval

Dear Director Bell:

The California Office of Emergency Services (Cal OES) has approved the FY2022 Riverside UASI grant application and has authorized commencement of expenditures. The performance period of the grant is 09/01/2022 through 01/01/2025.

During the review process, Riverside UASI and Cal OES staff examined and evaluated your project proposal. As a result of this review, the purchasing and performance milestones identified below will be used by Riverside UASI to 1) determine the appropriate date to disencumber funds awarded under this grant and redirect those funds to other needs across the RUASI region, and 2) indicate performance and grant management capacity in future competitive project proposals.

You are required to comply with all applicable federal, state, and local Environmental and Historic Preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and noncompetitive procurement requests require additional approval from Cal OES. Written requests must be approved for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this Project Approval. Sub-recipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000, including any aviation or watercraft financed with Homeland Security dollars.

Following completion of the Post Award Actions listed below, this letter will serve as your authorization to begin spending against your approved projects. Please remember that any modifications to your project will require pre-approval by both Riverside UASI and Cal OES prior to incurring any costs.

Post Award Actions:

The following actions are required prior to incurring any costs against your project(s):

1. Attend Sub-Recipient Workshop
2. Executed Memorandum of Understanding (MOU) with City of Riverside / Riverside UASI
3. Executed Grant Assurances
4. Executed Certificate of Non-Supplanting
5. Executed Certificate of Debarment



Office of Emergency Management
3085 St Lawrence Street, Riverside, CA 92504
Phone: (951) 320-8100 | RiversideCA.gov/Fire



6. Executed Grants Management Assessment Form
7. Executed Grant Face Sheet
8. Performance Bond(s) as required
9. EHP(s) as required
10. Noncompetitive Procurement Request(s) as required
11. Controlled Equipment as required

This grant is subject to all provisions of 2 CRF Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the Riverside UASI within 30 calendar days upon receipt of an invoice.

Project: CAD to CAD Implementation – (IE PSOP) \$300,000

Milestones:

| | | |
|---------------|--------------|------------|
| 6 month mark | 5% complete | 03/01/2023 |
| 12 month mark | 25% complete | 09/01/2023 |
| 18 month mark | 50% complete | 03/01/2024 |
| 24 month mark | 65% complete | 09/01/2024 |
| 28 month mark | 85% complete | 01/01/2025 |

Please note that your Department Head or Agency Director's signature is required on this letter. Sign and return the original to our office within ten days of receipt and keep a copy for your grant file. Feel free to contact our office for further assistance.

Please refer to your Sub-Recipient Grant Guide for additional information, forms, and guidance. I look forward to working with you and to the success of your project.

Sincerely,



Mark Annas
Program Administrator

Riverside Fire Department
Office of Emergency Management / UASI Program
3085 Saint Lawrence Street
Riverside, CA 92504
(951) 320-8103

Dan Harker, Fire Chief
CONFIRE

Date

**MEMORANDUM OF UNDERSTANDING
CITY OF RIVERSIDE, BY AND THROUGH ITS OFFICE OF EMERGENCY
MANAGEMENT, AND THE CONSOLIDATED FIRE AGENCIES (CONFIRE JPA)
REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING
FOR FEDERAL FISCAL YEAR 2022**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is effective _____, 20__, between the CITY OF RIVERSIDE, BY AND THROUGH ITS OFFICE EMERGENCY MANAGEMENT, and CONFIRE JPA (“Participating Agency”) under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).
2. The Participating Agency agrees to comply with United States Department of Homeland Security – Homeland Security Grant Program guidance, processes, and requirements.
3. The Participating Agency agrees that all equipment, supplies, and training funded through the UASI program is for the mutual benefit of the Riverside UASI Region and not for the exclusive benefit of the Participating Agency.
4. The Participating Agency agrees that all equipment, supplies, and technical expertise developed through training funded by the UASI program is to be made available for emergency use through established mutual aid systems, established mutual aid agreements, or made reasonably available through a valid request by a member jurisdiction or organization of the Riverside UASI.
5. The Participating Agency agrees to provide, prior to being funded, the most recent copy of their Single Audit Report.
6. The Participating Agency agrees to submit a Monthly Project Progress Report by the 15th day of each month in accordance with the UASI grant program guidelines.
7. The participating agency agrees to designate a Project Manager and Grant Manager for each project awarded and provide the contact information of those individuals to the City of Riverside Office of Emergency Management / UASI. Upon any changes to the original designation the agency will provide written notification and updated contact information.
8. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend \$300,000 or more of federal funds during their respective fiscal year agree to submit an organization wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing

Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.

9. The Participating Agency agrees that all its expenditures shall be in accordance with the approved project expenditures and allowable costs as submitted to the City and approved by the California Office of Emergency Services (Cal OES) and the U.S. Department of Homeland Security Grants Program Directorate.
10. The Participating Agency agrees to maintain adoption and implementation of (National Incident Management System) NIMS.
11. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency’s acts or omissions under this MOU.
12. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City’s acts or omissions under this MOU.
13. The Participating Agency agrees to provide the Certificate of Non-Supplanting (**Attachment B**).
14. The Participating Agency agrees to provide the Certification regarding Debarment, Suspension, and Other responsibility matters (**Attachment C**).
15. The Participating Agency agrees to provide the Subrecipient Grants Management Assessment (**Attachment D**).
16. The Participating Agency agrees to provide the Grant Face Sheet (**Attachment E**).
17. The Participating Agency agrees to replace all UASI funded equipment if lost, stolen, or damaged beyond repair, the equipment shall be replaced with that of like kind or capability, at the custodial agency’s own expense.
18. The Subgrantee Performance Period for the FY2022 UASI funding cycle is from September 1, 2022 to January 01, 2025.

(Signatures on following page)

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of Riverside, by and through its Office of Emergency Management and the CONFIRE JPA, by and through its/their authorized representatives.

CITY OF RIVERSIDE

PARTICIPATING AGENCY

By: _____

By: _____

Title: _____

Title: CONFIRE JPA Chairperson _____

Attest:

Attest:

By: _____

By: _____

Donesia Gause

Title: _____

Title: CONFIRE JPA Interim Director

City Clerk

Approved as to form:

By: _____

Deputy City Attorney

**Governing Body Resolution
(For Operational Areas and Urban Area's)**

BE IT RESOLVED BY THE BOARD OF DIRECTORS
(Governing Body)

OF THE CONSOLIDATED FIRE AGENCIES (CONFIRE JPA) THAT
(Name of Applicant)

NATHAN COOKE, CONFIRE JPA Interim Director , OR
(Name or Title of Authorized Agent)

MIKE BELL (Interim Assistant Director) , OR
(Name or Title of Authorized Agent)

CURRENT DIRECTOR ,
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

Passed and approved this 30th day of May , 2023

Certification

I, Lynne Kennedy, duly appointed Chairperson of the Consolidated Fire Agencies (CONFIRE JPA) Board of Directors do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Directors of the Consolidated Fire Agencies (CONFIRE JPA) on the 30th day of May, 2023.

CONFIRE JPA Board Of Directors Chairperson
(Official Position)

(Signature)



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

4. Debarment and Suspension

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

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

7. Environmental Standards

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

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

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

9. Cooperation and Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

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

17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

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

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

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

24. Copyright

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

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

34. Reporting of Matters Related to Recipient Integrity and Performance

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

37. Performance Goals

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

38. Applicability of DHS Standard Terms and Conditions to Tribes

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

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

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

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Applicant: Consolidated Fire Agencies (CONFIRE JPA)

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Nathan Cooke

Title: Interim Director Date: _____

Certificate of Non-Supplanting

My signature below affirms that grant funds from the Urban Area Security Initiative Grant will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

Designated Agent:

Nathan Cooke
Printed Name

Signature

Interim Director
Title

Consolidated Fire Agencies (CONFIRE JPA)
Agency

**RIVERSIDE URBAN AREA SECURITY INITIATIVE
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Non-procurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

If it is later determined that an applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The applicant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

1. The applicant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency (Note: The terms "covered transaction," "debarred," "suspended," "ineligible," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.);
 - b. Have not within a three-year period preceding this application been conflicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach as explanation to this application.

Authorized Agent Signature

Nathan Cooke

Name Printed or Typed

Date

Consolidated Fire Agencies (CONFIRE JPA)

Business Name

1743 Mire Way

Street Address

Rialto, CA 92376

City, State, Zip Code

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

| | | |
|--|--|--|
| Subrecipient: Consolidated Fire Agencies (CONFIRE PA) | UEI # PJ3NSDAR3P41 | FIPS #: 065-6200 |
| Grant Disaster/Program Title: UASI | | |
| Performance Period: 09/01/2022 | to 01/01/2025 | Subaward Amount Requested: 300000 |
| Type of Non-Federal Entity (Check Applicable Box) | <input type="checkbox"/> State Govt <input type="checkbox"/> Local Govt <input checked="" type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe | |

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

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

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

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

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

| | |
|---|--------------------------------------|
| Signature: (Authorized Agent) | Date: |
| Print Name and Title: Nathan Cooke (Interim Director) | Phone Number: 909-356-2377 |
| <i>Cal OES Staff Only: SUBAWARD #</i> | |

Item 7.

(Cal OES Use Only)

| | | | | | | | |
|-----------|-----------|--------|-----------|-----|--|------------|-----------|
| Cal OES # | 065-62000 | FIPS # | 065-62000 | VS# | | Subaward # | 2022-0043 |
|-----------|-----------|--------|-----------|-----|--|------------|-----------|

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** Consolidated Fire Agencies (CONFIRE JPA) **1a. UEI:** PJ3NSDAR3P41
2. **Implementing Agency:** Consolidated Fire Agencies (CONFIRE JPA) **2a. UEI:** PJ3NSDAR3P41
3. **Implementing Agency Address:** 1743 Miro Way Rialto 92376-8630
(Street) (City) (Zip+4)
4. **Location of Project:** Rialto San Bernardino 92376-8630
(City) (County) (Zip+4)
5. **Disaster/Program Title:** Homeland Security Grant Program
6. **Performance / Budget Period:** September 1, 2022 **to** January 1, 2025
(Start Date) (End Date)
7. **Indirect Cost Rate:** N/A **Federally Approved ICR (if applicable):** _____ %

| Item Number | Grant Year | Fund Source | A. State <input type="checkbox"/> | B. Federal <input type="checkbox"/> | C. Total <input type="checkbox"/> | D. Cash Match | E. In-Kind Match | F. Total Match | G. Total Cost |
|--------------|----------------|-------------|-----------------------------------|-------------------------------------|-----------------------------------|---------------|------------------|----------------|---------------|
| 8. | 2022 | HSGP-UASI | | \$300,000 | \$300,000 | | | | \$300,000 |
| 9. | | | | | | | | | |
| 10. | | | | | | | | | |
| 11. | | | | | | | | | |
| 12. | | | | | | | | | |
| Total | Project | Cost | | \$300,000 | \$300,000 | | | | \$300,000 |

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Nathan Cooke Title: Interim Director

Payment Mailing Address: 1743 Miro Way City: Rialto Zip Code+4: 92376-8630

Signature: _____ Date: _____

16. **Federal Employer ID Number:** 38-3878492

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer) (Date) (Cal OES Director or Designee) (Date)



CONFIRE

STAFF REPORT

DATE: May 30, 2023

**FROM: Tim McHargue, Chair County Project Sub-Committee
Nathan Cooke, Interim Director**

TO: Board of Directors

SUBJECT: County Clarification Project (CCP) Actions Items

Recommendation

Approve and/or adopt the following components of the County Clarification Project (each taken as separate items):

1. Approve draft agreement between San Bernardino County and CONFIRE for the provision of certain County services to CONFIRE. Authorize the CONFIRE Admin Chiefs and/or Director to fully execute the agreement pending final review and approval by CONFIRE legal counsel to be effective July 1, 2023.
2. Adopt Resolution 2023-01 – Requesting Membership in the California Intergovernmental Risk Authority (CIRA) and participation in the CIRA Workers’ Compensation Program, and Designation of the Authorized Board Representatives and Their Authority effective July 1, 2023.
3. Adopt Resolution 2023-02 – Approving CONFIRE JPA joining San Bernardino County Employees’ Retirement Association (SBCERA) as an SBCERA Participating Employer effective July 1, 2023.

Background Information for Item 1 – Draft Agreement for Services by the County for CONFIRE:

In 1990, the agencies previously operating as “Comm Center” opted to reorganize from a contracting arrangement to a jointly owned and operated emergency communication facility. The Consolidated Fire Agencies of the East Valley (CONFIRE) was formed as an independent government organization operating under a Joint Powers Authority (JPA). The original agreement and by-laws stipulated that the County Fire Department would provide administrative and support services functions to the (CONFIRE JPA) consisting of personnel administration, facility site usage, purchasing, payroll, and related functions.”

Over the years, as the County Fire District consolidated, expanded, and reorganized, and County and CONFIRE managers came and went, various arrangements, agreements and protocols were established

informally with minimal documentation, evaluation or assessment in terms of the types and costs of services rendered. As a result, CONFIRE was “lumped” into the County Fire fold administratively at all levels. This “worked” for many years until the cost saving benefits of this arrangement began to appear in the form of poor management succession planning, dilapidated facilities, and crumbling technology infrastructure amidst a rapid expansion of service demands.

A new Director hired in 2014 and was tasked to assess and prioritize CONFIRE needs, it became apparent that many “solutions” would involve various departments with the County of San Bernardino, including Information Services Division, Real Estate Services, Human Resources, Risk Management, County Fire, and others. Suffice to say, it was a lengthy process of ‘discovery’ for all involved.

In 2020, the County Fire Chief and the next CONFIRE Director worked with the CAO’s office to initiate a process of identifying and addressing lingering issues that continued to stymie and frustrate staff in both agencies. The objective from the start was to “make it better for the next group of leaders.”

In the summer of 2022, the CAO’s office took the lead in driving the matter forward and produced a first draft of an agreement for services the County currently provided that were not already contained in existing agreements. This moved the process along considerably and has resulted in a series of iterations of that agreement that has led to the one presented at this meeting.

The agreement has been vetted by a CONFIRE sub-committee made of two members from the Board of Directors and three Chiefs from the CONFIRE Administrative Committee. CONFIRE and CAO staff have been working with their respective legal counsel and internal leadership to vet and revise the agreement as comments have been made through each version.

At the May 11 meeting of the CONFIRE sub-committee the 4th draft of the agreement was reviewed with CONFIRE legal counsel and was supported in general by the group with direction given to CONFIRE staff to bring the draft document forward to the Board of Directors for consideration. That document is what is being presented at the May 30 Board meeting. CONFIRE staff will evaluate the services provided by the County and keep the Board apprised over the course of the agreement.

It is recommended that after reviewing the attached draft agreement, which is near its final iteration, the CONFIRE Board of Directors approve the draft, with any noted corrections and authorize the CONFIRE Admin Committee and/or Director to execute the agreement upon completion of remaining matters including pricing, final review and sign off by CONFIRE legal counsel and to complete this process prior to the July 1, 2023 effective date. If items that may substantially alter the terms in the draft agreement arise, it will be brought back to the Board for further consideration.

Fiscal Impacts of Item 1:

Agreement for Services Contract

Current cost – Approximately \$140,000

Proposed cost – (To be determined) Estimated-\$300,000

Background Information for Item 2 - Workers Comp Resolution 2023-01:

An important distinction that has emerged from this process is that CONFIRE is, in fact a separate legal governmental entity that has the ability and authority to hire employees (which it has for many years,

with County HR assistance). CONFIRE employees cannot be covered by the County's work comp program nor be included in their retirement benefit systems and actuaries.

Thus, the County informed CONFIRE staff it needed to explore options for acquiring appropriate workers compensation insurance and it needed to transition its employees from the County Employee pool at SBCERA into a different pool (assumption of fiscal risk is involved in this as well).

CONFIRE staff, initiated inquiries to its existing liability insurance provider regarding the provision for workers compensation coverage. Staff also made additional inquires of other providers including those providing similar coverage for member agencies.

The existing liability provider would not entertain work comp coverage for Fire/EMS operations. CONFIRE narrowed its search down to the California Interagency Risk Authority (CIRA), a self-insured JPA made up of various public entities in California. Rancho Cucamonga Fire uses CIRA for its liability and work comp programs.

CIRA provided timely responses and quotes for coverage, enabling CONFIRE to assess the viability of the program. CONFIRE applied for membership in the JPA which was reviewed by the CIRA Executive Committee on March 23 and was moved to its full Board for consideration on May 25.

On May 23, CONFIRE staff participated in an orientation to become familiar with CIRA's programs for work comp as well as general liability coverage. CIRA uses a third-party administrator (TPA) to manage its claims with an emphasis on facilitating a timely and effective response to the employee's injury to help them heal and return to work in a low-stress, high efficiency manner. CIRA also offers a list of proactive training opportunities in employee health and wellness and has programs to help fund equipment that improves workplace health and safety.

Using a Medical Provider Network (MPN), which includes Kaiser Permanente, CIRA works with qualified doctors and hospitals in the region familiar with work comp protocols and policies and that are geared toward resolving issues to enable employees to resume work activities in a timely fashion.

Being a JPA, membership with CIRA will require participation on their Board by a designated representative of CONFIRE. It is common practice and recommended here that CONFIRE appoint its director as its primary representative for the CIRA Board. It is also noted that the CIRA JPA requires only a 2/3 vote of its members to approve a matter. Also, the JPA requires a minimum 5-year commitment from new member agencies. After three years a member can opt out, but there would be a cost to do so.

The annual premium for the program for FY 23/24 is \$129,451. Additionally, CIRA is requiring a \$75,000 reserve to be held as a self-insurance retention (SIR) to fund the initial costs of claims to keep the premium lower. CONFIRE has the reserves available for the SIR which would be set aside in its Fund 5011 (Term Benefit Reserves Fund).

The issue of existing claims must still be resolved between CONFIRE, the County and CIRA. There are six existing claims that may or may not have future medical costs associated with them. Options include transferring those claims to the new provider (CIRA) and paying a one-time premium based on actuaries of those claims which preliminarily could amount to \$350,000. Another option would be for the County to retain those claims and either charge CONFIRE a similar premium or invoice CONFIRE

when there are expenditures for those claims. While the issue is yet to be resolved but does not impact an effective date for coverage of new claims starting July 1, 2023.

It is recommended that CONFIRE set aside the high estimate of \$350,000 from the appropriate reserve fund to cover the scenario of the open claims transitioning to CIRA while continuing to explore less expensive options being considered.

It is recommended that the Board adopt Resolution 2023-01 as written requesting membership into the California Interagency Risk Authority (CIRA) and participation in the CIRA Workers Compensation program and designate the authorized Board representative and their authority.

Fiscal Impacts of Item 2:

Participation in CIRA Work Comp program

- Current cost: \$75,000
 - Proposed cost: \$129,431 (annually) – Included in FY 23/24 budget proposal
 - Self-insured retention (SIR): \$75,000 (maintained in reserve fund, used only if needed, replenished each year if needed (included in FY 23/24 budget proposal)
 - Open Claims: High est. \$350,000 to be paid to CIRA to cover those claims if needed (included in FY 23/24 budget proposal)
- Continue to explore option for the County to retain the claims and pay as we go as needed. Work with the County to close claims if possible.

Background Information for Item 3 - SBCERA Resolution 2023-02:

As mentioned above, the County indicated its desire to remove CONFIRE from the County Fire District’s pension rolls and establish CONFIRE as a stand-alone entity with SBCERA. CONFIRE staff has advocated this for years, however previous endeavors to do so were difficult to initiate due to potential costs and other factors.

The breakthrough on this matter occurred when SBCERA leadership put forth an option that recognized CONFIRE's historic involvement in SBCERA as part of the County General Pool through County Fire. Thus, their solution is more of an administrative adjustment which will remove the CONFIRE employees from the County Fire roll and establish CONFIRE as a separate participating employer in the County General Pool at SBCERA.

This is a process that has been used at SBCERA for other entities that made similar transitions. The result is there is no requirement for an actuary or an assessment to CONFIRE to 'join' SBCERA, since we have always been there.

The process will require approval by the SBCERA board, then an agreement will be drafted and approved by the Administrative Committee and executed by the CONFIRE Director. Administratively, CONFIRE employees will be transitioned from the County Fire rolls at SBCERA into CONFIRE as a "new" employer. A benefit of this process is that CONFIRE will finally get a full view of its pension obligations and have the opportunity to make informed decisions about its funding level and other matters going forward.

This transition also reflects what the CONFIRE JPA has already acknowledged and prescribed in Section 15b of its current agreement (2021) the intent and method by which the JPA and its member agencies are responsible for the collective pension liabilities incurred by CONFIRE. This section is in full compliance with current government code language pursuant to the passage of AB1912 in 2019 which details how agencies such as CONFIRE manage the pension obligations of jointly operated public organizations.

Thus, it is recommended that the CONFIRE Board of Directors adopted Resolution 2302-02 regarding CONFIRE's participation in San Bernardino County Employees' Retirement Association (SBCERA).

Fiscal Impacts of Item 3:

There are no fiscal impacts related to this item



Contract Number

SAP Number

County Administrative Office - DRAFT

Department Contract Representative Telephone Number _____

Contractor Consolidated Fire Agencies (CONFIRE)

Contractor Representative Mike Bell

Telephone Number (909) 356-2377

Contract Term July 1, 2023 through June 30, 2026

Original Contract Amount \$

Amendment Amount _____

Total Contract Amount _____

Cost Center 7204001000, 7202001000, 7203201000 HR

CONTRACT TO PROVIDE COUNTY SERVICES TO CONFIRE

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Consolidated Fire Agencies Joint Powers Authority (CONFIRE) currently receives various services from San Bernardino County (County); and

WHEREAS, the County is not a member of CONFIRE; and

WHEREAS, the County has the skills, knowledge, experience and expertise to effectively provide the services identified in this Contract to CONFIRE; and

WHEREAS, CONFIRE desires that the County provide CONFIRE the services identified in this Contract; and

WHEREAS, the County agrees to perform the services identified in this Contract as set forth below.

NOW, THEREFORE, CONFIRE and the County mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 "ATC" shall mean the County's Auditor-Controller/Treasurer/Tax Collector.

- A.2** “CONFIRE” is the Consolidated Fire Agencies Joint Powers Authority (JPA).
- A.3** “County” refers to San Bernardino County.
- A.4** “Party” or “Parties” shall mean CONFIRE and County.

B. COUNTY RESPONSIBILITIES

B.1 County Human Resources Services.

County shall provide the following human resources services to CONFIRE under this Contract:

- B.1.1** Manage all facets of human resources for CONFIRE as further specified below including, but not limited to, all employer-employee relations functions, employment, classification, equal employment opportunity, labor negotiations, and benefits programs (excluding Workers’ Compensation and Unemployment Insurance). The appointing authority for CONFIRE is the CONFIRE Executive Director or designee. The CONFIRE Board and/or Administrative Committee provides labor negotiations direction.
- B.1.2** Provide human resources consultation services to CONFIRE. County Human Resources employees are supervised by the County’s Human Resources Department. CONFIRE shall have no role in the supervision of County employees.
- B.1.3** Advise management and supervisors in the development, administration, and interpretation of the Memorandum of Understanding (MOU), compensation plans, personnel rules, employee relations resolutions, CONFIRE human resources and employment policies, and compliance with labor and employment laws and regulations. CONFIRE shall follow and adopt, if CONFIRE deems necessary, the County’s personnel rules currently in effect and as may be amended in the future by the County. If CONFIRE desires to have different personnel rules than the County personnel rules, County Human Resources Department shall assist CONFIRE in the development of those rules, with all County costs and expenses to be reimbursed by CONFIRE. If CONFIRE later adopts its own personnel rules, CONFIRE shall provide County written notice within one (1) business day of adoption. If there is a conflict between CONFIRE’s MOU or compensation plan and the County personnel rules, the terms of CONFIRE’s MOU or compensation plan shall control.
- B.1.4** Manage and/or conduct any special employment or human resources related projects as directed by CONFIRE.
- B.1.5** Advise the CONFIRE Executive Director or designee who advises the CONFIRE Administrative Committee and Board of Directors regarding human resources and employment matters as requested by the CONFIRE Executive Director or designee.
- B.1.6** Direct and conduct all activities related to the administration of labor and employee relations programs such as collective bargaining and union relations. County human resources services provided under this Contract does not include representation in defense of unfair labor practice charges. The Human Resources Department shall invoice CONFIRE and CONFIRE shall reimburse County for the cost of services provided based on the adopted fee schedule for these services
- B.1.7** Advise management on grievances and disciplinary actions and levels of discipline and serve as a management advocate at formal or informal hearings, as well as during any litigation.
- B.1.8** Work directly with union representatives and officials to exchange information regarding human resources and administrative issues or policies; receive complaints and take appropriate action to resolve issues.

- B.1.9** Conduct job analyses for recruitment and classification purposes; identify critical tasks and responsibilities; determine the minimum requirements necessary to perform the job, including physical requirements; determine similarity with other internal or external positions.
- B.1.10** Conduct full-scope recruitment including developing test materials, preparing job announcements and recruitment plans according to the needs of CONFIRE, analyzing applicants' qualifications and test performances, evaluating test results, and conducting comprehensive background checks. Any Staff, County of CONFIRE that previously transferred between the agencies prior to the start of this Agreement shall maintain original hire date, service hours, and time accruals unless otherwise stated or restricted in the applicable MOU. All County staff hired by CONFIRE in the future shall be treated as new employees of CONFIRE.
- B.1.11** Conduct compensation surveys and assist in development of new compensation systems and recommend reorganization of functions, systems, and personnel as appropriate.
- B.1.12** Provide information and services to ensure Equal Employment Opportunity for all employees and applicants; conduct investigations of discrimination and harassment in accordance with state and federal laws.
- B.1.13** Administer benefits (excluding Workers' Compensation and Unemployment Insurance), services, and resources that facilitate the current and future health and well-being of all CONFIRE employees.
- B.1.14** Direct the compliance and ethics program consistent with applicable laws, organizational rules, and values.
- B.1.15** Develop training programs and materials and provide training as requested by CONFIRE.
- B.1.16** Work closely with CONFIRE managers to meet their human resources needs.
- B.1.17** Provide two (2) .50 Full Time Equivalent (FTE) employees, one in each of the following classifications to support all CONFIRE human resources service needs: Human Resources Business Partner and Human Resources Analyst. On a quarterly basis, CONFIRE shall reimburse County for these services.
- B.1.18** *Employee Benefits*
County shall administer CONFIRE employee benefits. Employee benefits cost include the administration of employee benefits in accordance with applicable MOU or compensation plans. On a quarterly basis, CONFIRE shall reimburse County for these services. The allocation basis used to derive CONFIRE's share of employee benefits administration cost is a rate based on FTE.
- B.1.19** *Performance, Education and Resource Centers (PERC)*
County shall provide CONFIRE with employee development and training services, as requested by CONFIRE. County shall invoice CONFIRE on a per-class basis based on the published price of classes taken by CONFIRE employees. All costs for these services will be charged through PERC and CONFIRE shall reimburse the County fund for these actual costs.
- B.1.20** *Employee Health and Wellness Services, Pre-Placement Physicals, Physical Examinations, Occupational Medicine Services*
Based on requests from CONFIRE, County's Human Resources Department shall provide physical examinations, pre-placement physicals, occupational medicine services, and

fitness-for-duty evaluations. The Human Resources Department shall invoice CONFIRE and CONFIRE shall reimburse County for the cost of services provided based on the adopted fee schedule for these services.

B.1.21 EMACS Processing and Development Team Services

County’s Employee Management and Compensation System (EMACS) is integral to providing payroll services. The Human Resources Department shall complete transaction processing (including JARS, steps, new hires/terminations, etc.). In addition, the County’s EMACS Manager shall provide CONFIRE with access to e-Time and Self-Service as well as technical and functional support services (services) necessary to implement pay and/or benefits, subject to and conditioned upon the following provisions and limitations:

- a. Requests for services must be made directly to the EMACS Manager, and received in a timely manner, in order to be considered for processing.
- b. Requests for services will be reviewed by EMACS and in turn, EMACS shall report to CONFIRE their ability to provide the requested service along with the estimated cost.
 - i. If the EMACS Manager and CONFIRE’s Executive Director or designee can agree on a timeframe that will accomplish CONFIRE’s requested service, then EMACS will provide the service.
 - ii. If the EMACS Manager concludes, in their sole discretion, that the requested service cannot be accomplished due to inadequate lead time, EMACS will have no obligation to provide the service.
 - iii. If the EMACS Manager concludes, in their sole discretion, that the requested service cannot be accomplished because it goes beyond the ability of EMACS to accommodate the request, EMACS will notify CONFIRE and have no obligation to provide the service.
- c. Requests for additional programming services for changes not included in services provided by EMACS may be provided and billed separately by the County’s Information Services Department.
- d. System upgrades may require additional EMACS work to maintain or rebuild programming changes previously requested by CONFIRE. The Human Resources Department shall invoice CONFIRE and CONFIRE shall reimburse County for the cost of services provided based on the adopted County fee schedule for these services.

B.2 County Auditor-Controller/Treasurer/Tax Collector (ATC) Services.

County shall provide the following ATC Services to CONFIRE under this Contract:

B.2.1 *Accounts Payable / General Accounting*

ATC will provide the following accounting services to CONFIRE:

- a. Process transactions for disbursements, reimbursements, deposits and adjustments to CONFIRE’s fund(s)
- b. Permit CONFIRE access to COUNTY Enterprise Resource Planning (ERP) system.

B.2.2 *SAP Center of Excellence Services*

The County’s ERP system SAP is integral to providing Accounts Payable and General Accounting services. The SAP Center of Excellence shall provide CONFIRE with access to limited SAP modules as well as technical and functional support services (services) necessary to initiate requests for disbursements, reimbursements and adjustments, subject to and conditioned upon the following provisions and limitations:

- a. Requests for services must be made directly to the SAP Center of Excellence Division Chief, and received in a timely manner, in order to be considered for processing.
- b. Requests for services will be reviewed by SAP Center of Excellence and in turn, SAP Center of Excellence shall report to CONFIRE their ability to provide the requested service along with the estimated cost.
 - i. If SAP Center of Excellence and CONFIRE can agree on a timeframe that will accomplish CONFIRE’s requested service, then SAP Center of Excellence will provide the service.
 - ii. If SAP Center of Excellence concludes that the requested service cannot be accomplished due to inadequate lead time, SAP Center of Excellence will have no obligation to provide the service.
 - iii. If SAP Center of Excellence concludes that the requested service cannot be accomplished because it goes beyond the ability of SAP Center of Excellence to accommodate the request, SAP Center of Excellence will notify CONFIRE and have no obligation to provide the service.
 - iv. If SAP Center of Excellence concludes that the requested service cannot be accomplished because it is not consistent with or not in accordance with County policies, SAP Center of Excellence will notify CONFIRE and have no obligation to provide the service.
- c. Requests for additional programming services for changes not included in services provided by SAP Center of Excellence may be billed separately.
- d. System upgrades may require additional SAP Center of Excellence work to maintain or rebuild programming changes previously requested by CONFIRE. If such work is warranted, CONFIRE shall pay for the additional work required on the same basis on which the original change was accomplished.

B.2.3 Payroll Services

ATC shall provide CONFIRE with payroll services consistent with the level of services provided to County departments. Services include:

- a. Issuing standard Payroll reports
- b. Tax reporting and accounting services as prescribed by the IRS, State Franchise Tax Board, and State Employment Development Department
- c. Enhanced tax reporting to accommodate IRS provisions under 26 U.S. Code Section 4980H – Shared Responsibility for Employers Regarding Health Coverage, which includes independent, CONFIRE-specific, filing and reporting of the following:
 - i. Tax returns
 - ii. Tax deposits
 - iii. Transfers
 - iv. Trust fund reconciliation
 - v. Payroll tax adjustments
- d. Payroll direct deposits and warrants
- e. Labor distribution reports based on e-Time input from CONFIRE

CONFIRE is responsible for compliance requirements under the provisions of 26 U.S. Code Section 4980H.

Both accounting and payroll services include central files/documents/records retention; verification of data integrity and signature authorization; error corrections, and other processes normally associated with these services. For purposes of this Contract, the phrase “data integrity” represents and includes all

data needed to process documents and assurance that all system code is complete and valid. Item 8.

B.2.4 Additional Accounting and Auditing Services

Any accounting and auditing services not addressed in this contract will be performed only upon request, may be subject to formal agreement, and will be charged to CONFIRE at the rate contained in the current County Fee Ordinance on file with the Clerk of the Board. Unless otherwise stated in this Contract, the costs for these services will be based on actual hours worked at the rates contained in the Fee Ordinance. Any additional services requested by CONFIRE will be directly billed by ATC.

B.2.5 Exclusions

Notwithstanding the previous paragraphs, pursuant to CONFIRE's direction and as a consequence of CONFIRE transferring accounting information, CONFIRE and ATC agree that the following services are not included in this Contract:

- a. Reviewing, auditing and/or processing:
 - i. Cash difference replenishments and petty cash replenishments
 - ii. Travel expenditure reimbursement claims and other claims for payment
 - iii. Payments for memberships and registrations
- b. Providing and maintaining ATC VISA cards
- c. Issuing County fixed asset tags and related fixed asset reporting
- d. Detecting and investigating fraud and/or cash losses
- e. Developing personnel billing rates/indirect cost proposals (ICRPs)
- f. Preparing audited financial statements. CONFIRE acknowledges that as a separate legal entity from COUNTY, CONFIRE is not included within the audited financial statements of COUNTY.

B.3 County Purchasing Department Services. County shall provide the following County Purchasing Department services to CONFIRE:

B.3.1 Mail/Courier services will be provided by the County's Purchasing Department to CONFIRE on the same basis as that provided to County departments. All costs for these services will be charged through the internal service funds. The County shall provide monthly and/or quarterly reports justifying costs charged to CONFIRE, and CONFIRE shall reimburse the internal service fund for these actual costs.

B.3.2 Surplus Property and Storage services will be provided by the County's Purchasing Department to CONFIRE on the same basis as that provided to County departments. All costs for these services will be charged through the internal service funds. CONFIRE shall reimburse the internal service fund for these actual costs.

B.4 Printing Services.

Printing services will be provided by County to CONFIRE on the same basis as that provided to County departments. All costs for these services will be charged through the internal service funds. CONFIRE shall reimburse the internal service fund for these actual costs.

B.5 Innovation and Technology.

County shall allow CONFIRE the continued use of the Countywide Geographic Information System (GIS). Costs for this access are included in the County's State of California approved

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Both Parties agree any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and approved by the person(s) authorized to do so on behalf of CONFIRE and County.

C.3 Contract Assignability

Without the prior written consent of both Parties, the Contract is not assignable by County or CONFIRE either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other entities for the same or similar services.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a Party hereto and payable under Indemnification and Insurance Requirements.

C.6 Change of Address

Both Parties shall notify the other Party in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.8 Confidentiality

For general contracts where confidential information may be exchanged use:

Both Parties shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Neither Party shall use or disclose any identifying information for any other purpose other than carrying out County's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.9 Primary Point of Contact

CONFIRE will designate an individual to serve as the primary point of contact for the Contract. CONFIRE or designee must respond to County inquiries within two (2) business days. CONFIRE shall not change the primary contact without written acknowledgement to the County. CONFIRE will also designate a back-up point of contact in the event the primary contact is not available.

C.10 County Representative

The Chief Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work provided by County. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.11 Damage to County Property

CONFIRE shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of CONFIRE or its employees or agents. Such repairs shall be made immediately after CONFIRE becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If CONFIRE fails to make timely repairs, the County may make any necessary repairs. CONFIRE, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand.

C.12 Debarment and Suspension

CONFIRE certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). CONFIRE further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.13 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.14 Employment Discrimination

During the term of the Contract, CONFIRE shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONFIRE shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.15 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires CONFIRE to use recycled paper for any printed or photocopied material created as a result of this Contract. CONFIRE is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), CONFIRE must be able to annually report the County's environmentally preferable purchases. CONFIRE must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.16 Improper Influence

CONFIRE shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to CONFIRE or officer or employee of CONFIRE.

C.17 Improper Consideration

CONFIRE shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

CONFIRE shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONFIRE. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.18 Informal Dispute Resolution

In the event that either Party determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

C.19 Legality and Severability

The Parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.20 Licenses, Permits and/or Certifications

The Parties shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Parties shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. The Parties shall provide immediate notice of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.21 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, a Party determines that there has been a material misstatement or misrepresentation or that materially inaccurate information, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Parties are entitled to pursue any available legal remedies.

C.22 Mutual Covenants

The Parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.23 Nondisclosure

Both Parties shall hold as confidential and use reasonable care to prevent unauthorized access by storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) exchanged between the Parties or their agents, or otherwise made available in connection with this Contract; or, (2) acquired, obtained, or learned by the Parties or their

agents in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.24 Notice of Delays

Except as otherwise provided herein, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that Party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other Party.

C.25 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by County pursuant to the Contract shall be considered property of CONFIRE upon payment for services (and products, if applicable). All such items shall be delivered to CONFIRE at the completion of work under the Contract, subject to the requirements of Section D—Term of the Contract. Unless otherwise directed by CONFIRE, County may retain copies of such items.

C.26 Air, Water Pollution Control, Safety and Health

Both Parties shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.27 Records

Both Parties shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Parties' personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.28 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.29 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or CONFIRE's relationship with County may be made or used without prior written approval of both Parties.

C.30 Representation of the County

In the performance of this Contract, County, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of CONFIRE.

C.31 Strict Performance

Failure by a Party to insist upon the strict performance of any of the provisions of this Contract by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party,

shall not constitute a waiver of such Party’s right to insist and demand strict compliance other Party with the terms of this Contract thereafter.

C.32 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon CONFIRE or County, such Party agrees to notify the other Party in the most expeditious fashion possible following receipt of such subpoena or other legal process. CONFIRE and County further agree to cooperate with the other Party in any lawful effort by such other Party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the Party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by CONFIRE for County.

C.33 Termination for Convenience

The County and CONFIRE each reserve the right to terminate the Contract, for any reason, with XX days written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to County for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice County shall promptly discontinue services unless the notice directs otherwise. County shall deliver promptly to CONFIRE and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.34 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.35 Venue

The Parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue of any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.36 Conflict of Interest

CONFIRE shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. CONFIRE shall make a reasonable effort to prevent employees, CONFIRE, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom CONFIRE’s officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.37 Former County Administrative Officials

CONFIRE agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent CONFIRE. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners,

associates or members of the business. The information also includes the employment representation of CONFIRE. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.38 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from CONFIRE. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. CONFIRE also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

CONFIRE is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, CONFIRE will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, CONFIRE is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, CONFIRE will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

D. TERM OF CONTRACT

This Contract is effective July 1, 2023 and expires June 30, 2026, but may be terminated earlier in accordance with provisions of this Contract.

E. CONFIRE RESPONSIBILITIES

E.1 For County Human Resources services identified in Section B.1 of this Contract:

E.1.1 Cost of Services

- a. CONFIRE shall provide County all necessary information for County to provide these services to CONFIRE.
- b. For the services described in Section B.1.17, the actual costs for these employees will be invoiced by County and paid by CONFIRE as described in Section B.1.17.
- c. For the services described in Sections B.1.18 CONFIRE shall pay the Department Recharge Rate which will be invoiced by County and based on CONFIRE FTEs.
- d. For the services described in Sections B.1.19 the actual costs for these services will be invoiced by County and paid by CONFIRE.
- e. For the services described in Sections B.1.20 and B.1.21, the services will be invoiced by County and paid by CONFIRE on a monthly basis at the hourly rate as stated in the Fee Ordinance as approved by the County's Board of Supervisors.

- f. All other Human Resources services described in this MOU which are not Item 8. County's Board-approved fee schedule, shall be invoiced by County and paid by CONFIRE on a quarterly basis at rates established by the County's State of California approved COWCAP. Rates will be adjusted annually reflecting the County's current State of California approved COWCAP and such adjustments shall constitute an automatic amendment to this contract.

E.2 For County ATC services identified in Section B.2 of this Contract:

E.2.1 Funding

- a. CONFIRE agrees to maintain a positive cash balance in its fund(s) at all times to meet its disbursement needs.
- b. CONFIRE agrees to fully fund all salary and benefit costs for CONFIRE employees. CONFIRE shall at all times maintain at a minimum, the equivalent of 150 percent of one pay period's salary and benefit costs on deposit with the COUNTY. This funding level represents estimated CONFIRE salary and benefit costs and allows for periods of unusually high salary amounts, typically associated with payouts and unexpected overtime. If such fluctuations are anticipated in an upcoming pay period, CONFIRE agrees to monitor and adjust its funding level, accordingly.
- c. CONFIRE agrees to fund its annual service cost billing. CONFIRE shall at all times maintain 110 percent of the previous fiscal years' service cost billing on deposit with the COUNTY. This funding level represents estimated CONFIRE current cost of services.
- d. If a cash deficit occurs, COUNTY requires and CONFIRE agrees to deposit, sufficient funds in its fund(s) the earlier of these two timeframes:
1. Within 72 hours of receipt of written notice (email) from COUNTY; or
 2. By two working days prior to the Friday confirmation of payroll preceding a scheduled pay day.
- e. CONFIRE agrees that COUNTY is under no obligation to process its payroll if it has insufficient funds in County Treasury Pool to cover CONFIRE's payroll cost. If insufficient funds are on deposit to fully fund payroll for all CONFIRE employees, COUNTY reserves the right to pay only those employees for which there are sufficient funds available, beginning with the lowest paid employees.
- f. CONFIRE agrees that COUNTY, at ATC discretion, may interrupt or suspend other disbursement services if CONFIRE's funds in the County Treasury Pool are insufficient. CONFIRE assumes all liability for interrupted disbursement services if inadequate deposits are available.
- g. CONFIRE agrees that any cash deficit in its fund(s) resulting from the provision of services under this contract and its predecessor agreements shall be charged interest at the Treasurer's Investment Pool rate, plus any ATC staff costs incurred to remedy such deficit.
- h. CONFIRE also agrees that any cash deficit may be cause for termination of this Contract, including cessation of County payroll and accounting services provided to CONFIRE, and termination of CONFIRE's voluntary depositor status in the County Treasury Pool. The County Auditor-Controller/Treasurer/Tax Collector shall have the authority to provide notice and terminate the contract under this paragraph. COUNTY shall give CONFIRE a minimum 90 days' advance notice of such termination.

E.2.2 Documentation / Tax Reporting

- a. CONFIRE shall provide its board-approved documentation containing specific pay and benefit information for new employees and/or changes to pay and benefits for existing employees to ATC and Human Resources. CONFIRE's employees shall receive economic benefits and leave accruals for which COUNTY employees are eligible, including CONFIRE participating active employer with a pension plan, separate and apart from the County.
- b. CONFIRE is required to provide its Federal Employer Identification Number (FEIN) and State Employer Identification Number (SEIN) to the COUNTY for reporting personal income tax withholding, Medicare, and Social Security, if applicable.
- c. CONFIRE agrees to appoint COUNTY as its Tax Reporting Agent and is required to complete Internal Revenue Service Form 8655- Reporting Agent Authorization and Employment Development Department (EDD) Form DE 48 – Power of Attorney Declaration, establishing COUNTY as CONFIRE's depositing and paying agent.
- d. If CONFIRE does not file and pay its own SDI and UI, then CONFIRE shall annually provide to COUNTY copy of EDD form DE 2088 - Notice of Contribution Rates and Statement of Unemployment Insurance Reserve Account for Calendar Year.

E.2.3 Cost of Services

- a. Payroll and accounting services will be billed to CONFIRE on a quarterly basis by ATC at rates established by the County's State of California approved COWCAP. Rates will be adjusted annually reflecting the County's current State of California approved COWCAP and such adjustments shall constitute an automatic amendment to this contract.
- b. Any CONFIRE-specific required reporting, accounting, enhanced services described in this contract or services requested by CONFIRE that fall outside the scope of COWCAP services, will be billed on a monthly basis at the Auditor-Controller hourly rate as stated in the Fee Ordinance as approved by the County's Board of Supervisors.
- c. Any SAP Center of Excellence services performed on behalf of CONFIRE will be billed by ATC based on actual hours worked at the current contracted hourly rates charged for such services.
- d. Any EMACS Team services performed on behalf of CONFIRE will be billed by HR/EMACS based on actual hours worked at the current hourly rates charged for such services.

- E.3** For the County services provided under this Contract, CONFIRE represents and warrants it has all necessary State/Federal taxpayer identification numbers and will provide the numbers to the County upon request.
- E.4** CONFIRE shall be a participating active employer with a retirement/pension plan, separate and apart from the County.
- E.5** CONFIRE shall adopt and provide to County any agreements and compensation plans for its represented and non-represented/exempt employees, as well as any and all updates. County

Human Resources must be consulted before any benefit changes are made, to determine changes would require contract or plan amendments. Item 8.

F. FISCAL PROVISIONS

- F.1** CONFIRE shall pay for the full costs of County services identified and provided to CONFIRE under this Contract.
- F.2** County will accept payments from CONFIRE via electronic funds transfer (EFT) directly deposited into the County's designated checking or other bank account. CONFIRE shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments. For the costs of Human Resources Department services, CONFIRE agrees to be directly debited by County on a quarterly basis via a journal entry within SAP.
- F.3** CONFIRE shall pay County within 60 days from receipt of invoice.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

- G.1.1** CONFIRE agrees to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of CONFIRE's negligent acts or omissions which arise from CONFIRE's performance of its obligations under this Agreement.
- G.1.2** County agrees to indemnify, defend (with counsel approved by CONFIRE) and hold harmless CONFIRE, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of County's negligent acts or omissions which arise from County's performance of its obligations under this Agreement.
- G.1.3** In the event CONFIRE and/or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, CONFIRE and/or County shall indemnify the other to the extent of its comparative fault.

G.2 Insurance

G.2.1 County is a self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the County's performance of the terms, conditions or obligations of this Contract.

G.2.2 Waiver of Subrogation Rights

CONFIRE shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONFIRE and CONFIRE's employees or agents from waiving the right of subrogation prior to a loss or claim. CONFIRE hereby waives all rights of subrogation against the County.

G.2.3 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.2.4 Severability of Interests

CONFIRE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that

preclude coverage for suits between CONFIRE and the County or between the County and any other insured or additional insured under the policy.

G.2.5 Proof of Coverage

CONFIRE shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONFIRE shall maintain such insurance from the time County commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, CONFIRE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.2.6 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.2.7 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.2.8 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by CONFIRE or County payments to CONFIRE will be reduced to pay for County purchased insurance.

G.2.9 Insurance Review

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

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

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

G.2.10 CONFIRE agrees to provide insurance set forth in accordance with the requirements herein. If CONFIRE uses existing coverage to comply with these requirements and that

coverage does not meet the specified requirements, CONFIRE agrees to a Item 8. supplement or endorse the existing coverage to do so.

G.2.11 Without in any way affecting the indemnity herein provided and in addition thereto, CONFIRE shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of CONFIRE and all risks to such persons under this contract shall be secured by July 1, 2023.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – CONFIRE shall carry General Liability Insurance covering all operations performed by or on behalf of CONFIRE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

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

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

If CONFIRE is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If CONFIRE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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

H. CORRECTION OF PERFORMANCE DEFICIENCIES

Failure by the Parties to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

In the event of a non-cured breach, the non-breaching Party may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford the breaching Party thereafter a time period within which to cure the breach, which shall be established at the sole discretion of the non-breaching Party; and/or
- b. Discontinue reimbursement to the breaching Party for and during the period in which the Party is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by the breaching Party but yet unpaid by the non-breaching Party those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to the breaching Party. In the event of such termination, the non-breaching Party, may proceed with the work in any manner deemed proper by the non-breaching Party. The cost to the non-breaching Party shall be deducted from any sum due to the breaching Party under this Contract and the balance, if any, shall be paid by the breaching Party upon demand.

I. NOTICES

All written notices provided for in this Contract or which either Party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other Party as follows:

San Bernardino County
Department
Address

CONFIRE
Address

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

J. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the Parties hereto relating to the specific services identified in this Contract. Except as provided in Section B.5 of this Contract, any prior agreement, promises, negotiations or representations relating to the specific services identified in this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this Contract and signs the same of its own free will. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Contract upon request.

IN WITNESS WHEREOF, County and CONFIRE have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

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

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

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

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

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Scott Runyan, Principal Assistant County Counsel
Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►

Date _____

RESOLUTION OF THE CONFIRE BOARD OF DIRECTORS REQUESTING MEMBERSHIP IN THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY [CIRA] AND PARTICIPATION IN THE CIRA WORKERS' COMPENSATION PROGRAM, AND DESIGNATION OF THE AUTHORIZED BOARD REPRESENTATIVE AND THEIR AUTHORITY.

1. **WHEREAS**, pursuant to the provisions of the Government Code commencing with Section 6500, CONFIRE, wishes to enter into an agreement with the California Intergovernmental Risk Authority (“CIRA”) for the purposes of pooling the Workers’ Compensation coverages as more fully set forth in the Joint Powers Agreement; and
2. **WHEREAS**, said Workers’ Compensation Program offers significant advantages to CONFIRE, justifying CONFIRE’s participation in such program on the conditions set forth, and is in the best interest of CONFIRE; and
3. **WHEREAS**, a Deposit Premium is required to be paid in advance by CONFIRE of \$129,451 for said workers’ compensation coverage, which is based on a payroll estimate of \$6,244,700; and
4. **WHEREAS**, CONFIRE is authorized under State law to delegate a designated representative its authority to bind CONFIRE under contract.

RESOLUTION

NOW, THEREFORE, the Board of CONFIRE does hereby resolve as follows:

1. To consent to participate in said Workers’ Compensation Program on the conditions that:
 - a. CONFIRE’s Deposit Premium shall be \$129,451 for workers’ compensation coverage as provided by CIRA;
 - b. CONFIRE hereby selects a self-insured retention (SIR) of \$25,000 which represents the District’s responsibility per occurrence for the program year beginning July 1, 2023; and
 - c. It is understood that Deposit Premiums may change from year to year.
2. To designate the CONFIRE Executive Director (“Director”) as its representative on the CIRA Board of Directors to act on all matters coming before said Board on behalf of CONFIRE as a Member Entity, as if CONFIRE itself were present. CONFIRE also designates the CONFIRE Assistant or Deputy Director as the alternate representative. In the Director’s absence, the alternate representative shall have the same power and authority as the Director.
3. To authorize its designated representatives to approve and execute the CIRA Joint Powers Agreement, as well as any future amendments to the Agreement, on behalf of CONFIRE. The Director, or the alternate in absence of the Director,

RESOLUTION NO. 2023 - 01

shall execute future amendments only after such amendments have been duly and formally approved by the CIRA Board of Directors.

- 4. To authorize payment to CIRA the amounts identified in Sections 1(a) above for Workers' Compensation coverage.

The Director or the alternate representative of CONFIRE is hereby directed to promptly forward by mail a certified copy of this Resolution, the executed and certified original Joint Powers Agreement, and Deposit Premium payment to CIRA at 2330 East Bidwell Street, Suite 150, Folsom, California 95630.

EFFECTIVE DATE: This Resolution shall take effect immediately.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 20 ____.

ATTEST:

Dr. Lynne Kennedy, Board President

Nathan Cooke, Secretary of the Board

RESOLUTION NO. 2023 - 01

(STATE OF CALIFORNIA)
(COUNTY OF SAN BERNARDINO) ss.
(CITY OF _____)

I, _____, Secretary of the Board for CONFIRE
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____
_____ adopted by CONFIRE, at a regular meeting thereof, held on the _____ day of _____
_____, 20____, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

[NAME], Secretary of the Board

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF THE
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
(formerly Public Agency Risk Sharing Authority of California)**

This Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority (“CIRA” or “Authority”) (“Agreement”), formerly known as the Public Agency Risk Sharing Authority of California (“PARSAC”), is entered into by and among the public entities, hereafter referred to as “Members”, each of which is organized and existing under the laws of the State of California and is a signatory to this Agreement and listed in Appendix “A”, attached hereto and made a part hereof. This Agreement supersedes the Public Agency Risk Sharing Authority of California [PARSAC] Joint Powers Agreement dated May 25, 2017 as of, and is effective on, July 1, 2021 (“Effective Date”).

RECITALS

1. The Authority was originally created as the California Municipal Insurance Authority effective May 21, 1986 pursuant to that certain Joint Powers Agreement Creating the California Municipal Insurance Authority (“Original JPA Agreement”). The Original JPA Agreement was revised and restated effective July 1, 1989 and then again effective November 19, 1993 when the original name was changed to the Public Agency Risk Sharing Authority of California. Subsequent restatements were approved effective May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, and May 26, 2011. The most recent restatement is the PARSAC Joint Powers Agreement which was approved effective May 25, 2017 (“PARSAC Agreement”).
2. Labor Code Section 3700 authorizes public entities, including members of a pooling arrangement under a joint powers authority, to fund their own workers’ compensation claims.
3. Government Code Sections 989 and 990 authorize a local public entity to insure itself and its employees against tort or inverse condemnation liability.
4. Government Code Section 990.4 authorize a local public entity to fund insurance and self-insurance in any desired combination.
5. Government Code Section 990.6 provides that the cost of insurance is an appropriate public expenditure.
6. Government Code Section 990.8 authorizes two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of the Joint Exercise of Powers Act (Gov. Code Section 6500 et seq.).
7. Government Code Section 6500 et seq. authorizes two or more public entities to jointly exercise, under an agreement, any power which is common to each of them.
8. Each Member that is a party to this Agreement desires to join with the other Members to fund programs of insurance for workers’ compensation, liability, property and other coverages to be determined and for other purposes set forth in this Agreement.

9. The governing body of each Member has determined that it is in the Member's own best interest, and in the public interest, to execute this Agreement and participate as a Member of the Authority.

In consideration of the recitals, mutual benefits, covenants, and agreements set forth in this Agreement, the Members agree as follows:

**ARTICLE I.
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
AS SUCCESSOR TO AND EXPANSION OF PARSAC**

- A. Authority Created. The Authority was originally formed on May 21, 1986 as the California Municipal Insurance Authority by operation of the Original JPA Agreement and subsequently renamed as the Public Agency Risk Sharing Authority of California effective November 19, 1993. The Authority was, and is, formed pursuant to the provisions of Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California ("Code"), which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies.
1. Name Change. As of the Effective Date, the Public Agency Risk Sharing Authority of California shall be known as the California Intergovernmental Risk Authority, hereinafter referred to as "CIRA" or the "Authority."
 2. Separate Entity. Pursuant to Code Sections 6506 and 6507, from its inception, the Authority has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by the Authority's Board of Directors ("Board").
- B. Membership in the Authority as of the Effective Date. As of the Effective Date, the membership of the Authority shall consist of the members of PARSAC and the members of the Redwood Empire Municipal Insurance Fund ("REMIF"), with respect to only those that have approved this Agreement as of the Effective Date, as listed in Appendix "A".
- C. Future Membership. Membership in the Authority is open to public entities throughout the State of California, if such public entities meet the requirements specified in the Bylaws and are approved by the Board.

**ARTICLE II.
PURPOSE**

The purpose of the Authority is to exercise the powers of the Members to jointly accomplish the following:

- A. Develop comprehensive Programs with the objective to reduce the cost of risk against which the Members are authorized or required to protect against by insurance, self-insurance, or pooling. Such Programs may include, but are not limited to, coverages for tort liability, workers'

compensation, employee health benefits, loss to real or personal property, or liability arising out of the ownership, maintenance, or use of real or personal property.

- B. The design of the Programs may evolve with the needs of the Members and in accordance with contemporary economic and financial conditions. Programs may therefore operate on an insured, pooled, self-funded, or other appropriate basis whereby the Members share some portion, or all, of the costs of Program losses.
- B. Jointly secure administrative and other services including, but not limited to, general administration, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting, legal and other services related to any authorized purpose.

ARTICLE III.

PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS

- A. Each Member represents and warrants that it intends to, and does hereby, contract with all other Members listed in Appendix "A", and any new members admitted to the Authority. Each Member also represents and warrants that the withdrawal or expulsion of any Member shall not relieve any Member of its rights, obligations, liabilities or duties under this Agreement or the individual Programs in which the Member participates.
- B. Each Member agrees to be bound by and to comply with all the terms and conditions of the Governing Documents and any Resolution or other action adopted by the Board as they now exist or may hereinafter be adopted or amended. Each Member assumes the obligations and responsibilities set forth in the Governing Documents, as they may be amended.
- C. Each new Member agrees to participate for a minimum of five years, except that members of PARSAC and REMIF as of June 30, 2021 must continue for a minimum of two years thereafter. Also, each new Member agrees to meet its obligations and responsibilities as set forth in the Governing Documents.

ARTICLE IV.

POWERS

The Authority shall have the powers common to its Members. As provided by Government Code Section 6509, the Authority's power is subject to the restrictions upon the manner of exercising the power of the Member specified in the Bylaws. Under this Agreement, the Authority is authorized, in its own name, to do all acts necessary and to exercise such common powers to fulfill the purposes of this Agreement, including but not limited to the following:

- A. Make and enter contracts;
- B. Employ agents and employees;
- C. Incur debts, liabilities or obligations;
- D. Receive, collect, invest, and disburse funds;

- E. Receive contributions and donations of property, funds, services and other forms of assistance;
- F. Acquire, construct, manage, maintain, hold, lease or dispose of real and personal property; and
- G. Sue and be sued in its own name and settle any claim against it.

**ARTICLE V.
BOARD OF DIRECTORS**

- A. The Authority shall be governed by the Board. Each Member shall appoint a representative to the Board and an alternate representative, each of whom shall meet the parameters set forth in the Bylaws. In the absence of a resolution of the Board providing otherwise, representatives and alternates will serve without compensation by the Authority.
- B. The Member's representative and/or alternate representative shall be removed from the Board upon the occurrence of any one of the following events: (1) the expulsion or withdrawal of the Member from the Authority; (2) the death or resignation of the Member representative; (3) the Member gives notice that the Member representative is no longer employed by the Member; or (4) as otherwise provided in the Authority's Bylaws.
- C. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to committees or other bodies or individuals.

**ARTICLE VI.
ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- A. All liabilities and obligations of the Authority existing prior to the Effective Date ("Preexisting Obligations") will be administered under the terms and conditions of the PARSAC Agreement. For this purpose, the PARSAC Agreement in effect on June 30, 2021, which is attached hereto as Appendix B, is hereby made a part of this Agreement and incorporated herein by this reference.
- B. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- C. All assets of the Authority existing on June 30, 2021 shall be reserved by the Authority for the sole purpose of administering the Preexisting Obligations. Similarly, all assets of REMIF shall be used exclusively for the purpose of administering the obligations of REMIF.

**ARTICLE VII.
OFFICERS**

- A. The Board shall elect a President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be Directors. The General Manager shall serve as Secretary of the Board. The manner of election and term of office of elected officers and their authority and responsibilities shall be as set forth in the Authority's Bylaws. If any of the elected officers ceases to be a Member's representative, the resulting vacancy shall be filled as provided in the Authority's Bylaws. The Board may elect such other officers as it considers necessary.
- B. As permitted by Government Code Section 6505.6, the Treasurer shall comply with the duties and responsibilities set for the subdivisions (a) through (d) of Government Code Section 6505.5, and shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505. The Treasurer will have no vote on the Board unless the Treasurer is also a Director.
- C. The Board shall appoint a General Manager who shall act as Secretary of the Board and as the Chief Administrative Officer of the Authority. Although an officer, the General Manager shall not have a vote on the Board or any committee of the Authority.

**ARTICLE VIII.
MEETINGS AND RECORDS**

- A. Not less than once a year, the Board and all standing committees shall hold regular meetings as set forth in the Bylaws of the Authority. Special meetings may be called as provided in the Bylaws.
- B. All meetings of the Board, and appointed committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).
- C. Minutes of regular, adjourned regular, and special meetings of the Authority shall be kept under the direction of the Secretary. After each meeting, the Secretary shall cause copies of the minutes to be forwarded to each Board member for review and approval at the next regular meeting.

**ARTICLE IX.
BUDGET**

The Board shall adopt an annual budget prior to the beginning of each Fiscal Year.

**ARTICLE X.
REGULAR AUDITS AND REVIEWS**

- A. The Board shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and

6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Members, and the auditor/controller of the county in which the Authority's administrative office is located. The report shall be filed within twelve months of the end of the fiscal year under examination. The Authority shall pay all costs for such financial audits.

- B. The Board shall cause an annual actuarial review to be prepared for each of the Programs of the Authority and a report of such actuarial review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such actuarial review.
- C. The Board shall cause a claims audit of the administration of the claims for each of the Programs of the Authority at least biannually. A report of such claims review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such claims reviews.

**ARTICLE XI.
ADMISSION OF NEW MEMBERS**

- A. Any public entity eligible for membership as stated in Article I may apply for membership in the Authority and participation in one or more of the Authority's Programs at any time. To be considered, the applicant must submit any documentation or information requested by the Authority and pay any costs required to analyze their application and determine their initial contribution.
- B. The Authority shall review all applications by potential new members to determine if they meet the requirements provided for in the Bylaws and any relevant Board policies to determine whether and on what conditions to admit the applicant.
- C. Upon approval for membership by two-thirds vote of the Board, to become a Member the applicant must execute this Agreement and pay any contributions or premiums required to participate in the Program(s) for the initial Program Year in which the applicant will participate.

**ARTICLE XII.
WITHDRAWAL**

- A. After the initial commitment period described in Article III, any Member which enters a Program may withdraw from that Program by compliance with the requirements stated in the Bylaws for withdrawal from the Program.
- B. Withdrawal of a Member does not terminate its rights to coverage arising under any Program in which it participated for the years in which it participated. A Member that has withdrawn from a Program may later seek to renew participation in the Program subject to any terms and conditions set forth in the Bylaws.

- C. A Member that has withdrawn from all of the Authority's Programs shall no longer have a right to a representative on the Board, but shall remain liable for assessments and other obligations arising from the Program Years in which it participated.
- D. As soon as administratively feasible after the Effective Date, the Members of the Authority shall agree on the method of apportioning the CalPERS retirement obligations of the Authority in the event of a default event as defined by Government Code Section 6508.2. Until such time, and in the event of a default event, the terms of the Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportion of Retirement Obligations dated May 25, 2017, and attached hereto as Exhibit "C", shall apply with respect to all Members of the Authority.

ARTICLE XIII. EXPULSION

The Board may expel any Member from the Authority and/or from a Program for material breaches of the Governing Documents consistent with the provisions of the Bylaws, subject to any warning or probationary provisions in the Governing Documents. Expulsion does not terminate the obligations of either the Authority or the Member incurred prior to the expulsion.

ARTICLE XIV. TERMINATION AND DISTRIBUTION

- A. This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Members; provided, however, that this Agreement and CIRA shall continue to exist for the purpose of disposing of all claims and paying its obligations for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of CIRA.
- B. Upon termination of this Agreement, all assets of each Program of CIRA shall be distributed among the Members which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by all Programs of the Authority. The Board may in its sole discretion determine that earlier distributions are appropriate as to Programs for which there remains no claim or liability.
- C. Following the termination of this Agreement, any Member which was a participant in any Program of CIRA shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member's period of participation.
- D. The Board is vested with all powers of CIRA for the purpose of concluding and dissolving the business affairs of CIRA. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XV.
LIABILITY OF MEMBERS, DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

- A. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member. However, each Member shall remain liable to the Authority for contributions assessed by the Authority to pay its debts, liabilities, or obligations.
- B. The debts, liabilities or obligations incurred by either PARSAC or REMIF prior to the Effective Date shall not constitute the debts, liabilities or obligations of the other. Notwithstanding the preceding, the Authority intends to be the successor to the CalPERS pension obligations of REMIF pursuant to California Government Code Section 20508. As such, the liability to CalPERS with respect to service credited under REMIF's CalPERS contract, and the continuing liability to CalPERS of the Authority with respect to service credit accrued both prior to and after the Effective Date under the Authority's CalPERS contract, shall be the contractual liability of the Authority. The Authority and REMIF shall separately enter into an agreement to provide for the allocation of liability, and the payment of related contributions, with respect to service credit accrued prior to the Effective Date.
- C. The representatives to the Board of Directors and to each of the Programs and any officer, employee, contractor, or agent of the Authority shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties under this Agreement. Directors, officers, committee members of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority.
- D. The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its employees pursuant to Government Code Section 825, et seq., or other applicable provisions of law. Nothing herein shall limit the right of the Authority to purchase insurance to satisfy this obligation.
- E. The Authority shall indemnify, protect, defend, and hold harmless each and all of the Members, and their officials, agents, and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Members, or any of their officials, employees, agents, or independent contractors.

**ARTICLE XVI.
NOTICES**

Notices to each Member under this Agreement shall be sufficient if mailed to its respective address on file with the Authority. Any Member may designate any other address in substitution of the foregoing address to which such notice will be given at any time by giving five days written notice to the Authority and all other Members.

**ARTICLE XVII.
AMENDMENTS**

This Agreement may be amended at any time with the approval of two-thirds of the Directors on the Board acting with the approval of their governing bodies, except that any amendment that reduces the voting requirement for termination of the Authority must be approved by three-fourths of the Directors on the Board acting with the approval of their governing bodies. Authority of the Member representative (director) to give such approval may be delegated such in advance by the Member's governing body, or in the absence of such prior delegation by action of a Member's governing body to approve the proposed amendment. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Members, unless otherwise stated in the Amendment, and once effective shall apply to all Members regardless of whether a particular Member approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member. A Member that does not approve of the amendment may withdraw from the Authority and all its Programs at the end of the fiscal year next following the effective date of the amendment, notwithstanding the five-year minimum commitment provided for in Article III, Section C.

**ARTICLE XVIII.
SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XIX.
COMPLETE AGREEMENT**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as to the Bylaws.

**ARTICLE XX.
TERM OF AGREEMENT**

This Agreement shall become effective upon execution, and shall continue in effect until satisfaction of all obligations created hereunder following termination of the Authority created by this Agreement.

**ARTICLE XXI.
COUNTERPARTS**

The Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**ARTICLE XXII.
ARBITRATION**

Any controversy arising out of this Agreement shall be submitted to binding arbitration, which shall be conducted in accordance with the provisions of the California Arbitration Act (California Code of Civil Procedure § 1280 et seq.).

**ARTICLE XXIII.
FORCE MAJEURE**

No party will be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such party ("Force Majeure"). If any such events shall occur, the time for performance by such party of any of its obligations under this Agreement will be extended by the parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected party shall: (i) promptly notify the other parties of such Force Majeure event, (ii) provide reasonable details relating to such Force Majeure event and (iii) implement mitigation measures to the extent reasonable.

**ARTICLE XXIV.
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement and the Bylaws of the Authority:

- A. "Agreement" shall mean this Agreement, as it may be amended from time to time, creating the California Intergovernmental Risk Authority.
- B. "Board" or "Board of Directors" shall mean the governing body of the Authority.
- C. "Bylaws" shall mean the Bylaws attached to this Agreement, as amended from time to time by the Board consistent with the amendment provisions in the Bylaws.

- D. "Claim(s)" shall mean demand(s) made against the Member arising out of occurrences which are covered or alleged to be covered by the Authority's Memorandums of Coverage or policies of insurance.
- E. "Fiscal Year" shall mean the period of time commencing on July 1 of each year and ending on June 30 of the following year.
- F. "Governing Documents" shall mean this Agreement, the Bylaws of the Authority, each Program's Memorandum of Coverage, the Master Program Document, , and any other document stipulated as a Governing Document in the Bylaws or by action of the Board.
- G. "Insurance" shall mean insurance or reinsurance purchased by the Authority to cover Claims against or losses of the Authority and/or its Members.
- H. "Jurisdiction" shall mean the territory in which the Authority may exercise its powers; i.e., the State of California.
- I. "Member" shall mean any public entity authorized to be a member of a Joint Powers Authority, which is a party to this Agreement and is participating in one or more Programs.
- J. "Memorandum of Coverage" shall mean a document issued by the Authority for each Program specifying the coverages and limits provided to the Members participating in the Program.
- K. "Participation" or "participating" shall refer to a Member that has elected to join and take part in a Program.
- L. "Pooling" shall mean group self-insurance as allowed by Government Code section 990.8, Labor Code section 3700, or any other applicable law.
- M. "Program" shall mean those coverage programs of risk sharing, insurance, self-insurance, pooling and risk management services created by the Authority to manage specific types of risks.
- N. "Program Year" shall mean the annual period in each Program to be segregated for determination of coverage premiums or assessments.
- O. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insured retention levels and the amount of reserves for potential claims.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

California Intergovernmental Risk Authority ["CIRA"]

Date: _____ By: _____
Name/Title

Attest: _____
Secretary, CIRA

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX "A"

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY MEMBERS

1. City of Arcata
2. City of Amador City
3. City of Avalon
4. City of Belvedere
5. City of Blue Lake
6. City of California City
7. City of Calimesa
8. City of Calistoga
9. City of Citrus Heights
10. City of Clearlake
11. City of Cloverdale
12. City of Coalinga
13. City of Cotati
14. City of Eureka
15. City of Ferndale
16. City of Fort Bragg
17. City of Fortuna
18. City of Grass Valley
19. City of Healdsburg
20. City of Highland
21. City of Lakeport
22. City of Menifee
23. City of Nevada City
24. City of Placentia
25. City of Placerville
26. City of Plymouth
27. City of Point Arena
28. City of Rancho Cucamonga
29. Rancho Cucamonga Fire Protection District
30. City of Rancho Santa Margarita
31. City of Rohnert Park
32. City of San Juan Bautista
33. City of Sebastopol
34. City of Sierra Madre
35. City of Sonoma
36. City of South Lake Tahoe
37. City of St. Helena
38. City of Tehama
39. City of Trinidad
40. Town of Truckee
41. City of Twentynine Palms
42. City of Ukiah
43. City of Watsonville
44. City of Wheatland
45. City of Wildomar
46. City of Willits
47. Town of Windsor
48. Town of Yountville
49. City of Yucaipa
50. Town of Yucca Valley

APPENDIX "B"

PARSAC Agreement

PARSAC
JOINT POWERS AGREEMENT

Revised & Adopted May 25, 2017

**Public Agency Risk Sharing
Authority of California**

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APPENDIX "A" MEMBER ENTITIES

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]
JOINT POWERS AGREEMENT

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to this Agreement. All such Member Entities are listed in Appendix "A", which is attached hereto and made a part hereof.

RECITALS

A. California Government Code Section 6500 and following permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

B. California Government Code Section 990.4 permits a local public entity to self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these;

C. California Government Code Section 990.6 provides that the cost of insurance provided by a local public entity is a proper charge against that local public entity;

D. California Government Code Section 990.8 permits two or more local entities to, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and provides that such pooling of self-insured claims or losses does not constitute the business of insurance under the California Insurance Code;

E. California Labor Code Section 3700(c) permits all political subdivisions of the State of California, including each member of a pooling arrangement under a joint exercise of powers agreement to self-insure against workers' compensation claims by securing a certificate of consent from the Department of Industrial Relations;

F. Each of the Member Entities, which is a party to this Agreement, desires to join with the other Member Entities to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in Article III of this Agreement;

G. The governing body of each Member Entity has determined that it is in its own best interest and in the public interest that this Agreement be executed and that it participate as a member of the Public Agency Risk Sharing Authority of California [PARSAC] created by this Agreement; and

H. As of the effective date of this Agreement, this Agreement shall replace and supersede the Joint Powers Agreement Creating the Public Agency Risk Sharing Authority of California, dated May 21, 1986, as amended on November 20, 1987, July 1, 1989, and November 19, 1993, May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, December 2, 2010, May 26, 2011 and May 25, 2017.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

The following terms shall have the following definitions:

- A. “**Agreement**” shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].
- B. “**Alternate**” shall mean the person designated by the Member Entity to act as a director of PARSAC in the absence of the Director. The Alternate shall have the same responsibility, power and authority as the Director when acting in the Director's stead.
- C. “**Board**” or “**Board of Directors**” shall mean the governing body of PARSAC.
- D. “**Bylaws**” shall mean the Bylaws of PARSAC, revised as of May 27, 2010, and as they may be further amended or revised.
- E. “**Claims**” shall mean any demand[s] made against a Member Entity to recover for monetary damages within, or alleged to be within, the scope of coverage provided by any of PARSAC's Memoranda of Coverage [or any commercial insurance policy related to a PARSAC Program].
- F. “**PARSAC**” shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- G. “**Covered Loss**” shall mean any loss resulting from a claim or claims against a Member Entity which is in excess of its Self-Insured Retention and which is covered by any of PARSAC's Memoranda of Coverage [or insurance policy related to a PARSAC Program].
- H. “**Deposit Premium**” shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each

Program of PARSAC.

I. “**Executive Committee**” shall mean that committee of the Board, constituted and exercising the authority set forth in this Agreement and in the Bylaws.

J. “**Fiscal Year**” shall mean the period of time ending on June 30 of each year during which PARSAC is in existence.

K. “**Incurred Loss**” shall mean the amount of monies paid and reserved by PARSAC to investigate, defend and satisfy a demand or demands made against a Member Entity.

L. “**Insurance**” shall mean commercial insurance policies which PARSAC may purchase for its Member Entities, from time to time, in order to effect a transfer of risk. The term "Insurance" shall not mean any self-insurance, risk-sharing or pooling of losses or risks.

M. “**Liability Program Participant**” shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Liability Program.

N. “**Member Entity**” shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.

O. “**Memorandum of Coverage**” shall mean the document or documents issued by PARSAC specifying the type and amount of coverages provided under any Program to the Member Entities by PARSAC.

P. “**Program Year**” shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.

- Q. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- R. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- S. **“Retrospective Premium”** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.
- T. **“Retrospective Premium Adjustment”** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.
- U. **“Self-Insured Retention”** or **“SIR”** shall mean the amount of loss from each occurrence which the Member Entity shall retain and pay directly and which shall not be shared by the Member Entities of PARSAC.
- V. **“Workers’ Compensation Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Workers’ Compensation Program.
- W. **“Group Purchase Programs”** shall mean coverage programs provided by insurance policies where there is no self-insurance, risk sharing or pooling.

**ARTICLE II
PARTIES TO THE AGREEMENT**

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

**ARTICLE III
PURPOSES**

This Agreement is entered into by the Member Entities in order to:

- A. Create the Public Agency Risk Sharing Authority of California to carry out the purposes listed below and to exercise the powers contained in this Agreement;
- B. Develop effective risk management programs to reduce the amount and frequency of their losses;
- C. Share some portion, or all, of the cost of their losses;
- D. Jointly purchase commercial insurance, associate with other risk-sharing pools, or self-insure against risks;
- E. Jointly purchase administrative and other services including, but not limited to, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting and legal services when related to any of the other purposes;
- F. Provide other joint powers risk sharing authorities with management services;
and
- G. Do all things necessary to carry out the foregoing purposes, as well as all things necessary to implement the terms of this Agreement as permitted by law.

**ARTICLE IV
CREATION OF THE PUBLIC AGENCY
RISK SHARING AUTHORITY OF CALIFORNIA**

Pursuant to the California Government Code, the Member Entities hereby agree to continue in existence a public entity, separate and apart from the parties to this Agreement, to be known as the Public Agency Risk Sharing Authority of California ["PARSAC"]. The debts, liabilities or obligations of PARSAC shall not constitute debts, liabilities or obligations of any party to this Agreement. However, a Member Entity may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of PARSAC.

**ARTICLE V
TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated in accordance with Article XXVI.

**ARTICLE VI
POWERS OF PARSAC**

PARSAC shall have the powers common to its Member Entities in California and all additional powers permitted to a joint powers authority by California law, and the parties hereby authorize PARSAC to do all acts necessary to exercise such powers to fulfill the purposes of this Agreement including, but not limited to, the following:

- A. Make and enter into contracts;
- B. Incur debts, liabilities and obligations;
- C. Acquire, hold, lease or dispose of real and personal property, contributions and donations of property, funds, services and other forms of assistance;
- D. Sue and be sued in its own name and settle any claim against it;
- E. Employ agents and employees;

F. Acquire, construct, manage, maintain or operate buildings, works or improvements;

G. Receive, collect, and disburse monies; and invest money not required for immediate necessities; and

H. Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement.

ARTICLE VII RESPONSIBILITIES OF MEMBER ENTITIES

Each member entity shall:

A. Sign this Agreement and its legally enacted amendments and participate in PARSAC's Liability Program and/or Workers' Compensation Program;

B. Sign a Membership Resolution for each Program;

C. Pay Deposit Premiums, Retrospective Premium Adjustments, and any Special Assessments to PARSAC on or before the due date;

D. Appoint, elect or remove representatives to serve as director and alternate on the Board, which representatives are expressly authorized to act on behalf of the Member Entity on all matters coming before the Board;

E. Assure that its representative director or alternate attends at least one meeting of the Board annually;

F. Assure that its representative director and alternate keep informed about PARSAC's activities and assist them in doing so;

G. Approve Amendments to this Agreement as set forth in Article XXIX; provided, however, the Member Entity may, by resolution or ordinance, authorize its director and alternate on the Board to approve and execute amendments on behalf of the Member Entity

without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment.

H. File, in a prompt and timely manner, all statewide, county, and locally-mandated reports and filings, including but not limited to the Fair Political Practices Commission's Statement of Economic Interests;

I. Undertake a risk management audit of its facilities and activities, conducted by a person and/or firm approved by PARSAC's Executive Committee and, based upon such report, to evidence correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of PARSAC's Executive Committee. Risk management audits may be required by the Executive Committee as frequently as it chooses. Risk management audits may be paid by PARSAC and charged back to Member;

J. Provide PARSAC with a copy of its most recent audited annual financial statements prepared by a Certified Public Accountant; or, if not available, provide PARSAC with the most recent set of unaudited monthly financial statements, and any other financial material as may be requested by PARSAC from time to time;

K. Cooperate with, communicate and assist in a timely manner, PARSAC and any insurer, provider of excess coverage, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement;

L. Promptly cooperate with PARSAC to determine and/or clarify any incidents which might become losses, the cause of any and all actual losses, and methods to bring about settlement of claims;

M. Comply with its obligations and responsibilities under this Agreement, the

Bylaws, the Memoranda of Coverage, the Risk Management Standards, PARSAC's policies and procedures, and any other contract or requirement [as any of the foregoing may be created or amended] necessary to implement this Agreement or any Program;

N. Pay any fines or penalties assessed by the Board or any regulatory agency that are attributable to the Member Entity's failure to perform in accordance with self-insurance regulations or comply with the provisions of this Agreement. An appeal may be filed with the appropriate regulatory agency. All decisions of the Board are final.

O. Use an Executive Committee-approved third-party claims administrator for claims handling, under such circumstances as the Board of Directors may require.

Failure to comply with any of the obligations under this section may be grounds for expulsion pursuant to Article XXIV of this Agreement.

ARTICLE VIII BOARD OF DIRECTORS

Except as otherwise provided in this Agreement or in the Bylaws, the powers of PARSAC shall be exercised, its property shall be controlled, and its affairs shall be conducted by its Board of Directors whose meetings, functions and activities shall be governed by the Bylaws.

The Board shall be composed of one director who represents and acts on behalf of each respective Member Entity which participates in PARSAC's Liability and/or Workers' Compensation Program. The number of persons on the Board shall be equal to the number of Member Entities. In addition, each Member Entity shall appoint a second individual as alternate director, who shall have the authority to attend, participate in, and vote at any meeting of the Board when the respective director is absent. Each director and alternate director shall be an elected official or employee of the respective Member Entity, shall be appointed by the

respective Member Entity's governing body, and shall serve at its pleasure. If a director or alternate ceases to be an employee or elected official of a Member Entity for any reason, his or her position on the Board and any of its committees shall immediately terminate.

The Board of Directors shall have the following powers and functions:

A. The Board shall exercise all powers and conduct all business of PARSAC, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law;

B. The Board shall form an Executive Committee from its membership. In the Bylaws the Board shall delegate to that Committee such powers as it sees fit;

C. The Board may form such other committees as it deems appropriate in conducting PARSAC's business;

D. The Board shall elect PARSAC's officers;

E. The Board shall cause to be prepared and adopt PARSAC's annual operating budget;

F. The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each of PARSAC's Programs, including all provisions for reinsurance and administrative services necessary to carry out such Program;

G. The Board shall contract or otherwise provide for necessary services to PARSAC and to Member Entities. These necessary services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services;

H. The Board, either directly or through the Executive Committee, shall provide policy direction to PARSAC's General Manager;

I. The Board shall receive and act upon reports of its committees and the General Manager, either directly or through the Executive Committee;

J. The Board shall establish monetary limits upon any delegation of the claims payment and settlement authority, beyond which a proposed settlement must be referred to the Board for approval;

K. The Board may require that PARSAC review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any Member Entity insofar as those functions are affecting PARSAC's liability or potential liability. The Board may forward any or all such recommendations to the Member Entity with a request for compliance and a statement of potential consequences for noncompliance;

L. The Board shall receive, review and act upon periodic reports and audits of PARSAC's funds;

M. The Board may amend, repeal or adopt new Bylaws, this Agreement or other key documents;

N. The Board may increase, decrease, or otherwise amend the coverages, limits and other terms of any Memorandum of Coverage;

O. The Board shall approve any proposal by the Executive Committee for Special Assessments from the Member Entities before such Special Assessments are billed;

P. The Board may expel a Member Entity from any Program or from membership in PARSAC pursuant to Article XXIV of this Agreement;

Q. The Board may ratify actions of the Executive Committee, where such ratification is required before the action becomes final;

R. The Board may enter into a joint venture or contractual arrangement with any

similar entity and may also enter into a merger or acquisition agreement with a similar entity, provided that if PARSAC is not the surviving entity in any such merger or acquisition, such action shall require approval by the vote of three-fourths of the Member Entities; and

S. The Board shall have such other powers and functions as are provided for in this Agreement, the Bylaws, and applicable law.

ARTICLE IX OFFICERS

The officers of PARSAC shall be the President, Vice President, Treasurer, and Auditor/Controller, and their qualifications and duties shall be those set forth in the Bylaws.

ARTICLE X EXECUTIVE COMMITTEE

There shall be an Executive Committee, all of whose members shall be directors. The Executive Committee shall set policy for and direct the administration of PARSAC on a day-to-day basis and may, without limitation, provide incentives and impose penalties, financial or otherwise, for performing or failing to perform in conformance with PARSAC requirements, programs, standards and policies. The composition, specific authority and meeting arrangements of the Executive Committee shall be set forth in the Bylaws.

ARTICLE XI ADMINISTRATION

PARSAC shall have a general manager, who shall be appointed or terminated by the Executive Committee, shall be responsible to the Executive Committee for the efficient and effective administration of PARSAC, and who shall serve as the Secretary of PARSAC. The General Manager shall attend all meetings of the Board, the Executive Committee, and other committees of the Board (but shall have no vote), shall prepare and maintain all minutes of meetings of the Board and its Committees, notices of meetings, and records of PARSAC, and

shall carry out all duties set forth in the Bylaws.

ARTICLE XII BUDGET

The Executive Committee shall recommend and the Board shall adopt an annual operating budget prior to the beginning of each Fiscal Year.

ARTICLE XIII ANNUAL AUDITS AND REVIEWS

A. **Financial Audit.** The Auditor/Controller shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and 6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of PARSAC. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Member Entities, and the auditor/controller of the county in which PARSAC's administrative office is located. The report shall be filed within twelve [12] months of the end of the fiscal year under examination. PARSAC shall pay all costs for such financial audits.

B. **Actuarial Review.** The Board shall cause an annual actuarial review to be prepared for each of the Programs of PARSAC and a report of such actuarial review shall be made available for inspection by the Board and the Member Entities. PARSAC shall pay all costs for such actuarial review.

C. **Claims Audit.** The Board shall cause a biannual claims audit of the administration of the claims for each of the Programs of PARSAC. A report of such claims review shall be made available for inspection by the Board and the Member Entities. PARSAC

shall pay all costs of such claims reviews.

ARTICLE XIV ESTABLISHMENT AND ADMINISTRATION OF FUNDS

PARSAC shall be responsible for the strict accountability of all funds and the reporting of all receipts and disbursements in accordance with generally accepted accounting principles. It will comply with all provisions of law relating to this subject, including California Government Code Sections 6500-6525.

The Treasurer of PARSAC shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program of PARSAC. Books and records of PARSAC in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Member Entities.

The Treasurer shall have the custody of and disburse PARSAC's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board to perform that function provided that, pursuant to Government Code Section 6505.5, the Treasurer shall:

- A. Receive and acknowledge receipt of all funds of PARSAC and place them in the treasury to the credit of PARSAC;
- B. Be responsible upon his or her official bond for the safekeeping and disbursement of PARSAC's funds so held by him or her;
- C. Pay any sums due from PARSAC as approved for payment by the Board or by any body or person to whom the Board has delegated approval authority, making such payments from PARSAC's funds upon warrants drawn by the Auditor;
- D. Verify and report in writing to PARSAC and to Member Entities, as of the first

day of each quarter of the fiscal year, the amount of money then held for PARSAC, the amount of receipts since the last report, and the amount paid out since the last report;

E. Prepare a complete written report of all financial activities within one hundred and twenty [120] days after the close of each fiscal year for such fiscal year to the Board and to each Member Entity; and

F. Receive, invest, and disburse funds in accordance with the procedures established by the Board or the Bylaws and in conformity with applicable law.

Pursuant to Government Code Section 6505.1, the General Manager, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to PARSAC's property.

PARSAC shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board, covering all officers and employees of PARSAC who are authorized to hold or disburse PARSAC's funds and all officers and employees who are authorized to have charge of, handle, and have access to PARSAC's property.

The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

The Authority may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

ARTICLE XV SUPPORT OF PARSAC'S GENERAL EXPENSES

Costs of staffing and supporting PARSAC [hereinafter called PARSAC's general

expenses] shall be equitably allocated among the various Programs by the Board, and shall be funded by the Member Entities which participate in such Programs [and ex-Member Entities] in accordance with such allocations.

ARTICLE XVI DEPOSIT PREMIUMS

The Deposit Premiums for the Liability and Workers' Compensation Programs shall be set at a level estimated to be sufficient, as determined by the Executive Committee, to cover PARSAC's budget for each Policy year. The Deposit Premiums for the Member Entities shall be set by PARSAC using various rating and underwriting criteria, such as:

- [1] The Member Entity's payroll;
- [2] The Member Entity's exposure base;
- [3] The results of an on-site underwriting inspection;
- [4] The Member Entity's prior claims history;
- [5] Total insurable values; and/or
- [6] Employee classification ratings.

Deposit Premiums for the Liability, Workers' Compensation, and Group Purchase Programs shall be billed to the Member Entities.

At the conclusion of each Program Year, PARSAC shall conduct a payroll audit of each Member Entity to adjust for any discrepancies between estimated and actual payroll. In the sole discretion of PARSAC, an on-site payroll audit may be conducted by PARSAC or an independent auditor. Any adjustments in payrolls, either debits or credits, shall result in an assessment of additional premiums or a return of overpaid premiums. This adjustment shall be made within sixty (60) days after the date of the audit.

**ARTICLE XVII
PARSAC MEMBERSHIP**

Member Entities shall participate in PARSAC's Liability Program and/or Workers' Compensation Program as a condition of membership in PARSAC. Participation in either Program shall be a minimum of three years and the Term shall be renewed for subsequent one-year periods at the commencement of each Program Year upon payment of the applicable Deposit Premium, unless termination, withdrawal, or expulsion occurs pursuant to Articles XXIII and XXIV of this Agreement. The Executive Committee shall establish the initial SIR for each Liability or Workers' Compensation Program Participant and may require a different SIR for Program Participants from time to time, in its sole discretion.

Program Years shall begin on July 1 of each year and shall continue through the following June 30. Retroactive coverage may be provided as approved by the Board and documented on the Declaration Page of the respective Memorandum of Coverage.

**ARTICLE XVIII
MEMORANDA OF COVERAGE**

The types and amounts of coverage for each Program available to Member Entities shall be specified in a Declarations Page and/or Memorandum of Coverage which shall be issued by PARSAC to each Member Entity for each Program Year in which the Member Entity has coverage. The Board shall have the power and authority to decrease, increase, or amend the coverage provided by a Memorandum of Coverage. If any such amendment is approved by the Board during a Program Year, no Member Entity participating in that Program Year shall be entitled to withdraw by reason of any said amendment prior to the termination of that Program Year.

ARTICLE XIX
SIR MANDATORY RESERVES/PAYMENTS

A Member Entity participating in the Liability Program must establish by resolution a “Fund Balance Reserve” (“Reserve”) equal to three times (3) the designated SIR, or any underlying insurance deductible chosen, and approved for the Member Entity by PARSAC. The Reserve will be recorded and maintained in the appropriate Member Entity Fund in accordance with Generally Acceptable Accounting Principles.

PARSAC will be notified of any proposed adjustment to the Reserve prior to the Member Entity’s adoption of such a resolution.

PARSAC may request certification, by the Member Entity, of the balance in the Reserve account at any time.

Applicants establishing coverage with PARSAC shall be required to submit the “Fund Balance Reserve Resolution” prior to coverage inception.

Any Member Entity which does not desire to establish a local Fund Balance Reserve at the required three-times its SIR, or underlying insurance deductible amount, may contract for an actuarial study of its losses and reserves by a Fellow of the Casualty Actuary Society (FCAS) to ascertain and represent to PARSAC adequate SIR Reserves. Such SIR amount shall be established as the correct Reserve for that Member Entity.

Although not obligated to do so, PARSAC may elect to pay a portion of claims expenses before the Member Entity’s self-insured retention has been exhausted in order to expedite the resolution of a claim. In this event, the member will be invoiced and shall have 30 days from the date of invoice to remit reimbursement. A 10% penalty shall be applied to the balance if payment is not received by the due date.

The claims payment procedures for members participating in the Workers’

Compensation Program with a self-insured retention are as follows:

1. The Member Entity shall set up a checking account with the Third-Party Administrator (TPA). The TPA shall pay all claim expenses within the Member's Entity's self-insured retention from the checking account. The Member Entity shall be responsible for ensuring sufficient funds are available for all costs related to the checking account, including any set-up fees charged by the TPA; or
2. PARSAC shall pay all claim expenses within the Member Entity's self-insured retention, which shall be reconciled and invoiced to the Member Entity quarterly. The Member Entity shall have 30 days from the date of invoice to submit its self-insured retention payment. A 10% penalty shall be applied to the balance if payment is not received by the due date. This option is available to Member Entities with an SIR of \$100,000 or lower.

ARTICLE XX RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS

Retrospective Premium Adjustments (RPA) for self-funded Programs shall be calculated annually as determined by each Program's funding policy. The Board may determine and levy special assessments on Member Entities by majority vote.

The RPA is a financial reconciliation made by PARSAC to determine whether the Deposit Premium collected for that Policy Year was sufficient to cover the costs. An RPA summary is presented annually to the Board for approval. Distribution of credits or collection of assessments will follow each Program's funding policy.

If a Member Entity has timely withdrawn or been expelled from a Program, any Retrospective Premium Adjustment credit shall remain with PARSAC until all Policy Year(s) in which they participated have been closed and reconciled. Any Retrospective Premium

Adjustment deficit shall be billed to the Member Entity at the time that particular Policy Year(s) is being reconciled. If a withdrawn or expelled member's total equity for all program years in which they participated is insufficient, the member will be billed at the time the deficit is identified. A member that has untimely withdrawn from a program foregoes their right to any remaining equity and is subject to assessment for any deficits.

ARTICLE XXI NEW MEMBERS

Any California public entity as defined in Article I may apply for membership in PARSAC and participation in any of PARSAC's Programs at any time. Public Entities must participate in either the Liability or Workers' Compensation program before participating in other Program offerings.

PARSAC shall review all requests for Program membership, and the Executive Committee shall approve and the Board shall ratify, which applicants shall be accepted for membership, in which Programs they may participate, and when such participation shall begin. Public Entities shall become new Member Entities as of the effective date of coverage indicated on the Program Declarations Page and upon payment of the Deposit Premium. Public Entities which are in the process of formation shall be covered only as of the effective date of formation.

Deposit Premiums for coverage which begins during a Program Year may be prorated for the remainder of the Program Year. A Public Entity applying for membership in the Workers' Compensation or Liability Program shall complete, return and comply with all of the following:

A. An "Application for a Certificate of Consent to Self-Insure" from the Department of Industrial Relations/Division of Self-Insurance Plans (DIR/SIP) (Workers' Compensation only);

- B. Loss reports for the five (5) most recent policy years;
- C. Estimated payroll for the current year and corresponding to the 5 years of loss data
- D. Liability Exposure questionnaire from PARSAC, questionnaires from the excess carrier or reinsurer, and most recent three years' audited financial statements;
- E. Undertake a risk management audit of its facilities and activities and, based upon such audit report, provide evidence of correction, elimination and/or clarification of all noted deficiencies revealed by such inspection; and
- F. Such other information as is reasonably required by PARSAC to assure compliance with law and PARSAC policies.

ARTICLE XXII WITHDRAWAL

Any Member Entity who has been a member for at least three full fiscal years may withdraw from its status as a member and as a party to the Joint Powers Agreement by submitting notice in writing to PARSAC as follows:

- A. Timely Notice of Withdrawal. A withdrawing Member Entity must notify PARSAC of its intention to withdraw at least six (6) months prior to the end of the fiscal year in which the member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion. Withdrawing members who submit Timely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. Withdrawing member will be

invoiced for their portion of the administrative fee each of the three years.

Calculation and Payment of Fee. The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three. The withdrawing member shall be invoiced for their portion of the administrative fee and it shall not be taken from equity. Should equity be insufficient to cover any deficit, the member will be subject to assessment. The withdrawing member's equity will remain with PARSAC until all years in which the member has participated are closed. Any equity remaining after all years have closed will be returned to the withdrawn member.

- B. Untimely Notice of Withdrawal. Members submitting a notice of intent to withdraw less than six (6) months prior to the end of the fiscal year, but not later than April 1, in which the member intends to withdraw shall be considered untimely. In the event of an untimely notice of intent to withdraw, the withdrawing member shall forego their right to any remaining equity. In addition to foregoing equity, withdrawing members who submit Untimely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services,

financial audits, and claims administration, and will remain subject to both the administrative fee and assessments for all years in which they participated. Withdrawing members will be invoiced for their portion of the administrative fee each of the three years. *Calculation and Payment of Fee.* The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three.

Withdrawal from the Liability or Workers Compensation Program shall terminate coverage under that Program. If withdrawal would result in the Member Entity no longer being a member of either the Liability or the Workers Compensation Program, then such withdrawal shall constitute withdrawal from this Agreement and from membership in PARSAC, subject to the ex-Member Entity's continuing obligations under Article XXV below.

A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than 6 months notice shall be final.

Any Member Entity which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.

ARTICLE XXIII EXPULSION

Regardless of its three-year commitment under the Liability and/or Workers' Compensation Program, a Member Entity may be expelled from PARSAC or a Program either with or without cause. The General Manager shall review any lack of satisfactory performance or other problem with the Member Entity and shall attempt to resolve the matter. If the General Manager determines that the Member Entity is unwilling or unable to correct the problem, the General Manager shall present the matter to the Executive Committee. The Executive Committee may recommend to the Board that the Member Entity be expelled, either with or without cause. Written notice of the Executive Committee's recommendation for expulsion shall be delivered to the Member Entity with return receipt at least fourteen [14] days before the Board meeting at which the matter will be discussed. Action by the Board shall require the vote of a majority of the total number of directors. Expelled members are subject to the administrative fee for a timely withdrawal as described in Article XXIII, Paragraph A.

In considering the expulsion of a Member Entity, the Executive Committee shall allow the affected Member Entity a reasonable opportunity to address and remedy the reasons, if any, for the proposed expulsion. The period of time so allowed shall be within the sole discretion of the Executive Committee. If such a reasonable opportunity is allowed, PARSAC may require quarterly audits to monitor the affected Member Entity's remedial actions or any other conditions to its continued participation in PARSAC or its Programs.

A Member Entity which is the subject of a proposed expulsion shall be responsible for investigating the availability of alternate coverage. On the request of the Member Entity, the Board may permit the Member Entity a reasonable time to make arrangements for alternative coverage, but such period of time shall be at the Board's sole discretion.

**ARTICLE XXIV
EFFECT OF WITHDRAWAL OR EXPULSION
ON MEMBER ENTITY'S RESPONSIBILITIES**

The withdrawal or expulsion of any Member Entity after its participation in any Program shall not terminate its responsibility with respect to the following:

A. Provide PARSAC with such statistical and loss experience data and other information as may be necessary for PARSAC to carry out the purposes of this Agreement;

B. Pay to PARSAC when due any Deposit Premiums or Retrospective Premium Adjustments for each Policy Year of each Program in which it participated;

C. Cooperate fully with PARSAC in determining the cause of losses in the settlement of claims;

D. Cooperate with and assist PARSAC and any insurer, excess provider, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement; and

E. Comply with the Bylaws and all policies and procedures of PARSAC not inconsistent with the provisions of this Agreement and not inconsistent with its withdrawal from PARSAC.

Disposition of Equity – Timely Withdrawal or Expulsion. In addition, PARSAC shall retain all remaining equity, and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed, at which time PARSAC shall refund to the ex-Member Entity, any remaining equity which was not expended in settling, paying or otherwise resolving claims against the ex-Member Entity.

Disposition of Equity – Untimely Withdrawal. PARSAC shall retain all remaining equity

and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed and the administrative fee charged per Article XXII, Paragraph B.

**ARTICLE XXV
TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS**

This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Member Entities; provided, however, that this Agreement and PARSAC shall continue to exist for the purpose of disposing of all claims and paying its obligations (to CalPERS) for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of PARSAC.

Upon termination of this Agreement, all assets of each Program of PARSAC shall be distributed among the Member Entities [and ex-Member Entities which previously timely withdrew or were expelled] which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by each Program.

Following the termination of this Agreement, any Member Entity which was a participant in any Program of PARSAC shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member Entity's period of participation.

The Board is vested with all powers of PARSAC for the purpose of concluding and

dissolving the business affairs of PARSAC. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XXVI NOTICES

Notices to Member Entities under this Agreement or the Bylaws shall be sufficient if mailed to their respective addresses on file with PARSAC. Notices to PARSAC shall be sufficient if mailed to the address of the principal executive office of PARSAC, addressed to the General Manager.

ARTICLE XXVII PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member Entity shall have any right, claim or title to any part, share, interest, fund, premium or asset of PARSAC.

ARTICLE XXVIII AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

**ARTICLE XXIX
SEVERABILITY**

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

**ARTICLE XXX
AGREEMENT COMPLETE**

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

**ARTICLE XXXI
EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California ["PARSAC"]

Date: _____
By: _____
Name/Title

Attest: _____
Deputy Secretary, PARSAC

Member Entity: _____

Date: _____
By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX “A”

**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]**

MEMBER ENTITIES

- City of Amador City
- City of Avalon
- City of Belvedere
- City of Blue Lake
- City of California City
- City of Calimesa
- City of Calistoga
- City of Citrus Heights
- City of Clearlake
- City of Coalinga
- City of Ferndale
- City of Grass Valley
- City of Highland
- City of Menifee
- City of Nevada City
- City of Pacific Grove
- City of Placentia
- City of Placerville
- City of Plymouth
- City of Point Arena
- City of Rancho Cucamonga
- Rancho Cucamonga Fire Protection District
- City of Rancho Santa Margarita
- City of San Juan Bautista
- City of South Lake Tahoe
- City of Tehama
- City of Trinidad
- Town of Truckee
- City of Twentynine Palms
- City of Watsonville
- City of West Hollywood
- City of Wheatland
- City of Wildomar
- Town of Yountville
- City of Yucaipa
- Town of Yucca Valley

Appendix "C"

Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportionment of Retirement Obligations Dated May 25, 2017

PARSAC
AGREEMENT FOR APPORTIONMENT OF
RETIREMENT OBLIGATIONS

Public Agency Risk Sharing
Authority of California

**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]
AGREEMENT FOR APPORTIONMENT OF RETIREMENT OBLIGATIONS**

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to the Joint Powers Authority Agreement (as revised effective May 25, 2017, hereafter "JPA Agreement. All such Member Entities are listed in Appendix "A," which is attached hereto and made a part hereof.

RECITALS

Whereas PARSAC is an entity formed under California Government Code § 6500 which permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

Whereas California Government Code § 6508.2 requires that the member agencies of a joint powers agency ("AGENCY") mutually agree to a 100% apportionment of the AGENCY's retirement liability prior to either a dissolution of the AGENCY or the termination of the AGENCY's participation in a public retirement system.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follow:

AGREEMENT

ARTICLE I

DEFINITIONS

The following terms shall have the following definitions:

- A. **"Agreement"** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].

- B. **“Board”** or **“Board of Directors”** shall mean the governing body of PARSAC.
- C. **“PARSAC”** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- D. **“Deposit Premium”** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each Program of PARSAC.
- E. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.
- F. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.
- G. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- H. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- I. **“Public Retirement System”** shall mean CalPERS or any other Public Entity retirement program established or operated by a California Public Entity available to public employees as to which current or former employees of PARSAC participated.
- J. **“Retirement Liability”** shall mean the liability that PARSAC possesses to all former or current employees of PARSAC for retirement benefits owed to them pursuant to a contract between PARSAC and a Public Retirement System and arising by reason of those employees participation in the Public Retirement System.

K. **“Retrospective Premium”** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.

L. **“Retrospective Premium Adjustment”** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.

ARTICLE II

PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III

PURPOSE

This Agreement is entered into by the Member Entities in order to:

A. Provide for an apportionment among current and former PARSAC Member Entities of 100% of PARSAC's Retirement Liability consistent with the requirements of Government Code §§ 6508.1 and 6508.2 as enacted and amended effective January 1, 2019. The current Member Entities of PARSAC are set forth in Appendix A. The former Member Entities of PARSAC as of the date of this Agreement are set forth in Appendix B.

ARTICLE IV

METHOD OF APPORTIONMENT OF RETIREMENT LIABILITY

A. In the event of a decision by the governing Board of PARSAC to dissolve and cease all operations, or in the event of a decision by the governing Board of PARSAC to terminate PARSAC's contract with a Public Retirement System, the Member Entities agree that 100% of PARSAC's Retirement Liability shall be funded by all current and former PARSAC Member Entities based on a pro rata share of the former and current Member Entities' historical Deposit Premium in the Workers' Compensation and Liability self-funded Programs. The apportionment of the Retirement Liability shall be calculated as set forth above, and the unfunded Retirement Liability then existing shall be paid as follows: The unfunded Retirement Liability then existing shall be paid prior to any distribution of assets as provided in ARTICLE XXV of the JPA Agreement and prior to the payment of any equity that may be determined as the result of the Retrospective Premium Adjustment process as set forth in ARTICLE XX. (For example, should a Member Entity have remaining equity in either the Workers' Compensation or Liability program, at the time of PARSAC's dissolution or PARSAC's termination of PARSAC's contract with a public retirement system, the Member Entity's equity shall first be applied to reduce that Member Entity's share of the apportionment of the Unfunded Retirement Liability.)

B. In the event that PARSAC disposes of the real property identified as 1525 Response Road, Sacramento, CA, 95815 (the "Property"), any unfunded Retirement Liability of PARSAC shall first be reduced by applying the proceeds from the sale of the Property as provided in Resolution 2019-03, attached hereto as Exhibit A, prior to the determination of the amounts owed by the former or current Member Entities under the apportionment provided herein.

C. The apportionment of the Retirement Liability of PARSAC among the former and current Member Entities of PARSAC and the obligation of the former and current Member Entities to pay such apportionment of the PARSAC Retirement Liability as provided herein shall be a separate and independent obligation from the obligation of the Member Entities arising upon termination, expulsion or withdrawal of a Member Entity or upon termination of the Joint Powers Agreement (as revised effective May 25, 2017) including but not limited to ARTICLES XX, XXII, XXIII, XXIV and XXV of that Agreement.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for the purpose of paying 100% of the Retirement Liability of PARSAC pursuant to the apportionment among former and current Member Entities as provided for herein.

ARTICLE VI

SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE VII

AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision

of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

ARTICLE VIII

AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

ARTICLE IX

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California [“PARSAC”]

Date:

By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date:

By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX “A”

**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]**

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

APPENDIX “B”

**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]**

FORMER MEMBER ENTITIES

City of Alturas
City of Canyon Lake
City of Carlsbad
City of Elk Grove
City of Hesperia
City of Rialto
City of Ridgecrest
City of Rio Dell
City of West Hollywood

**BYLAWS
of the
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY**

**ARTICLE I.
PREAMBLE**

The California Intergovernmental Risk Authority (“CIRA” or “the Authority”) is established for the purposes and under the authorities described in its Joint Exercise of Powers Agreement (“Agreement”). The Agreement specifies that Bylaws will govern many of the operations of the Authority, and defines certain terms used in these Bylaws.

**ARTICLE III.
NEW MEMBERS**

Any California public agency that provides municipal services may become a Member of the Authority by agreeing to be bound by the Governing Documents and by complying with all of the following requirements:

- A. Submit a completed application for membership 90 days before the start of the fiscal year, including any required application fee;
- B. Submit a signed resolution acknowledging participation under the terms and conditions which then prevail;
- C. Execute the Agreement then in effect and agree to be bound by any subsequent amendments to the Agreement;
- D. Agree to be a Member for at least five consecutive fiscal years after commencement of membership or, if a member of the Public Agency Risk Sharing Authority of California (PARSAC) or the Redwood Empire Municipal Insurance Fund (REMIF) as of June 30, 2021, for two fiscal years after that date;
- E. Be accepted for membership by a two-thirds vote of the Board of Directors;
- F. Appoint, in writing, a representative to act as Director on the Authority’s Board and another to act as alternate Director in the absence of the Director, who shall be officers or employees of the Member; and
- G. Ensure the Director and alternate Director file with the Authority the required Fair Political Practices Commission (FPPC) forms upon assuming office, annually, and upon termination of office.

Before the Board votes on a potential Member’s application, there shall be a review and interview of the applicant, in accordance with the Underwriting Guidelines, including the applicant’s most recent audited financial statement and associated management letters. This review may also include a safety inspection of the facilities of the applicant. A two-thirds vote of the Board of Directors is required to approve the

application, based upon the application, and any inspections, reports, or other material pertinent to the decision.

**ARTICLE IV.
MEMBER RESPONSIBILITIES**

Each Member is responsible for the following:

1. Cooperation with the Authority, its insurers, adjusters and legal counsel in determining the cause of losses in settling claims, and supporting effective risk management and risk transfer decisions;
2. Timely payment of all contributions, assessments, interest, penalties, or other charges imposed consistent with the Governing Documents;
3. Providing the Authority with statistical and loss experience and other data as requested.
4. Execution of a membership resolution for each Program in which the Member participates.
5. Appointing a representative and alternate to represent the Member on the Authority's Board, expressly authorizing such representatives to act on behalf of the Member on all matters coming before the Board, and assuring that its representative or alternate regularly attend meetings of the Board and any committee to which a representative has been appointed.
6. Execution of amendments to this Agreement as set forth in Article XV; provided, however, the Member may, by resolution or ordinance, authorize its representative on the Board to approve and execute amendments on behalf of the Member without the necessity of a resolution or ordinance of the legislative body of the Member confirming or ratifying such amendment.
7. As required by the Authority, undertake risk management audits of its facilities and activities, conducted by a person and/or firm approved by the Authority and provide evidence of correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of the Authority.
8. Use of an Authority-approved third-party claims administrator.
9. Payment for the costs of staffing and supporting the Authority ("general expenses") shall be funded by the Members in accordance with the Board's allocation of general expenses to the Authority's various Programs.

**ARTICLE V.
GOVERNING BOARD**

- A. The governing body of the Authority shall be the Board of Directors (Board). The Board shall be comprised of one Director from each Member. Each Director has one vote. An alternate Director may cast a vote only in the absence of the Director. Each Director and alternate Director must be an officer or employee of the Member. A Member may change any of its representatives to the Board only by written notification to the Authority from the Member's governing body or the Member's Chief Executive Officer or equivalent.

- B. The Board shall provide policy direction for the General Manager, the Executive Committee, any other standing committees, and any administrative or legal service providers to the Authority. The Board may delegate any or all of its responsibilities, except those requiring a vote by the Board as specified in the Governing Documents.
- C. As to Program-specific agenda items, only the Directors representing Members that participate in that Program may vote, and as to such items a quorum shall be determined by reference to the number of Members participating in the Program. As to agenda items relating to all liabilities and obligations of CIRA existing prior to the Effective Date ("Preexisting Obligations"), only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- D. The Board reserves unto itself the authority to do the following (except where specifically noted, a simple majority of the Board present at a meeting may take action):
1. Accept a new Member to the Authority (two-thirds vote of the Board);
 2. Accept indebtedness (two-thirds vote of the entire Board);
 3. Adopt a budget;
 4. Amend these Bylaws;
 5. Elect and remove Officers;
 6. Expel a Member from the Authority (two-thirds vote of the Board);
 7. Approve dissolution of Authority (two-thirds vote of the entire Board); and
 8. Approve financing costs from one Program to another (Program to Program borrowing) if such financing extends beyond a twelve-month period.
- E. The Board will meet at least once a year to review the operations of the Authority. The Board will establish a time and place to hold such regular meetings. The Board Secretary will mail notices of all Board meetings to each Member, keep minutes of the meetings, and send copies of such minutes to the Members.
- F. A special meeting may be called by the president or by a majority of the Board with twenty-four (24) hours' notice, stating the purpose, date, time, and place of the meeting, provided such notice is in writing.
- G. Every Member is expected to have its Director or alternate attend Board meetings.
- H. All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.)

- I. A quorum shall consist of a majority of the Directors then appointed and serving, without counting vacancies. All matters within the purview of the Board may be decided by a majority vote of a quorum of the Board, except as specified otherwise in the Governing Documents.

**ARTICLE VI.
OFFICERS**

- A. The officers of the Authority shall consist of a President, a Vice President, a Treasurer, an Auditor/Controller, and a Secretary. The Board shall elect the President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be directors on the Board. The Treasurer may be a Director, an employee of the Authority, or an employee of a Member, and if the Treasurer is an employee of a Member the employee need not be the Member's designated representative on the Board. The General Manager shall serve as Secretary.
- B. Initial officers shall serve staggered terms with the President and Treasurer serving a two-year term and Vice President and Auditor/Controller serving a one-year term. The terms of office for subsequent officer elections shall be two years. The President and Auditor/Controller will be elected in odd-numbered years and the Vice President and Treasurer will be elected in even-numbered years.
- C. Initial officers (other than the Secretary) shall be elected at the first meeting of the Board of Directors. At least 30 days before each subsequent election, the President may appoint a nominating committee as set forth in these Bylaws or propose a slate informally.
- D. The nominating committee's nomination of candidates for elected officer positions shall be made in writing, and the slate of nominees will be sent to each Member at least seven (7) days before the last regular Board meeting of the fiscal year. Additional candidates for any of the offices may be made by an open nomination and second from the floor at the time of the meeting.
- E. The election of officers will be held at the last regular Board meeting of the fiscal year in which their terms expire or at a special meeting called for that purpose. Those candidates receiving a majority of votes cast for each office will succeed to those offices. If no nominee receives a majority of the vote, the nominee with the least votes shall be deleted as a nominee and a new vote taken. This elimination process will continue until one nominee receives a majority vote. Each Director or, in the absence of that Director, the Director's alternate, shall be eligible to vote.
- F. Each elected officer will serve until the next election of officers, or termination of his or her employment with the Member, or until removal from office by a majority vote of the Board, whichever is earliest.
- G. The Board shall make the appointment to a vacancy in the office of the President. Vacancies in any other office shall be filled by appointments by the President with ratification by the Board at the next Board meeting held after the vacancy occurs. In the event that the Board fails to ratify an appointment, the President shall make another appointment which will be subject to ratification by the Board.

- H. The President shall preside at all meetings of the Authority. The President shall, with the consent of the Board or Executive Committee, appoint representatives to the board of any joint powers authority of which the Authority is a Member, and shall make all Committee appointments with the exception of the Executive Committee. The President shall execute documents on behalf of the Authority as authorized by the Board and shall serve as the primary liaison between the Authority and any other organization. The President shall serve as a member of the Executive Committee and as a nonvoting ex-officio member of all other Committees.
- I. In the absence or temporary incapacity of the President, the Vice-President shall exercise the functions of the President. The Vice-President shall serve as member of the Executive Committee and as a nonvoting ex-officio member of all other committees when the President is unable to attend.
- J. The Auditor/Controller shall be responsible for the duties and functions prescribed by Government Code Section 6505.6, as well as any other duties as may be specified by the Board or the Executive Committee. The Auditor/Controller may appoint an assistant to serve as needed, provided such assistant shall not be an employee or public official of the same Member as the Auditor/Controller. In the absence of both the President and Vice President at any one meeting, the Auditor/Controller shall preside over that meeting only and shall have powers and duties as may be required by the Board for this purpose. If the President, Vice-President, and Auditor/Controller will be absent from any one meeting, any of them may designate a director to preside over the meeting, but the designated director shall have only the powers and duties as may be required by the Board for this purpose.
- K. The Secretary shall be responsible for preparing all minutes and agendas of the Board, the Executive Committee, and any other Committee meetings, preparing necessary correspondence, and maintaining files and records.
- L. The Treasurer shall have no vote on the Board or Executive Committee unless the Treasurer is a designated representative of a Member to the Board. The Treasurer shall have the responsibility to establish and maintain such funds and accounts as may be required by accepted accounting practices and procedures prescribed by the Government Accounting Standards Board and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program. Books and records of the Authority in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Members. The Treasurer shall disburse Authority funds, accounts, and property, in accordance with the Government Code and at the direction of the Board.
- M. An Officer Emeritus is a retired or former member of the Authority's or REMIF's Executive Committee or Board of Directors, preferably an Officer, having served three terms or more on the Executive Committee or six years on the Board for each agency. The Officer Emeritus serves to maintain the institutional knowledge, culture, and practice of CIRA. The Officer Emeritus is independent and does not represent any Member. The Officer Emeritus attends and may participate in meetings but does not vote. The Officer Emeritus may represent CIRA as directed and may serve as a mentor or advisor as needed and available. The Officer Emeritus receives a stipend as determined by the Board via resolution and reimbursement for reasonable travel expenses. The Executive Committee shall appoint up to two Officers Emeritus to be affirmed by the Board. The Officer Emeritus position will be re-evaluated by the Board after five years.

**ARTICLE VII.
COMMITTEES**

- A. Executive Committee. There shall be an Executive Committee to conduct the day-to-day business of the Authority. The Board may create other committees, standing or temporary, as it deems necessary.
- B. All committee meetings shall be conducted in accordance with applicable law, including but not limited to the Ralph M. Brown Act (Government Code § 54950, et seq.). For all committees, a quorum shall consist of a majority of committee members then appointed and serving, without counting vacancies. All matters within the purview of a committee may be decided by a majority vote of a quorum of the committee, except as specified otherwise in the Governing Documents.
- C. The Executive Committee shall be composed of thirteen members including the President, Vice-President, Treasurer (if a Board Member), and Auditor/Controller, and nine (or ten, if necessary) other individuals, all of whom must be Directors and not alternates. Five of the nine shall be elected by the Board in even numbered years and four (or five, if necessary) shall be elected by the Board in odd numbered years. One each shall be elected by the Directors in each of three regions designated by the Board. One each shall be elected by the Directors in each of three size categories (small, medium, and large) designated by the Board. Three (or if necessary four) shall be elected at large. Executive Committee members may be re-elected without restriction. All nine shall be elected in the first election following adoption of these Bylaws, with either four or five being designated to serve an initial term of one year until the next election depending on whether the next year is odd or even. For the first two elections after these Bylaws become effective on July 1, 2021, at least five members of the Executive Committee shall be from former members of the Redwood Empire Municipal Insurance Fund. No Member shall be represented by more than one member on the Executive Committee.
- D. Members of the Executive Committee may be removed with or without cause by the Board, which shall elect replacements for the vacancies caused by such removal. Members may also be removed for failure to attend two consecutive meetings without reasonable excuses. The President may appoint replacements to fill any vacancies caused by death, disability, resignation, disqualification, or removal for unexcused absences, and such appointees shall serve until the next meeting of the Board, at which time the selection of replacement shall be ratified or another replacement elected.
- E. The Executive Committee may exercise all powers and authority of the Board, except those reserved to the Board as set forth in Article V.D. The Executive Committee may make recommendations to the Board on matters including a change in Members' retention levels, approval of the annual budget, and approval of new Members. The Executive Committee may also establish subcommittees, define their functions and responsibilities and appoint members to them; appoint or terminate the General Manager; and exercise such other powers and perform such other duties as these Bylaws or the Board may prescribe.
- F. PARSAC Committee. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations.

- G. Personnel Committee. The Officers (not including the Secretary or any Treasurer who is not a Director) and two other Directors appointed by the President (three if the Treasurer is not a Director) shall serve collectively as the Personnel Committee, with the authority to oversee, review and recommend action to be taken by the Executive Committee regarding the performance and compensation of the General Manager and any other personnel issues.

**ARTICLE VIII.
GENERAL MANAGER**

- A. The General Manager shall be the Chief Administrative Officer and Secretary of the Authority. The General Manager may not be an employee or an officer of a Member.
- B. The General Manager shall be responsible for administering the operations of the Authority, including giving notices of meetings, posting of agendas for meetings, preparation of minutes of meetings, maintenance of all accounting and other financial records of the Authority, filing of all financial reports of the Authority, reporting activities of the Authority to Members, and other such duties as the Board may specify.
- C. The General Manager shall appoint all staff positions of the Authority, subject to budget approval by the Board, and shall be responsible for their supervision.
- D. The General Manager shall attend all meetings of the Board and Executive Committee

**ARTICLE IX.
SETTLEMENT OF CLAIMS**

- A. The General Manager shall have authority to settle workers compensation, property and liability claims up to the limit specified by Board policy but not to exceed the actual amount of the claim. The Executive Committee, Board, or a designated claims committee, if appointed, shall have authority to settle claims beyond the authority of the General Manager.
- B. For workers' compensation claims, staff has standing authority to pay benefits due under workers' compensation law for medical benefits, temporary disability, etc. and to resolve permanent disability claims up to statutory requirements. Any settlements for permanent disability and/or a compromise and release exceeding the statutory requirements may be settled by the General Manager, or by the Executive Committee or Board for amounts in excess of the General Manager's authority up to the Authority's limit of coverage.

**ARTICLE X.
FINANCIAL AUDIT**

- A. The Auditor/Controller shall cause an annual audit of the financial accounts and records of the Authority to be made by a qualified, independent individual or firm. The minimum requirements of the audit shall be those prescribed by law.

- B. The financial audit report shall be filed with the State Controller's Office within six months of the end of the fiscal year under examination. A copy of the audit report shall be filed as a public record with each Member.
- C. The costs of the audit shall be charged against the operating funds of the Authority.

**ARTICLE XI.
FISCAL YEAR**

- A. The fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the subsequent year.

**ARTICLE XII.
BUDGET**

- A. A draft budget shall be presented to the Board at the last scheduled Board meeting prior to July 1 of the next fiscal year.
- B. The Board shall adopt the annual budget by July 1 of each year.

**ARTICLE XIII.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS**

- A. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the subject, particularly Section 6505 of the Government Code. The Treasurer shall receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.
- B. The funds received for each Program shall be accounted for separately on a full-accrual basis. The portion of each Program's annual contribution allocated for payment of claims and losses shall be held by the Authority in trust for the Program members.
- C. The Treasurer may invest funds not required for the immediate operations of the Authority, as directed by the Board or Executive Committee, in the same manner and on the same conditions as local agencies as provided by Government Code Section 53601.
- D. The General Manager shall draw warrants to pay demands against the Authority, after such demands have been approved by both the President and the Treasurer, except for employee payroll and benefits disbursements, and other unusual or urgent circumstances as determined by the General Manager. All checks disbursing funds of the Authority shall be signed by at least two Authority officials, one of whom must be the General Manager or designee.
- E. Officers, directors and employees handling funds shall be properly bonded as determined by the Board or Executive Committee.

**ARTICLE XIV.
PROGRAMS**

- A. The Authority shall establish Programs in such areas as the Board may select including, but not limited to, the areas of property, workers' compensation, and liability coverage.
- B. Coverage in a Program may be provided by a self-funded risk-sharing pool, participation in pooled excess self-insurance, purchased insurance, reinsurance or any combination thereof, as determined by the Board or Executive Committee.
- C. The Authority may authorize and use administrative funds to study the feasibility and development of new Programs. If a new Program is approved by the Board, the estimated contributions to fund the Program shall be developed and presented in writing to each Member. Each Member shall have sixty (60) days from the date of such notice to state in writing its intent to join or refrain from joining the new Program. Unless the Member provides written notice to the Authority of its intent to participate in the new Program, it shall be presumed that the Member declines to participate in the Program. Upon conclusion of the notice period, the final contributions will be determined and billed to the Members in the new Program. Each Member that elected to participate will be bound to the new Program for the period of time required by the Master Program Document.
- D. The Board will adopt and maintain a Memorandum of Coverage and Master Program Document, and determine the financial contributions to be required of the Members for each Program. The Memorandum of Coverage or Master Program Document shall, among other things, establish procedures for addressing claims disputes.
- E. Each Program will be financially self-contained and individually evaluated for administrative and equity allocation purposes. Each fiscal year within each Program shall be separately accounted and maintained. Program funds may be co-mingled with the funds of another Program for durations shorter than a twelve-month period, or when specifically allowed by the Board.
- F. Each Member shall cooperate fully with the Authority to provide underwriting and safety and loss control information. Additionally, each Member shall comply with the provisions of the annual Safety and Loss Prevention Program Plan as approved by the Board.
- G. Members with delinquent amounts due may be assessed a penalty which shall be set by the Authority.
- H. The condition of each Program shall be evaluated by an independent actuary. The Workers' Compensation and Liability Programs shall receive such evaluation on an annual basis. Other Programs shall be evaluated as determined by the Board. The condition of each open fiscal year within each such Program shall be evaluated to determine its actuarial soundness. If it is determined by the actuary that any year is no longer actuarially sound, appropriate actions shall be taken. In addition, the Board reserves the right to assess all Members and/or the Members of any Program an amount determined by the Board to be necessary for the soundness of the Program and to allocate such assessment in a fair and equitable manner.
- I. The withdrawal or expulsion of a Member from any Program shall be in accordance with the provisions of the Master Program Document.

- J. The withdrawal or expulsion of any Member from any Program shall not terminate the Member's responsibility to contribute its share of contributions, or funds, to any fund or Program in which it participated, nor its responsibility to provide requested data for the periods in which it participated. All current and past Members shall be responsible for their respective share of the expenses, as determined by the Authority, until all claims, or other unpaid liabilities covering the period of the Member's participation in the Program, have been finally resolved and a determination of the final amount of payments due by, or credit to, the Member for the period of its participation has been made by the Board. Past Members shall receive any distribution of surplus based on the same methodology as current Members. The withdrawal or expulsion of any Member from any Program shall not require the repayment or return to that Member of all or any part of any contributions, payments, advances, or distributions except in conformance with the provisions as set forth herein and in the Master Program Document.
- K. The Treasurer may deposit and invest Authority funds, subject to the same requirements and restrictions that apply to deposit and investment of the general funds of a city incorporated in the State of California and in accordance with the Investment Policy adopted annually by the Board.
- L. The accounting method for each Program will be in accordance with the provisions of the Master Program Document and the principles established by the Government Accounting Standards Board.

**ARTICLE XV.
WITHDRAWAL, DEFAULTS AND EXPULSION FROM THE AUTHORITY**

- A. Withdrawal from a Program
1. Any Member which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.
 2. All Members must participate in at least one of the following two Programs: Workers' Compensation and Liability. If withdrawal from a Program would result in the Member no longer participating in either of these two Programs, then such withdrawal shall constitute withdrawal as a party to the Joint Powers Agreement, subject to the Member's continuing obligations outlined in this Agreement and any other relevant governing documents. Withdrawal from the Authority pursuant to this Section A requires one year's notice of intent to withdraw as described in Section B below.
- B. Withdrawal from the Authority
1. A withdrawing Member must notify CIRA of its intention to withdraw at least one year prior to the end of the fiscal year in which the Member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion.
 2. Withdrawing Members shall forfeit any remaining equity. In addition to foregoing equity, withdrawing members shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing

expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. The withdrawing member will be invoiced its portion of the administrative fee for each of the three years, as outlined in the Master Program Document.

3. Following withdrawal, any Member which was a participant in any Program shall be responsible for its share of any additional amount of contribution, determined by the Board in accordance with the retrospective contribution adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the withdrawn Member's period of participation. Any such additional contribution shall be taken first from the Member's forfeited equity, if any, and if such equity is insufficient the withdrawn Member shall be responsible to pay the difference.
4. A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than six (6) months' notice shall be final.

C. The following shall be "defaults" under the Agreement and these Bylaws:

1. Failure by a Member to observe and/or perform any covenant, condition, or agreement under the Governing Documents, including but not limited to risk management or loss reporting procedures;
2. Consistent failure to attend meetings by a Member's designated representative or alternate, submit requested documents, or cooperate in the fulfillment of the Program objectives;
3. Failure to pay any amounts, including penalties and interest, due to the Authority for more than thirty (30) days;
4. Consistent inability to sustain the financial and insurance criteria that was reviewed and considered upon application for membership. For example, excessive losses, financial distress of member, handling of legal matters, corrective actions and other areas as determined by the Board;
5. The filing of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or
6. Any condition of the Member which the Board believes jeopardizes the financial viability of the Authority.

C. Remedies on Default

1. Whenever any default has occurred, the Authority may exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws including, but not limited to increasing a Member's retention, penalty, or assessment,

canceling a Member's coverage, or expelling the Member. However, no remedy shall be sought for defaults until the Member has been given thirty (30) days' notice of default by the Authority.

2. Probation of a Member from a Program and/or Authority:
 - a. If deemed appropriate by the Authority a member may be put on probation for a defined period of time to remedy any stated failures or matters noted in this Article.
 - b. Notice of such probation shall be in writing and signed by both parties.
 - c. The probation remedies and timelines shall be stated clearly in the notice of probation so that the Authority's actions at the end of the probation period are understood by both parties.
 3. Expulsion of a Member from the Authority:
 - a. The Board, with at least a two-thirds vote, may expel any Member that is in default from the Authority.
 - b. Such expulsion shall be effective on the date prescribed by the Board, but not earlier than thirty days after notice of expulsion has been personally served or sent by certified mail to the Member.
 - c. The expulsion of any Member from any Program, after the effective date of such Program, shall not terminate its responsibility to contribute its share of contributions, or funds, to any fund Program in which it participated, nor its responsibility to provide requested data for the period(s) in which it participated.
- D. Cancellation by the Authority of Coverage under a Program:
1. Upon the occurrence of any default, the Board may temporarily cancel all rights of the defaulting Member in any Program in which such Member is in default until such time as the condition causing default is corrected.
 2. Upon the occurrence of any default, the Board, with at least a two-thirds (2/3) vote, may cancel permanently all rights of the defaulting Member in any Program in which such Member is in default.
- E. No remedy contained herein is intended to be exclusive. No delay or failure to exercise any right or power accruing upon any default, shall impair any such right or shall be construed to be a waiver thereof.
- F. In the event any provision in any of the Governing Documents is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

- G. Except as stated in this Article or elsewhere in the Governing Documents, neither withdrawal nor expulsion shall extinguish the rights and obligations of the parties incurred prior to such withdrawal or expulsion.

**ARTICLE XVII.
LEGAL REPRESENTATION**

- A. Legal counsel may be retained by the Board to advise on matters relating to the operation of the Authority and interpretation of the Governing Documents, including but not limited to the Memoranda of Coverage. In matters in which the parties' interests are adverse or potentially adverse, counsel for the Board shall only represent the Board and shall not represent any individual Member without the informed written consent of both parties.
- B. The Authority shall have the right to pay such legal counsel reasonable compensation for said services.

**ARTICLE XVIII.
EXECUTION OF CONTRACTS**

- A. The Board or Executive Committee may authorize any officer or officers, or any agent or agents, to enter into any contract or execute any instrument in the name, and on behalf, of the Authority and such authorization may be general or confined to specific instances.
- B. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Authority by any contract or to pledge its credit or to render it liable for any purpose or to any amount.

**ARTICLE XXIV.
EXPENSE REIMBURSEMENT AND INSURANCE**

- A. The Authority shall reimburse any Director who does not otherwise receive compensation for actual expenses incurred, for reasonable out of pocket expenses of the Director in the performance of his/her duty on behalf of the Authority.
- B. The Authority shall obtain insurance or provide other coverage (which may include self-insurance) indemnifying the directors, officers, and employees for personal liabilities arising out of wrongful acts in the discharge of their duties to the Authority.

**ARTICLE XIX.
NOTICES**

- A. Any notice to be given to any Member, in connection with these Bylaws, must be in writing (which may include facsimile or email) and will be deemed to have been given when deposited in the mail to the address specified by the Member to receive such notice. Any notice delivered by facsimile will be deemed to have been given when the facsimile transmission is complete. Any notice delivered by email will be deemed to have been given when the message is successfully

sent. Any Member may, at any time, change the address to which such notice will be given by giving five (5) days written notice to the Authority.

- B. Any notice to or claim against the Authority shall be mailed or delivered to the mailing address of the Authority.

**ARTICLE XX.
EFFECTIVE DATE, AMENDMENTS, AND SUPREMACY**

- A. These Bylaws shall be effective immediately upon the date of adoption.
- B. Any amendments to these Bylaws shall be effective upon adoption, unless the Board in adopting them specifies otherwise, and shall supersede and cancel any prior Bylaws and/or amendments thereto.
- C. These Bylaws shall not be amended until at least 30 days after notice of the proposed amendment has been given to each Member.
- D. The adoption or amendment of these Bylaws shall not affect the Agreement or any amendments thereto. Any provision in these Bylaws which is inconsistent with the Agreement shall be superseded by the Agreement but only to the extent of the inconsistency.

**ARTICLE XXI.
POWER OF DESIGNATED PARTY**

- A. Pursuant to Government Code section 6509, the Authority is subject to the restrictions upon the manner of exercising the power of the City of Rancho Cucamonga. In the event that the City of Rancho Cucamonga ceases to be a member of the Authority, the Authority's power shall be subject to the restrictions applicable to the City of Sebastopol.

RESOLUTION NO. 2023 - 02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CONSOLIDATED
FIRE AGENCIES ("CONFIRE")**

**ADOPTION OF PARTICIPATION IN SAN BERNARDINO COUNTY
EMPLOYEES' RETIREMENT ASSOCIATION ("SBCERA")**

WHEREAS, the Consolidated Fire Agencies ("CONFIRE") is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code; and

WHEREAS, CONFIRE was created on September 21, 1990, located in San Bernardino County, California, established to provide communication, dispatch, computer information systems support, and geographic information systems to CONFIRE members and contract agencies; and

WHEREAS, as of the date of this Resolution CONFIRE is governed by a Third Amended and Restated Joint Powers Agreement, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, CONFIRE, as of the date of this Agreement consists of the following JPA MEMBER AGENCIES:

- Apple Valley Fire Protection District
- Chino Valley Independent Fire District
- City of Colton
- City of Loma Linda
- Rancho Cucamonga Fire District
- City of Redlands
- City of Rialto
- San Bernardino County Fire District
- City of Victorville; and

WHEREAS, SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION ("SBCERA") is a public retirement system created and existing pursuant to the provisions of the County Employees' Retirement Law of 1937, Government Code sections 31450, et seq (CERL); and

WHEREAS, CONFIRE is a "district" as defined by Government Code section 31468, and is therefore eligible to participate in SBCERA pursuant to CERL; and

WHEREAS, SBCERA administers retirement and survivor benefits, and serves approximately 45,000 member and beneficiaries, and 16 participating employers; and

WHEREAS, CONFIRE wishes to provide to its employees the retirement benefits administered by SBCERA they previously received when being reported to SBCERA through the

SAN BERNARDINO COUNTY's reporting of contributions prior to the effective date of this Resolution; and

WHEREAS, CONFIRE is authorized by the CERL, Government Code section 31557 to have its employees become members of SBCERA, including membership with SBCERA for those employees who were reported to SBCERA through San Bernardino County's reporting of contributions; and

WHEREAS, the governing body of CONFIRE, pursuant to Government Code Section 31557, shall adopt, by more than a two-thirds vote, this Resolution for inclusion of CONFIRE and its employees in SBCERA, effective upon the consent of the SBCERA Board of Retirement.

WHEREAS, Section 15 of the Third Amended and Restated Joint Powers Agreement provides that the retirement liabilities of CONFIRE shall be liabilities and/or obligations of the Parties as set forth in AB 1912.

NOW, THEREFORE, BE IT RESOLVED that the governing Board of CONFIRE finds that it is the best interest of CONFIRE and its employees that CONFIRE join San Bernardino County Employees' Retirement Association as an SBCERA Participating Employer and hereby approves CONFIRE Joint Powers Authority joining SBCERA.

BE IT FURTHER RESOLVED that employees of CONFIRE shall be members of SBCERA, classified as General member for purposes of retirement benefits, and the governing Board of CONFIRE hereby approves providing continued retirement benefits to its employees through SBCERA.

BE IT FURTHER RESOLVED that each MEMBER AGENCY, existing and future, mutually agrees that each MEMBER AGENCY shall be jointly and severably liable for the entire retirement obligation and liability to SBCERA as set forth in Section 15 of the Third Amended and Restated Joint Powers Agreement for CONFIRE .

BE IT FURTHER RESOLVED that as required by Government Code section 31454.7, under all circumstances CONFIRE shall remain liable to SBCERA for its respective share of any unfunded liability of the systems, as determined by SBCERA.

BE IT FURTHER RESOLVED that the governing Board of CONFIRE authorizes its Director to take any action necessary to implement the intent of this Resolution, including working with SBCERA to draft an Agreement for CONFIRE reflecting the terms of its participation in SBCERA.

BE IT FURTHER RESOLVED that the Director of CONFIRE is requested to forward a certified copy of this Resolution to the Board of Retirement of the San Bernardino County Employees' Retirement Association asking for its consent to CONFIRE joining the Association.

EFFECTIVE DATE: This Resolution shall take effect immediately.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 20 ____.

ATTEST:

Dr. Lynne Kennedy, Board President

Nathan Cooke, Secretary of the Board

JOINT POWERS AGREEMENT
(Third Amended and Restated)

This Joint Powers Agreement (“Agreement”) is by and between the public entities listed in **Exhibit A** (individually, a “Party,” and collectively, the “Parties”).

This Agreement is made and entered into **as of March 23, 2021** (“Effective Date”).

RECITALS

1. **Prior Agreements.** As authorized by Section 6500 of the Government Code, the Parties previously entered into a joint powers agreement relating to the operation of the Consolidated Fire Agencies (the “Existing Agreement”). The joint powers agreement was:
 - a. Effective on September 21, 1990; and
 - b. Amended on September 3, 2013 and September 17, 2013, and amended again on September 10, 2019.
2. **Desire to Amend.** The Parties desire to amend the Existing Agreement.

AGREEMENT

1. **Amendment and Restatement.** This Third Amended and Restated Agreement shall, on the Effective Date, supersede and replace the Existing Agreement.
2. **Agency Established.**
 - a. Pursuant to Section 6500 et seq. of the Government Code, the legislative body of each Party hereby authorizes, by entry into this Agreement, the joint exercise of powers common to the Parties to further the Purpose, defined below.
 - b. This joint exercise of powers shall be conducted by an agency or entity that is separate from the Parties to the Agreement and responsible for the administration of the Agreement.
 - c. The name of that agency or entity created by this Agreement is:

Consolidated Fire Agencies (“CONFIRE”).
3. **Purpose and Method.**
 - a. The purpose of CONFIRE and this Agreement is, for the benefit of those persons served by the Parties and those persons served by other agencies who contract with CONFIRE for services, to engage in any lawful act or activity that arises out of or relates to the operation of a regional public safety communication system and cooperative program of fire protection, rescue and emergency medical services system (the “Purpose”).

- b. By way of illustration and not by limitation, the Purpose includes:
- (1) the provision of hardware, software, services, and other items necessary and appropriate for the establishment, operation, and maintenance of a regional public safety communications system; and
 - (2) a cooperative program for dispatch of fire and emergency medical services and related functions for the mutual benefit of the members of CONFIRE; and
 - (3) the provision of such services on a contract basis to other governmental agencies and private entities; and
 - (4) the provision of a forum for discussion, study, development and implementation of recommendations of mutual interest regarding public safety, communications, operations and related matters within Parties and contracting agencies.
- c. The method by which the Purpose will be accomplished is any lawful act that arises out of or relates to the Purpose.

4. **Powers of CONFIRE.** CONFIRE shall have:

- a. All of the powers common to the Parties necessary or appropriate to the Purpose except the power of eminent domain (“Powers”).
- b. The Powers include, by way of illustration and not by limitation, the following:
 - (1) To sue and be sued;
 - (2) To acquire, hold, dispose of, convey and encumber the property, real and personal, and to create a leasehold interest in the property for the benefit of the Parties;
 - (3) To appoint and employ necessary employees, to define their qualifications and duties, and to provide a pay schedule for performance of their duties;
 - (4) To employ counsel;
 - (5) To enter into and perform all necessary contracts;
 - (6) To adopt a seal and alter it at its pleasure;
 - (7) To issue revenue bonds pursuant to Government Code section 6540, et seq.; and

- (8) To apply for, receive and disburse grants, loans, or other funds from any private or public entity.

5. **Restriction on Manner of Exercise of Powers of CONFIRE.** The Powers of CONFIRE, such as the powers of CONFIRE relating to bidding, contracting, and procurement, are subject to the restrictions upon the manner of exercising the Powers of the “Restriction Designee” designated below:

- a. By default, San Bernardino County Fire Protection District is the Restriction Designee.
- b. Should San Bernardino County Fire Protection District withdraw or otherwise cease to be a Party to this Agreement, the Restriction Designee shall be Rancho Cucamonga Fire Protection District.
- c. Should both San Bernardino County Fire Protection District and Rancho Cucamonga Fire Protection District withdraw or otherwise cease to be a Party to this Agreement, the Restriction Designee shall be Chino Valley Fire District.
- d. Should San Bernardino County Fire Protection District, Rancho Cucamonga Fire Protection District, and Chino Valley Fire District, withdraw or otherwise cease to be a Party to this Agreement, the Restriction Designee shall be the remaining Party that is first in alphabetical order.

6. **Governance.** CONFIRE shall be governed by a Board of Directors and an Administrative Committee.

a. **Board of Directors.**

- (1) CONFIRE shall have a “Board of Directors,” which is hereby established and governed by the Brown Act.
- (2) The Board of Directors shall consist of one elected official appointed by the legislative body of each Party.
- (3) The legislative body of each Party shall designate in writing to CONFIRE its primary and alternate elected official to serve on the Board of Directors.
- (4) The Board of Directors is responsible for:
 - (a) the appointment of a treasurer;
 - (b) the appointment of an auditor;
 - (c) providing recommendations to the governing bodies of the Parties regarding the addition of new parties to this Agreement; and
 - (d) approval of the annual budget and assessment schedule of CONFIRE.

- (5) The Board of Directors may establish rules governing its own conduct and procedure, including Board Bylaws and Policies that are consistent with this Agreement
- (6) A quorum for the transaction of all business by the Board of Directors shall exist when a simple-majority (50.1%) of the members are present. (or is lawfully present via teleconference).
- (7) No one serving on the Board of Directors shall receive any salary or compensation from CONFIRE.
- (8) At its annual organizational meeting, the Board of Directors shall:
 - (a) select one (1) of its Directors to serve as Chairperson of the Board of Directors and one Director to serve as the Vice Chairperson of the Board until the next annual meeting; and
 - (b) establish a regular meeting schedule for the coming year. Unless waived by the Board of Directors, the Board of Directors shall schedule at least two (2) regular meetings per year.

b. Administrative Committee. The purpose of the Administrative Committee is to meet regularly with the CONFIRE Director (and his/her staff) to provide advice, direction and consent on matters related to operations and administration.

- (1) CONFIRE shall have an “Administrative Committee,” which is hereby established and governed by the Brown Act
- (2) The Administrative Committee shall consist of the Fire Chief of each Party.
- (3) The legislative body of each Party shall designate in writing to CONFIRE its primary, and one (1) alternate individual, to serve on the Administrative Committee.
- (4) At its annual organizational meeting, the Administrative Committee shall:
 - (a) select one (1) of its Chiefs to serve as Chairperson of the Administrative Committee and one Chief to serve as the Vice Chairperson of the Administrative Committee until the next annual meeting; and
 - (b) establish a regular meeting schedule for the coming year.
- (5) The Administrative Committee is responsible for all matters relating to the conduct of CONFIRE as delegated by the Board of Directors.

- (6) The Administrative Committee may establish rules governing its own conduct and procedure.
- (7) A quorum for the transaction of all business by the Administrative Committee shall exist when two-thirds of the members are present (or is lawfully present via teleconference).
- (8) No one serving on the Administrative Committee shall receive any salary or compensation from CONFIRE.
- (9) Policies. The Administrative Committee may establish policies to govern the affairs of CONFIRE that are consistent with this Agreement and applicable law.
- (10) Subsidiary Committees.
 - (a) The Administrative Committee may establish subsidiary committees as it deems fit to:
 - (i) Exercise authority lawfully delegated by the Administrative Committee
 - (ii) Provide advisory recommendations to the Board of Directors or the Administrative Committee.
- (11) Except for those powers expressly reserved to the Board of Directors under this Agreement, the Administrative Committee has all express or implied powers which are consistent with applicable law and this Agreement.

c. Voting.

- (1) Board of Directors
 - (a) Each member of the Board of Directors shall cast one vote.
 - (b) A vote may only be cast by that Party's director (primary or alternate) who is physically present (or is lawfully present via teleconference).
- (2) Administrative Committee
 - (a) A member of the Administrative Committee, shall cast weighted votes set annually, effective July 1 based upon the dispatch incidents in the preceding Calendar Year as follows:
 - (i) A Party that had at least 50% of the dispatch incidents in the preceding Calendar Year, four (4) votes.

- (ii) A Party that had between 15% and 49.9% of the dispatch incidents in the preceding Calendar Year, two (2) votes.
- (iii) All other Parties, one (1) vote.

All transactions of business shall require a majority of eligible votes which may be different than the number of Parties.

Example: Based on eight agencies, if an agency has 50% of the dispatch incidents, they are entitled to four votes, and the remaining agencies are entitled to one vote, the number of eligible votes would be a total of eleven. In this case six votes would be required for a majority.

- (iv) In the event that all agencies are not represented (i.e. full quorum), no two agencies shall be able to authorize the transaction of business on behalf of CONFIRE. If two agencies represent a majority of eligible votes and are the only two agencies voting to authorize action, the Board of Directors shall convene a meeting to consider the proposed action.
- (b) A vote (weighted vote) may only be cast by that Party's Administrative Committee representative (primary or alternate) who is physically present (or is lawfully present via teleconference).
- (c) If a merger of a member agency takes place with another member or contract agency that party shall cast weighted vote/votes according to the criteria noted in Section 6.C.2 above.
- (d) Should the number of Parties decline due to withdrawal, involuntary termination, merger etc. the percentages noted in Section 6.C.2 shall be revisited so that no two members becomes a super majority.

d. Vacancies.

A vacancy shall immediately occur in the office of any director of the Board of Directors, or member of the Administrative Committee, upon the resignation or death of such person holding such office, or upon his/her ceasing to be an officer or employee of the Party that appointed him or her.

7. Fiscal Contributions.

a. Dispatch and Dispatch-Related Services.

- (1) Each Party shall pay its pro-rata share of all capital, operating, and related costs of CONFIRE that benefit all Parties (Universal Service).

- (2) Pro-rata share shall be calculated in the following manner:

All dispatched incidents originating in a Party's respective jurisdiction over the immediately preceding one (1) calendar year

divided by

All dispatched incidents dispatched by CONFIRE over the immediately preceding one (1) calendar year.

- b. Additional Services.** A Party or Parties shall pay for any additional services that are received or requested by the Party or Parties if those additional services (seat-based) are not also deemed by the Administrative Committee as a Universal Service, of general benefit to CONFIRE and made available to all Parties. Additional services shall be provided by CONFIRE at rates to be determined by the Administrative Committee.
- c. Other Costs and Expenses.** The Parties recognize that, from time-to-time, CONFIRE may incur costs and expenses which are not directly related to the provision of services to Parties. In addition to the payments specified in Sections 7.a and 7.b above, each Party shall pay its pro-rata share of such costs and expenses upon approval by the Administrative Committee.
- d. Ongoing Financial Obligations.** Each Party is responsible for its pro-rata share of any obligation which was incurred at a time when that entity was a Party. This shall include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt related to the above described Services, Costs and Expenses.
- (1) Pro-rata share shall be in the same proportion as that entity's pro-rata share determined pursuant to Section 7.a.2 of the Agreement.
- (2) The pro-rata obligation of each Party is immediately binding on the Party at the time the obligation is incurred.
- e. Billing.**
- (1) CONFIRE shall bill each Party for its Fiscal Contributions quarterly, unless a request is made and approved for bi-annual billing. The Parties shall pay the bill within sixty (60) days of receipt.
- (2) Any Party whose bill has not been paid within sixty (60) days may be deemed by CONFIRE to be in default and required to pay interest on the unpaid balance, not to exceed one (1) percent per month ("Defaulting Party").
- (3) CONFIRE has the power, at its option, to take the following action against a Defaulting Party:

- (i) commence an action in its own name against the Defaulting Party to recover the amount of the obligation due to CONFIRE hereunder; or
- (ii) suspend the voting rights of the Defaulting Party until all Fiscal Contributions have been paid; or
- (iii) involuntarily terminate the Defaulting Party as set forth in Paragraph 12, below.

8. Accountability and Audits. CONFIRE shall be strictly accountable for all funds and shall report all receipts and disbursements, as required by Government Code section 6505.

- a. Pursuant to Section 6505.6 of the Government Code, the Board of Directors may designate a CONFIRE employee as treasurer and auditor of CONFIRE as set forth in Section 6505.5.
- b. The CONFIRE treasurer and auditor shall perform the duties set forth in Section 6505 of the Government Code.
- c. The CONFIRE treasurer and auditor shall cause an independent audit of CONFIRE to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Government Code.

9. Indemnification.

- a. To the furthest extent permitted by law, each Party, including CONFIRE, hereby agrees to defend, indemnify, and hold CONFIRE and the other Parties, and their respective officials, officers, agents, employees, and volunteers free and harmless from any and all liability or claims for personal injury, death, and property damage to the extent that it may arise from the indemnifying party's breach of this Agreement or negligent or otherwise tortious acts or omissions.
- b. CONFIRE and each Party shall procure and maintain their own general liability, auto, professional, and worker's compensation policies with limits set out in **Exhibit B**, as amended from time to time by the Board of Directors, attached hereto and incorporated herein by reference. To the extent that CONFIRE or any Party does not have an employee, workers compensation coverage shall not be required. CONFIRE and each Party may satisfy the insurance requirement set forth herein with an adequate self-insurance program or participation in a public agency insurance pool.

10. Force Majeure. Neither CONFIRE nor any of the Parties shall be held responsible or liable to any other Party or CONFIRE for any loss, damage or delay caused by accidents, strikes, lockouts, fire, flood, act of civil or military authority or by insurrection or riot or by any other cause which is beyond its control.

11. Withdrawal. Any Party may withdraw as a party to this Agreement as follows:

- a. Notice of Intent to Withdraw shall be given not less than eighteen (18) months prior to the proposed date that the withdrawal shall take effect.
 - (1) Notice of Intent to Withdraw shall be in writing and addressed to the Chairperson of the Board of Directors of CONFIRE at its primary address (currently 1743 Miro Way, Rialto CA 92376).
 - (2) Notice of Intent to Withdraw must be accompanied by a proof of service that notice was sent by certified mail with return receipt requested. Notice shall be considered given on the date of service.
- b. June 30 (11:59 p.m.), annually, shall be the only month and day on which a withdrawal shall take effect.
- c. No withdrawing Party shall be entitled to any payment for its interests or assets in CONFIRE upon withdrawal.
- d. Notwithstanding Paragraph 11.a., no Party may withdraw until they have:
 - (1) Either, paid in full their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party. This shall include, by way of illustration and not limitation: long-term debt, pension obligations and multi-fiscal-year debt.
 - (2) Or, executed a contract with CONFIRE to pay for all outstanding debts and obligations that were incurred while they were a Party.

12. Involuntary Termination.

- a. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement upon a no less than a two-thirds vote of the Board of Directors, excluding the vote of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination shall be provided. The written notice of proposed termination shall identify the specific provisions of this Agreement that the Party has allegedly violated and provide notice of the right to provide a written response within ten (10) business days, either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to CONFIRE within which the Party subject to termination will diligently prosecute the same to completion.
- b. In the event that the Party subject to possible termination is unable to provide satisfactory evidence of their compliance with the Agreement or ability to cure the default, the Party subject to possible termination shall have the right to respond to the reasons for the proposed termination at the Board of Directors meeting prior to any vote regarding termination. Any vote for termination by the Board of Directors shall

be at least forty (40) business days after delivery of the written notice identified in Paragraph 12(a), above.

- c. Any Party that is involuntarily terminated in accordance with Paragraph 12(a), above, shall remain responsible for their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party. This shall include, by way of illustration and not limitation: long-term debt, pension obligations and multi-fiscal-year debt.

13. **Enforcement.**

CONFIRE is hereby given authority to enforce this Agreement. If suit is necessary to enforce any of the provisions of this Agreement, CONFIRE and the Parties shall pay their own reasonable attorney fees, regardless of who is the prevailing party.

14. **Dissolution.**

- a. This Agreement may be dissolved and terminated, in its entirety, by a Board of Directors' vote to terminate that is not less than ninety percent (90%) of the total number of votes of the then-remaining Parties.
- b. No assets may be distributed (divided or returned) until all outstanding debts and obligations have been resolved. Resolved means that each Party has:
 - (1) Either paid their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party; or
 - (2) Executed a contract with CONFIRE to pay for all outstanding debts and obligations that were incurred while they were a Party.
 - (3) All assets of CONFIRE will be distributed in proportion to the contributions of the Parties during the fiscal year of dissolution.

15. **Debts.**

- a. To the furthest extent permitted by law, the debts, liabilities and obligations of CONFIRE shall not be the debts, liabilities, and/or obligations of the Parties.
- b. Notwithstanding Paragraph 15.a, with respect to the retirement liabilities of CONFIRE:
 - (1) The debts, liabilities and obligations of CONFIRE shall be the debts, liabilities, and/or obligations of the Parties.
 - (2) Pursuant to Section 6508.2 of the Government Code, the Parties agree to apportion CONFIRE's retirement obligations among themselves as follows:

- (a) Each Party is responsible for its pro-rata share of any retirement obligations of CONFIRE which were incurred at a time when that entity was a Party (“Retirement Obligation”).
- (b) Pro-rata share shall be in the same proportion as that entity’s pro-rata share determined pursuant to Section 7.a.2 of the Agreement.
- (c) The pro-rata obligation of each Party is immediately binding on the Party at the time the obligation is incurred.
- (d) In the event that one Party is forced to pay the Retirement Obligation of another Party by virtue of joint and several liability with respect to retirement liabilities of joint powers authorities under A.B. 1912 (2018), affecting Sections 6508.1, 6508.2, 20574.1, 20575, and 20577.5 of the Government Code effective January 1, 2019:
 - i. The Party that failed to pay its Retirement Obligation (“Defaulting Party”) shall indemnify the Party that paid the Defaulting Party’s Retirement Obligation 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 (each a “Claim”) to the extent that the Claim arises out of, pertains to, or relates to the Defaulting Party’s failure to pay its Retirement Obligation (collectively, the Defaulting Party Indemnity”).
 - ii. Each Party hereby irrevocably waives sovereign immunity with respect to any assets it may have or later acquire to the extent necessary for another Party to recover under the Defaulting Party Indemnity.
 - iii. To the extent that a Defaulting Party is unable to satisfy its obligations under the Defaulting Party Indemnity by virtue of its insolvency (“Defaulting Party Insolvency”), the Retirement Obligation of each Party other than the Defaulting Party shall be increased in the amount of its pro-rata share of the Defaulting Party Insolvency in the same proportion as that entity’s pro-rata share determined pursuant to Section 7.a.2 of the Agreement.
 - iv. CONFIRE Assets, if applicable shall be utilized first to satisfy retirement obligations of a Defaulting Party before the remaining parties are obligated pay their pro-rata shares.

16. Provisions Required by Law Deemed Inserted.

- a. This Agreement is subject to all provisions of the Constitution and laws of California and the United States which: (1) govern, control, or affect CONFIRE and/or the Parties; or (2) the property, funds, operations, or powers of CONFIRE and/or the Parties.
- b. Such provisions are by this reference made a part of this Agreement.
- c. Any provision required by law to be included in this Agreement shall be deemed to be inserted; and, had that provision been included in the most recent former joint powers agreement of CONFIRE, then such provision shall be deemed inserted in the form set forth in the most recent former joint powers agreement of CONFIRE.

17. Amendment.

- a. This Agreement may be amended as follows:
 - (1) The Board of Directors adopts a Resolution recommending the amendment which will be presented to the governing body of each Party for ratification.
 - (2) The Amendment shall be effective when the required Resolution Recommending Amendment has been ratified by the governing bodies of all Parties. .

IN WITNESS WHEREOF, the undersigned public agencies have set their signature on the respective dates set forth below.

This document may be signed in duplicate originals or counterparts.

ATTEST:

APPLE VALLEY FIRE PROTECTION DISTRICT
A Fire Protection District

Date: 04/06/2021

Date: 04/06/2021

Danelle Fletcher
Name: Danelle Fletcher
Title: Secretary I

By: James Peratt
Name: JAMES PERATT
Title: FIRE CHIEF

ATTEST:

CHINO VALLEY FIRE DISTRICT
A Fire Protection District

Date:

Date:

Sandra Wodarck.
Name: Sandra A Wodarck
Title: Admin Secy.

By: [Signature]
Name: TIM SHACKELFORD
Title: FIRE CHIEF

ATTEST:

CITY OF COLTON
A Municipal Corporation

Date: 3/31/21

Date: 3/31/21

[Signature]
Name: Down Miller
Title: Executive Assistant

By: [Signature]
Name: William R. Smith
Title: City Manager

ATTEST:

CITY OF LOMA LINDA
A Municipal Corporation

Date: 03/29/2021

Date: 03/29/2021

[Signature]
Name: Barbara Nicholson
Title: City Clerk


By: [Signature]
Name: Phill Dupper
Title: Mayor

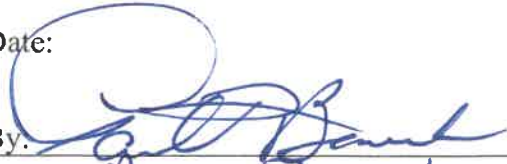
ATTEST:

CITY OF REDLANDS
A Municipal Corporation

Date: 3/25/21

Date:


Name: JEANNE DONALDSON
Title: CITY CLERK



By: Paul T. Barich
Name: PAUL T. BARICH
Title: MAYOR


ATTEST:

CITY OF RIALTO
A Municipal Corporation

Date: 3/22/21

Date: 3/22/21


Name: Pat Villanueva
Title: Executive Assistant



By: Brian Paek
Name: BRIAN PAEK
Title: INTERIM FIRE CHIEF


ATTEST:

CITY OF VICTORVILLE
A Municipal Corporation

Date:

Date:


Name: Tony Camargo
Title: Administrative Analyst



By: Keith C. Metzler
Name: KEITH C. METZLER
Title: City Manager


ATTEST:

RANCHO CUCOMONGA FIRE
PROTECTION DISTRICT
A Fire Protection District

Date: April 7, 2021

Date: April 7, 2021


Name: Linda A. Trojan, MMC
Title: City Clerk Serv. Director



By: L. Dennis Michael
Name: L. Dennis Michael
Title: Board President

ATTEST:

SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT
A Fire Protection District

Date: 3-29-21

Date: 3-29-21


Name: Aurora Hernandez
Title: Executive Assistant


By: 
Name: Dan Munsey
Title: Fire Chief / Fire Warden

EXHIBIT A
TO
JOINT POWERS AGREEMENT
(Third Amended and Restated)

The Parties to the Agreement are:

- **Apple Valley Fire Protection District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“Apple Valley FPD”); and
- **Chino Valley Fire District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“Chino Valley FPD”); and
- **City of Colton**, a general law city duly formed and existing under Art. XI, section 7 of the California Constitution (“Colton”);
- **City of Loma Linda**, a charter city duly formed and existing under Art. XI, section 5 and section 7 of the California Constitution (“Loma Linda”);
- **City of Redlands**, a general law city duly formed and existing under Art. XI, section 7 of the California Constitution (“Redlands”);
- **City of Rialto**, a general law city duly formed and existing under Art. XI, section 7 of the California Constitution (“Rialto”);
- **City of Victorville**, City of Victorville, a municipal corporation duly authorized and existing under Government Code Section 34000 et seq. (“Victorville”);
- **Rancho Cucamonga Fire Protection District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“Rancho Cucamonga FPD”); and
- **San Bernardino County Fire Protection District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“San Bernardino County FPD”).

EXHIBIT B
TO
JOINT POWERS AGREEMENT
(Third Amended and Restated)

INSURANCE SPECIFICATIONS

1. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollar (\$250,000) limits, covering all persons, including volunteers, providing services on behalf of Party and all risks to such persons under this Agreement.

2. Commercial/General Liability Insurance

Party shall carry General Liability Insurance covering all operations performed by or on behalf of Party providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

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

3. Automobile Liability Insurance

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

If Party is transporting one or more non-employee passengers in performance of services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

4. Umbrella Liability Insurance

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

5. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information,

intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, breach response cost, and regulatory fines and penalties.

RESOLUTION NO. 2023-03

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CONSOLIDATED FIRE AGENCIES (“CONFIRE”)

ADOPTION OF ANNUAL BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024

WHEREAS, the Consolidated Fire Agencies (“CONFIRE”) is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code; and

WHEREAS, there has been presented to the Board of Directors a proposed Annual Budget for the Fiscal Year Ending June 30, 2024 (“2024 Budget”); and

WHEREAS, on March 28, 2023, the CONFIRE Administrative Committee reviewed the preliminary 2024 Budget at public meetings and recommended that the CONFIRE Director prepare the 2024 Budget for the Board of Directors to consider at its May 30, 2023 meeting; and

WHEREAS, the proposed 2024 Budget has been reviewed and considered by the Board of Directors and it has been determined to be in the best interests of CONFIRE to adopt said budget for the sound financial operation of CONFIRE.

BE IT HEREBY RESOLVED by the Board of Directors of the Consolidated Fire Agencies as follows:

1. The 2024 Budget, as detailed in the budget document entitled “CONFIRE JPA Budget Book, Fiscal Year 2023-2024,” is hereby adopted. A copy of the 2024 Budget is attached hereto as Exhibit A, and incorporated herein by reference.
2. The expenditure amounts designated for the Fiscal Year 2023-2024, pursuant to the 2024 Budget, are hereby appropriated and may be expended by the CONFIRE Administrative Committee in the manner for which they are designated.
3. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.
4. If any section, subsection, sentence, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.
5. This Resolution will be effective immediately upon adoption.

6. The Director of CONFIRE is hereby authorized to take any action necessary to implement the intent of this Resolution.

THIS RESOLUTION was passed and adopted by the Board of Directors at a regular meeting held on the 30th day of May 2023, by the following roll call vote:

AYES:
NOES:
ABSENT:

Signed and approved by me after its passage.

Attest:

Nathan Cooke
Interim Director, CONFIRE

Lynne Kennedy
Chairperson, Board of Directors

**EXHIBIT A
TO
RESOLUTION NO. 2023-03**

(CONFIRE JPA Budget Book, Fiscal Year 2023-24)

Always There, Always Ready, Always Proud



CONFIRE

Budget Book

Fiscal Year 2023-2024



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Consolidated Fire Agencies (CONFIRE) fiscal year 2022/23 brought with it tribulation, triumph, and transition. In April 2022, Director Andres took an unexpected extended leave of absence to care for his son Luke, who experienced a life threatening and life altering medical condition. The CONFIRE family rallied by praying for Luke and the entire Andres family and as a result, we were able to see several miracles in and through Luke's journey. We continue to lift Luke and the Andres family up in prayer as they continue to navigate this new season of life.

Former Director Mike Bell stepped in from May until October when the CONFIRE Administrative Committee selected Deputy Chief Nathan Cooke to serve as the Interim Director, in Art Andres absence. We would like to thank the Chino Valley Fire District for their support by allowing Chief Cooke to be detailed out to CONFIRE, during this season.

CONFIRE's adopted budget represents an operationally balanced budget of approximately \$14.8 million. The Adopted Budget for Fiscal Year 2023/24 provides an overview with detailed information of each division and current programs. The approved budget continues to focus on CONFIRE goals outlined in the Strategic Management Plan to support our mission, vision, and values while providing the highest level of service to the communities we proudly serve.

Major accomplishment in 2023 include:

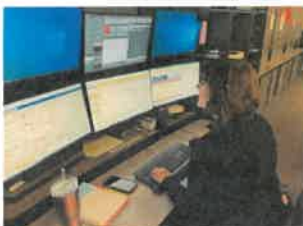
- Submitted Proposal to County of San Bernardino RFP for Ambulance Transportation Services
- One Day Hiring Event
- XBO ECC Chief
- Continuation and Evaluation of the Emergency Communications Nurse System System (ECNS)
- Installation of Rapid SOS Location Accuracy System
- CAD to CAD integration with Riverside County Fire (CAL Fire)
- Relocated MIS Division to Rialto Station 204



Ambulance RFP Response

Under the direction and guidance of the Administrative Committee CONFIRE staff and participating agencies spent the better part of the past year assembling a comprehensive response to San Bernardino County's Request for Proposal for ALS Ambulance Transportation Services. This response was submitted in April. The County has indicated they will initiate contractual negotiations with the successful bidder in June.

Emergency Communications Nurse System (ECNS)



The Emergency Communications Nurse System (ECNS) continued to make positive impacts on those non-urgent 9-1-1 calls in addition to providing a high level of customer satisfaction. The ECNS program redirects certain 9-1-1 callers, with non-emergency conditions, to more appropriate and alternative sources of care. ECNS has become the concierge service for low acuity calls for



service, where a 9-1-1 response is not needed. CONFIRE has secured the services of Chino Valley Nurse Educator Leslie Parham on a temporary basis to help strengthen the program and bring full-time nurses on staff. We have been collecting data to show the value of the program and strongly believe this will become



a standard within every community in the future. Innovation and early adopters often face challenges but CONFIRE has remained focused on improving the services we provide while maintaining the core functions of the ECNS program. CONFIRE continues to fund the program primarily through the \$2.1 million of American Rescue Fund Act dollars it was awarded in 2021. These funds expire at the end of 2024. Sustainable funding will need to be procured to maintain and grow the program into the future. A full business plan is being put in place to ensure the long-term success of the program.

One-Day Hiring Event

Staffing continues to challenge CONFIRE and other public safety communications centers. Working in conjunction with the San Bernardino County Human Resources Department, CONFIRE staff participated in a one-day hiring event in October 2022 that resulted in many more applicants than usual being considered for vacant positions. Eventually 14 people were hired from this event and began their training in January.



Regional Computer Aided Dispatch (CAD) to Computer Aided Dispatch (CAD) Program

CONFIRE is the lead agency for the Inland Empire Public Safety Operations Platform (IE PSOP). This innovative program is connecting several emergency communications centers together through technology that allows disparate Computer Aided Dispatch (CAD) systems to automatically send critical incident information in a bi-directional manner. This reduces the number of phone calls that must be made and answered at each center when neighboring jurisdictions are requesting information or resources for

Inland Empire Public Safety Operations Platform (IE PSOP)



emergencies. This effort is in its fourth year and has six centers currently online: CONFIRE, San Manuel Department of Public Safety, Chino Police Department, Riverside County Fire (CAL FIRE), Murrieta Fire and American Medical Response (AMR) San Bernardino. Several agencies are in the process of integrating their CAD systems into the IE PSOP hub, including CAL FIRE San Bernardino, AMR - Riverside and Ontario Fire Department. Others considering the program include Riverside Fire, Hemet Fire, Corona PD, CHP, San Bernardino County and Riverside County Sheriff's Departments.



Call Volume

CONFIRE processed 248,378 separate emergency incidents in 2022 which is an increase of 5,135 from 2021. CONFIRE processes approximately 1,072 actual phone calls per day which resulted in, on average, 760 emergency incidents per 24-hour period. The center was severely impacted during the winter weather events averaging over 1000 incidents a day for several weeks. CONFIRE staff were deployed in the field to assist in managing the additional call volume the rain and snow brought to the region.

Congressional Visit

Congresswoman Norma Torres (D-CA 35th District) paid a visit to CONFIRE in April during National Public Safety Telecommunicators Week. Congresswoman Torres served as a public safety telecommunicator in Los Angeles County before becoming an elected official. She spent time listening to calls and expressing her appreciation to the CONFIRE team.

Fiscal Year 2024 Budget Highlights

The agencies served by CONFIRE provide the funding required to maintain the high level of service expected of CONFIRE. Costs allocated to each agency are separated by the “universal” or “seat-based” distribution model. Universal are the costs for CONFIRE with all agencies paying. Universal currently makes up 82.1% of the total expenditure budget. Seat-based costs are the direct cost of the agency which comprise the remaining balance of 17.9%. When analyzing operational cost, the median cost per call assessed to the agencies is \$46.53. The increases in the budget are mostly due to the XBO Chief position, a well-deserved equity adjustment for the Communications staff and additional insurance costs. This cost per call remains among the lowest of comparable agencies in the region.



The budget for Fiscal Year 2024 was developed with an understanding that we are a growing entity which takes into consideration the agencies need for expanded emergency service capability while also facing financial challenges due to inflation and other factors. Some administrative costs had an increase due to the updated agreement with San Bernardino County for human resources and other services. The increases in these costs are for Human Resources, Information Services, Payroll System Services, General Liability and Workman’s Compensation Insurance, Auditing Costs, and other Professional Services.



| Agency | Call Volume | Call % | Universal Cost per Agency | Less: Ambulance Revenue | Total Universal Cost | Seat-Based per Agency | Total |
|------------------------------------|----------------|----------------|---------------------------|-------------------------|----------------------|----------------------------------|----------------------|
| Apple Valley Fire Protection Dist. | 12,946 | 5.21% | 611,537 | (9,121) | 602,415 | 103,365 | 705,780 |
| Big Bear Fire Department | 3,846 | 1.55% | 181,676 | (2,710) | 178,966 | 135,546 | 314,512 |
| Chino Valley Fire Dist. | 13,584 | 5.47% | 641,674 | (9,571) | 632,103 | 143,000 | 775,103 |
| Colton Fire Dept. | 7,694 | 3.10% | 363,446 | (5,421) | 358,025 | 228,427 | 586,452 |
| Loma Linda Fire Dept. | 4,392 | 1.77% | 207,467 | (3,094) | 204,373 | 140,534 | 344,907 |
| Montclair Fire Dept. | 4,703 | 1.89% | 222,158 | (3,314) | 218,844 | 35,171 | 254,015 |
| Rancho Cucamonga Fire Dist. | 17,988 | 7.24% | 849,709 | (12,674) | 837,035 | 150,201 | 987,236 |
| Redlands Fire Dept. | 11,301 | 4.55% | 533,830 | (7,962) | 525,868 | 289,498 | 815,366 |
| Rialto Fire Dept. | 11,711 | 4.71% | 553,199 | (8,251) | 544,948 | 334,025 | 878,973 |
| Running Springs Fire | 559 | 0.23% | 26,406 | (394) | 26,012 | 39,287 | 65,300 |
| San Bernardino County Fire Dist. | 132,549 | 53.37% | 6,261,286 | (93,390) | 6,167,896 | 746,474 | 6,914,369 |
| San Manuel Fire | 1,755 | 0.71% | 82,901 | (1,237) | 81,665 | 25,227 | 106,892 |
| Victorville Fire Dist. | 24,282 | 9.78% | 1,147,021 | (17,108) | 1,129,913 | 151,083 | 1,280,996 |
| Baker Ambulance | 815 | 0.33% | 38,498 | (574) | 37,924 | - | 37,924 |
| County Road Dept. | 253 | 0.10% | 11,951 | (178) | 11,772 | - | 11,772 |
| AMR | | | - | - | - | 4,154 | 4,154 |
| Total | 248,378 | 100.00% | \$ 11,732,759 | \$ (175,000) | \$ 11,557,759 | \$ 2,525,992 | \$ 14,083,751 |
| | | | | | | Expenditure Cost per Call | \$ 46.53 |

We have faced many mountains over the last fiscal year, not just with the prolonged COVID pandemic, but with split centers, staffing challenges, retirements, injuries/ illness and major fires and weather-related incidents, but we remain steadfast in our commitment to overcome obstacles while providing the highest level of service.

I am pleased to present to the CONFIRE Board of Directors a balanced budget for Fiscal Year 2024. This budget anticipates the needs of the various public safety organizations we serve ensuring that by working together we provide the highest level of care to the residents, businesses, and visitors in our community. The 82 full and part-time employees of CONFIRE stand in full partnership with the approximately 1,500 first responders represented by the 14 agencies that comprise CONFIRE.

CONFIRE is much more than a dispatch center. It is a federation of first responders closely allied in their efforts to serve their communities, region, and one another in delivering a wide array of professional, world-class emergency services to everyone and anyone who calls for help. Together we are **'always there, always ready and always proud'**.

Respectfully,

Nathan Cooke
Interim Director, CONFIRE JPA





MISSION

CONFIRE provides regional Fire, Rescue and Emergency Medical Services communications, resource coordination and technology services to enable allied agencies to meet the safety and welfare needs of those we serve.

VISION

To be recognized as an exceptional Regional Emergency Communications and Public Safety Information Technology and Services provider for public and private Fire, Rescue and Emergency Medical Service agencies.

VALUES

PEOPLE: Dignity and Respect

SERVICE EXCELLENCE: All the Time, Every Time

TEAMWORK: Strength Through Collaboration

INTEGRITY: Honest, Accountable and Transparent

EFFECTIVENESS: Time, Cost and Quality

INNOVATION: Future Ready

SERVICE MOTTO

Always There, Always Ready, Always Proud

PILLARS OF SERVICE

**Emergency Communications
Emergency Medical Services
Public Safety Information Technology and Services**

CONFIRE JPA History

The CONFIRE Communications Centers (CONFIRE) are housed in two locations: one in the City of Rialto at 1743 Miro Way (Valley) and the other at the High Desert Government Center (Desert) at 15900 Smoke Tree Street, Hesperia, CA.

CONFIRE began operations in 1973, as Comm Center, with a centralized dispatch office to serve the newly established Central Valley Fire District. In 1974, a cooperative agreement was reached between the Central Valley Fire District and the San Bernardino County Communications Department for the fire dispatchers to staff the vacant dispatch center located in the basement of the County Library at 4th St. and Sierra Way in downtown San Bernardino. Comm Center began dispatching for other San Bernardino County fire agencies during this time, including, Redlands, Rialto, Colton and Loma Linda.

In 1987, Comm Center moved the facility to 1771 W. Miro Way, Rialto. This facility was located directly across the street from the Sheriff's Aviation Division Headquarters. It was configured into a co-dispatch center housing the Sheriff and Fire/EMS Communications. Situated on the same property (approximately one-acre), are the County Emergency Operations Center (EOC) and the 800/900MHz Radio Command and Control Center.

In August of 1990, the Comm Center dispatched agencies united into a formalized "Joint Powers Authority", with the San Bernardino County Fire Agency, Rialto, Loma Linda, Colton and Redlands Fire Departments as its original members. The agencies agreed to "federate together in a cooperative agency for the joint and mutual operation of a centralized public safety communication agency and a cooperative program of fire protection and related functions." Named the Consolidated Fire Agencies of the East Valley – the "CONFIRE" Joint Powers Authority would provide hardware, software, services and other items necessary and appropriate to establish the operation and maintain a joint central public safety communications center. In addition, CONFIRE JPA intended to provide dispatching services on a contracted basis to other agencies. The human resources administrative and support service functions for CONFIRE JPA's employees were handled by San Bernardino County Fire Department consisting of personnel administration, facility site usage, payroll, and related functions.

In 2004 construction was completed at the Rialto site on a building where CONFIRE still operates. In 2014, the satellite or 'back-up center was opened in Hesperia. In May 2020, the Desert Communications Center became fully operational to allow the agency to provide staff a safe workplace required by the CDC guidelines due to CoVID pandemic. The Desert Center allowed expansion for dispatch staff, along with assignment of a full-time Chief Officer to support the San Bernardino County Fire operations. Both facilities have undergone many technology and program improvements and operate with state of the art equipment.

The current member agencies of the CONFIRE JPA are:

- Apple Valley Fire Protection District
- Chino Valley Independent Fire District
- Colton Fire Department
- Loma Linda Fire Department
- Rancho Cucamonga Fire District
- Redlands Fire Department
- Rialto Fire Department
- San Bernardino County Fire District
- Victorville Fire Department

In addition, the agencies that currently contract for services with the CONFIRE JPA are:

- Baker Ambulance Inc.
- Big Bear Fire Authority
- Montclair Fire Department
- Running Springs Fire Department
- San Manuel Band of Mission Indians Fire Department

CONFIRE Operations

CONFIRE is comprised of four divisions: Communications, Management Information Services (MIS), Administration/Support, and the newly created Emergency Medical Services (EMS) Division.

The Communications Division operates 24 hours per day, 365 days per year. This team answers all 9-1-1 and 10-digit emergency fire and medical calls in addition to non-emergency (Admin) calls. Using an nationally recognized call-taking protocol for medical emergencies, calls are prioritized and dispatched to responding agencies while call-takers provide emergency instructions over the phone to callers. Dispatchers coordinate the movement of emergency resources throughout the region to ensure coverage is maintained and incident commanders receive the resources required to mitigate the emergency. Personnel training and certifications are also managed by this division.

CONFIRE also acts as the administrative agency for a joint effort between fire, law and EMS agencies in San Bernardino and Riverside Counties that links their computer-aided dispatch systems (CAD) electronically so resource requests and information sharing can be done rapidly with minimal delays. The Inland Empire Public Safety Operations Platform (IE PSOP) continues to expand its CAD-to-CAD capacity as new agencies join the system.

The Management Information Services (MIS) Division ensures all critical technology systems needed by the communications staff to operate effectively are up to date and maintained. The Division also supports all CONFIRE administrative functions, as well as providing full information services to three of the member agencies. The Division also supports mobile and remote technology enabling response vehicles and crew members to operate in the field. The MIS staff relocated to Rialto Fire Station 204 this past year in order to provide a better and safer work environment for the team.

The Administrative and Fiscal Division manages all fiscal, human resource, facility and vehicle maintenance matters. The Administrative staff handles all board related agendas and minutes for the Board of Directors and Administrative Committee in compliance with the Brown Act. Makes sure to follow up with all human resources and risk management issues for both centers. The Fiscal staff makes sure procurement policy is utilized to better serve the employees and agency. Monthly budget to actual spending reports are given to the Administrative Committee and division mangers to keep them informed. Quarterly billings are completed and reconciled to the cash reports to make sure the funds are available for the operations of two centers along with our fleet and agencies. Grant and State reporting are completed throughout the year with the year-end Financial Audit and Budget to make sure CONFIRE JPA stays fiscally transparent and solid.

The CONFIRE JPA was created to provide efficient and effective services to communities served by members and contract agencies. CONFIRE continues to evolve and enhance services. A dedicated emergency medical services division recently created will allow for greater flexibility to embrace cooperative

programs for dispatch of emergency medical services and related functions for the mutual benefit of the members of CONFIRE. CONFIRE's public safety communications system and cooperative programs may enhance aspects of the pre-hospital care system from centralized dispatch model through transportation.

CONFIRE JPA Governance

Board of Directors

The nine-member Board of Directors is composed of one designated elected representative from each member agency. The Board of Directors is responsible for adopting the CONFIRE budget, for establishing assessments, and for establishing overall fiscal policy. Secondly, the Board establishes overall policy direction for CONFIRE and its operation. Lastly, the Board assures the well-being and interests of each of the agencies or entities are maintained.

Administrative Committee

The Administrative Committee reports to the Board of Directors and is composed of the Fire Chief or designated representative of the Fire Department of each member agency. The Administrative Committee conducts the operation of CONFIRE, directs the preparation of the CONFIRE budget and presents it to the Board of Directors, has the power to expend funds and control all expenditures, has the responsibility to report budget and financial transactions, hires the Executive Director and establishes and maintains contracts as they relate to the operation of CONFIRE.



CON FIRE

Item 11.

Board of Directors



Dan Leary-Apple Valley
Fire Protection District
Board Director



John DeMonaco—Chino Valley
Fire Independent Fire District
Board Member



John Echevarria
City of Colton
Council Member



Phill Dupper, Vice Chair
City of Loma Linda
Mayor



Lynne Kennedy - Chair
Rancho Cucamonga Fire District
Mayor Pro Tem



Denise Davis
City of Redlands
Council Member



Andy Carrizales
City of Rialto
Mayor Pro Tem



Joe Baca, Jr.
San Bernardino County Fire District
Board of Supervisor



Elizabeth Becerra
City of Victorville
Council Member



ADMINISTRATIVE CHIEFS COMMITTEE



Chief James "Buddy"
Peratt



Chief Dave Williams
Chino Valley Independ-



Chief Tim McHargue
Colton Fire Department



Chief Dan Harker
Loma Linda Fire Department
Chairperson



Chief Mike McCliman
Rancho Cucamonga Fire
District



Chief Rich Sessler
Redlands Fire Department
Vice-Chairperson



Chief Brian Park
Rialto Fire Department



Chief Bertral Washington
San Bernardino County Fire
District



Interim Chief
David Foster
City of Victorville

CONFIRE DIVISIONS

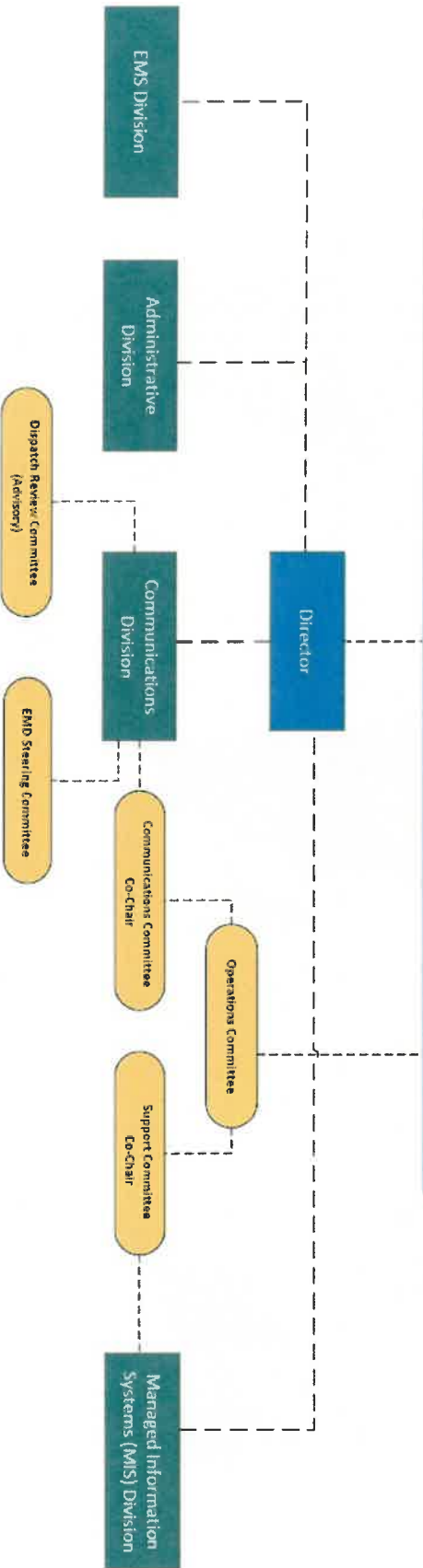


Board of Directors – Chair
(Representative from Member Agencies)

- Apple Valley Fire District
- Chino Valley Fire District
- Loma Linda Fire Department
- City of Colton Fire
- Redlands Fire Department
- Rancho Cucamonga Fire District
- City of Rialto Fire Department
- San Bernardino County Fire District
- Victorville Fire Department

Administrative Committee – Chair
(Voting Representative from)

- Apple Valley Fire District
- Chino Valley Fire District
- Loma Linda Fire Department
- City of Colton Fire
- Redlands Fire Department
- Rancho Cucamonga Fire District
- City of Rialto Fire Department
- San Bernardino County Fire District
- Victorville Fire Department



CONFIRE, JPA BUDGET SUMMARY

CONFIRE has six separate Funds accounted through the San Bernardino County Treasurer's system (ATC) along with the accounting system SAP. This section represents a summary of the entire CONFIRE budget as developed for each of its six funds (described further below). The FY 2023-24 CONFIRE proposed budget is balanced in all six funds. This summary, the expenditure and revenue information make up the substance of the proposed CONFIRE budget under consideration by the Board of Directors.

FUND DESCRIPTIONS

Fund 5008 Operations Fund

The normal operational costs for CONFIRE are accounted for in the Operations Fund. The current year's budget has increased by 10% due mostly in part to the following: Increased salaries and benefits according to the parity study and adopted Memorandum of Understanding (MOU). Contract for an Emergency Command Center Chief (XBO-ECC Chief) until a position can be created and approved. Business Manager reclassification to Chief Financial Officer. Increased costs of wireline (network) connections. General Liability Insurance increased in line with CONFIRE'S assets increasing. Worker's Compensation insurance increase with new provider (no longer under County). Increased HR and County-based admin fees due to the updated agreement for such services between CONFIRE and San Bernardino County.

Fund 5009 Equipment Reserve Fund

The Equipment Reserve Fund supports the Management Information Services (MIS) Division by setting aside funds each year to replace equipment based on a service life schedule. There are two components of this fund:

Universal: Supports CONFIRE specific equipment and infrastructure by spreading this cost amongst all agencies based on the standard cost sharing method (call volume based).

Seat-based: Supports individual agencies by funding replacement equipment specific to those agencies. These are not shared costs.

Fund 5010 General Reserve Fund

The General Reserve Fund has several purposes. It is a planned funding source utilized to provide emergency or contingency funding for CONFIRE Operations (5008) if the need arises due to lack of payment, catastrophe, or other unforeseen fiscal circumstances. CONFIRE Board policy is to maintain a minimum of 25% of the Operating Budget (5008) in reserves for emergency purposes. The fund also acts as a capital reserve for planned

and/or one-time purchases with appropriate budget approval. Within this fund is a Capital Improvement Program (CIP) component intended to offset projected large, planned projects such as new or upgraded facilities and/or technology projects such as CAD upgrades or network infrastructure upgrades.

Finally, the General Reserve Fund acts as the repository and expense account for some grant funds received by CONFIRE. Presently this includes:

American Rescue Plan Act (ARPA). Used for COVID response efforts including the Emergency Communications Nurse System (ECNS). CONFIRE expects to hire several contract nurses to staff this program in the coming year. These funds expire at the end of 2024.

Fund 5011 Term Benefit Reserve Fund

The Term Benefit Reserve Fund was initially established to cover the liability of CONFIRE employees accumulated leave accruals. Current Board policy is to fully fund this liability annually. In 2018 the Board directed CONFIRE to begin setting aside funds when available to address other potential unfunded liabilities such as pension benefits. New member fees and a premium assessed to contract agencies provide additional funding to this reserve.

IN FY 23-24 Fund 5011 will be receiving Apple Valley’s 5th and final buy-in installment payment of \$78,596 and Victorville’s 3rd out of 5 yearly buy-in installment payment of \$114,505. These payments help CONFIRE support the budgetary need for cash outs of Administrative Leave and retirement cash outs that may occur during any fiscal year.

The FY 23-24 5011 budget will propose a new set aside of \$75,000 to cover the self-insured retention (SIR) requirement of our new worker’s compensation program provided by the California Interagency Risk Authority (CIRA). It may also fund any continuing liability related to the existing or ‘tail’ claims remaining after the transition to the new provider.

Fund 5019 CAD to CAD Special Revenue Fund

The Board approved and established a Special Revenue Fund for CONFIRE to budget revenues and expenses specific to the Inland Empire Public Safety Operations Platform (IE PSOP CAD-to-CAD System). CONFIRE acts as the system administration for this regional program.

- Urban Areas Security Initiative (UASI) 2022 \$300,000
- Homeland Security Grant Program (HSGP) \$ 88,431

Fund 5019 CAD to CAD Special Revenue Fund (continued)

The grant UASI grant funds cover initial licensing, system configuration and first year maintenance/subscription fees. The Homeland Security Grant funds cloud hosting fees. These grant funds are not guaranteed each year and thus cannot counted on-going system maintenance. The IE PSOP operates under a Memorandum of Understanding (MOU) among the member agencies that requires each agency to enter into an agreement with CONFIRE to reimburse CONFIRE for the agency portion of the annual maintenance and/or subscription fee required. This includes a fee to offset CONFIRE's costs to administer the program.

Fund 5020 Emergency Medical Services Enterprise Fund

The EMS Division has been established and is governed through CONFIRE's Administrative Committee Policy 6.002 "EMS Division Subsidiary Committee". The EMS Division Committee is the governing body over EMS operations. This Committee reports to the CONFIRE Administration Committee and the CONFIRE Board of Director's. This fund was established to separate the EMS Division's earned revenue and expenses incurred with net income to be appropriate for the capital maintenance, public policy, management control and accountability for Emergency Medical Service Division.

CONFIRE
FUND BALANCE SUMMARY
Fund 5008 - Operating

| | <u>2021-22</u> <u>Actual</u> | <u>2022-23</u> <u>Budget</u> | <u>2022-23</u> <u>Revised</u> | <u>2023-24</u> <u>Budget</u> |
|--|---------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Total Revenue | 11,486,272 | 12,828,561 | 12,248,438 | 14,258,770 |
| Transfers In | | | | |
| Budgeted Reserves | | | | |
| Total Resources (Revenue, Transfers In, and Reserves) | 11,486,272 | 12,828,561 | 12,248,438 | 14,258,770 |
| Total Expenditures | 9,996,947 | 12,828,561 | 12,248,438 | 14,258,770 |
| Transfers Out | 1,071,813 | | | |
| Total Expenditures & Transfers Out | 11,069,144 | 12,828,561 | 12,248,438 | 14,258,770 |
| Difference Total Revenue and Expenditures and Transfers Out | \$ 417,128 | \$ - | \$ - 580,123 | \$ - |
| FUND BALANCE | | | | |
| July 1st Beginning Balance | \$ 2,278,609 | \$ 2,695,737 | \$ 2,695,737 | \$ 1,390,237 |
| Residual Equity Transfer | | | (1,305,500) | |
| Budgeted Reserves | | | | |
| Reserves for Equity Adjustment 2025 | | | | (405,041) |
| Difference Total Resources & Expenditures and Transfers Out | 417,128 | - | | - |
| June 30th Ending Balance | \$ 2,695,737 | \$ 2,695,737 | \$ 1,390,237 * | \$ 985,196 ** |

* Per Board Policy 4.002, CONFIRE should have a 10% of total operating budget.

**This balance will be adjusted after year end closing in compliance to BP4.002

**CONFIRE
FUND BALANCE SUMMARY
Fund 5009 - Equipment Reserve**

| | <u>2021-22</u> <u>Actual</u> | <u>2022-23</u> <u>Budget</u> | <u>2022-23</u> <u>Revised</u> | <u>2023-24</u> <u>Budget</u> |
|--|---------------------------------|---------------------------------|----------------------------------|---------------------------------|
| <u>Total Revenue</u> | 623,923 | 614,279 | 614,279 | 583,124 |
| Transfers In | | | | |
| Budgeted CONFIRE Reserves | | | | 621,000 |
| Total Resources (Revenue, Transfers In, and Reserves) | <u>623,923</u> | <u>614,279</u> | <u>614,279</u> | <u>1,204,124</u> |
| <u>Total Expenditures</u> | 492,885 | 614,279 | 664,279 | 1,204,124 |
| Transfers Out | | | | |
| Total Expenditures & Transfers Out | <u>492,885</u> | <u>614,279</u> | <u>664,279</u> | <u>1,204,124</u> |
| Difference Total Revenue and Expenditures and Transfers Out | <u>\$ 131,039</u> | <u>\$ -</u> | <u>\$ (50,000)</u> | <u>\$ -</u> |
| <u>FUND BALANCE</u> | | | | |
| July 1st Beginning Balance | \$ 2,104,323 | \$ 2,235,362 | \$ 2,235,362 | \$ 2,235,362 |
| Residual Equity Transfer | | | | |
| Budgeted Reserves | | | 50,000 | (50,000) |
| Difference Total Resources & Expenditures and Transfers Out | <u>131,039</u> | <u>-</u> | <u>(50,000)</u> | |
| June 30th Ending Balance | <u>\$ 2,235,362</u> | <u>\$ 2,235,362</u> | <u>\$ 2,235,362</u> | <u>\$ 2,185,362</u> |

*

* FY2023 approval of purchase for a car out of CONFIRE reserves. Car will be delivered and carry forward to FY2024.

CONFIRE
FUND BALANCE SUMMARY
Fund 5010 - General Reserve

| | <u>2021-22</u> | <u>2022-23</u> | <u>2022-23</u> | <u>2023-24</u> |
|--|---------------------|---------------------|---------------------|---------------------|
| | <u>Actual</u> | <u>Budget</u> | <u>Revised</u> | <u>Budget</u> |
| <u>Total Revenue</u> | 1,395 | 1,519,687 | 1,914,235 | 1,615,346 |
| Transfers In | 825,663 | | 1,058,311 | |
| Budgeted Reserves | | | | 71,200 |
| Total Resources (Revenue, Transfers In, and Reserves) | <u>827,058</u> | <u>1,519,687</u> | <u>2,972,546</u> | <u>1,686,546</u> |
| <u>Total Expenditures</u> | 1,012,790 | 1,519,687 | 3,057,210 | 1,686,546 |
| Transfers Out | | | | |
| Total Expenditures & Transfers Out | <u>1,012,790</u> | <u>1,519,687</u> | <u>3,057,210</u> | <u>1,686,546</u> |
| Difference Total Revenue and Expenditures and Transfers Out | <u>\$ (185,732)</u> | <u>\$ -</u> | <u>\$ (84,664)</u> | <u>\$ -</u> |
| <u>FUND BALANCE</u> | 6,337,375.56 | | | |
| July 1st Beginning Balance | \$ 6,337,376 | \$ 6,151,644 | \$ 6,151,644 | \$ 6,872,480 |
| Residual Equity Transfer | | | 805,500 | |
| Budgeted Reserves | | | | |
| Difference Total Resources & Expenditures and Transfers Out | <u>(185,732)</u> | <u>-</u> | <u>(84,664)</u> | <u>-</u> |
| June 30th Ending Balance | <u>\$ 6,151,644</u> | <u>\$ 6,151,644</u> | <u>\$ 6,872,480</u> | <u>\$ 6,872,480</u> |

CONFIRE
FUND BALANCE SUMMARY
Fund 5011 - Term Benefit Reserve

| | <u>2021-22</u> <u>Actual</u> | <u>2022-23</u> <u>Budget</u> | <u>2022-23</u> <u>Revised</u> | <u>2023-24</u> <u>Budget</u> |
|--|---------------------------------|---------------------------------|----------------------------------|---------------------------------|
| Total Revenue | \$ 197,970 | \$ 225,177 | \$ 225,177 | \$ 228,522 |
| Transfers In | 71,813 | | | |
| Budgeted Reserves | | | | |
| Total Resources (Revenue, Transfers In, and Reserves) | <u>269,783</u> | <u>225,177</u> | <u>225,177</u> | <u>228,522</u> |
| Total Expenditures | | 225,177 | 225,177 | 228,522 |
| Transfers Out / Contribution from Fund Balance | | | | |
| Total Expenditures & Transfers Out | <u>-</u> | <u>225,177</u> | <u>225,177</u> | <u>228,522</u> |
| Difference Total Revenue and Expenditures and Transfers Out | <u>\$ 269,783</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> |
| FUND BALANCE | | | | |
| July 1st Beginning Balance | \$ 1,340,998 | \$ 1,610,781 | \$ 1,610,781 | \$ 1,610,781 |
| Residual Equity Transfer | 269,783 | | | |
| Budgeted Reserves | | | | |
| Reserved for Work's Comp Retention (New) | | | * | (75,000) |
| Reserved for Work's Comp Retention (Old) | | | | (350,000) |
| Difference Total Resources & Expenditures and Transfers Out | | - | | - |
| June 30th Ending Balance | <u>\$ 1,610,781</u> | <u>\$ 1,610,781</u> | <u>\$ 1,610,781</u> | <u>\$ 1,185,781</u> |

**Planned reserve for future possible Work's Compensation Liability Claims.*

CONFIRE
FUND BALANCE SUMMARY
Fund 5019 - CAD to CAD Fund

| | <u>2021-22</u> | <u>2022-23</u> | <u>2022-23</u> | <u>2023-24</u> |
|--|-------------------|-------------------|-------------------|-------------------|
| | <u>Actual</u> | <u>Budget</u> | <u>Revised</u> | <u>Budget</u> |
| <u>Total Revenue</u> | 515,361 | 879,213 | 879,213 | 623,283 |
| Transfers In | 825,663 | | | |
| Budgeted Reserves | | | | |
| Total Resources (Revenue, Transfers In, and Reserves) | <u>1,341,024</u> | <u>879,213</u> | <u>879,213</u> | <u>623,283</u> |
| <u>Total Expenditures</u> | (436,821) | 879,213 | 879,213 | 623,283 |
| Transfers Out | | | | |
| Total Expenditures & Transfers Out | <u>(436,821)</u> | <u>879,213</u> | <u>879,213</u> | <u>623,283</u> |
| Difference Total Revenue and Expenditures and Transfers Out | <u>\$ 904,203</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> |
| <u>FUND BALANCE</u> | | | | |
| July 1st Beginning Balance | \$ - | \$ 904,203 | \$ 904,203 | \$ 404,203 |
| Residual Equity Transfer | | | (500,000) | |
| Budgeted Reserves | | | | |
| Difference Total Resources & Expenditures and Transfers Out | <u>904,203</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| June 30th Ending Balance | <u>\$ 904,203</u> | <u>\$ 904,203</u> | <u>\$ 404,203</u> | <u>\$ 404,203</u> |

CONFIRE
FUND BALANCE SUMMARY
Fund 5020 - Emergency Medical Service (EMS)

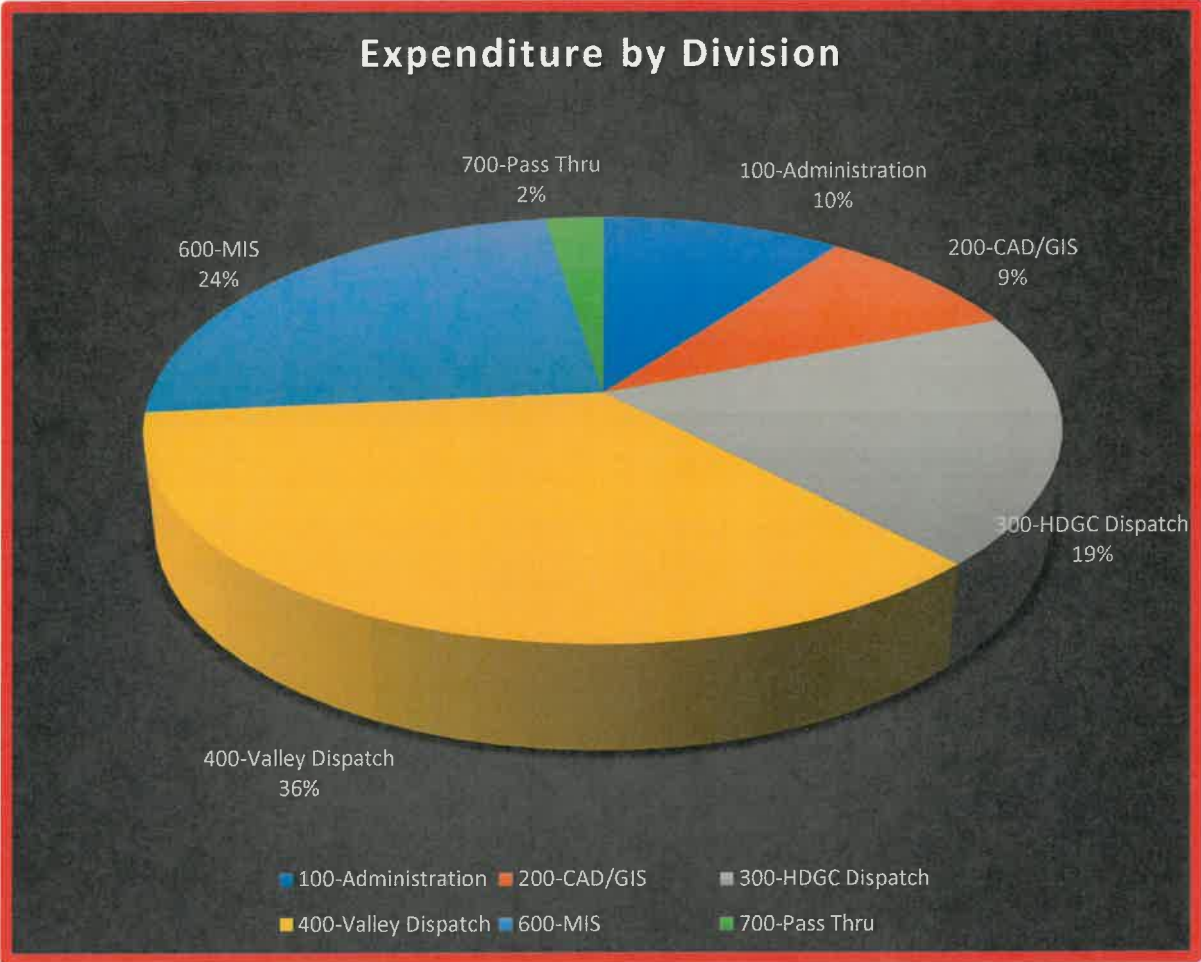
| | <u>2021-22</u> <u>Actual</u> | <u>2022-23</u> <u>Budget</u> | <u>2022-23</u> <u>Revised</u> | <u>2023-24</u> <u>Budget</u> |
|--|---------------------------------|---------------------------------|----------------------------------|---------------------------------|
| <u>Total Revenue</u> | | | 259 | |
| Transfers In | | | | |
| Budgeted Reserves | | | | 58,000 |
| Total Resources (Revenue, Transfers In, and Reserves) | - | - | 82,795 83,054 | 58,000 |
| <u>Total Expenditures</u> | - | | | 58,000 |
| Transfers Out | | | | |
| Total Expenditures & Transfers Out | - | - | - | 58,000 |
| Difference Total Revenue and Expenditures and Transfers Out | \$ - | \$ - | \$ 83,054 | \$ - |
| <u>FUND BALANCE</u> | | | | |
| July 1st Beginning Balance | \$ - | \$ - | \$ - | \$ 1,083,054 |
| Residual Equity Transfer | | | 1,000,000 | |
| Budgeted Reserves | | | | (58,000) |
| Difference Total Resources & Expenditures and Transfers Out | | | 83,054 | |
| June 30th Ending Balance | \$ - | \$ - | \$ 1,083,054 | \$ 1,025,054 |

Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883

**FUND 5008
 EXPENDITURE**

SUMMARY

| | 2021-22 | 2022-23 | 2022-23 | 2023-24 | % Change From 2022-23 |
|----------------------|----------------------|----------------------|----------------------|----------------------|--------------------------------|
| | Actual | Adopted | Revised | Proposed Budget | Adopted Budget |
| Salaries & Benefits | \$ 6,825,977 | \$ 8,879,728 | \$ 8,299,605 | \$ 9,474,780 | 6% |
| Services & Supplies | 3,620,675 | 3,738,969 | 3,738,969 | 4,450,710 | 16% |
| Travel Related | 22,740 | 70,000 | 70,000 | 95,000 | 26% |
| Other Reimbursements | 139,864 | 139,864 | 139,864 | 238,280 | 41% |
| TOTAL | \$ 10,609,256 | \$ 12,828,561 | \$ 12,248,438 | \$ 14,258,770 | 10% |



CONFIRE OPERATING EXPENDITURES PER FUND CENTER FISCAL YEAR 2023-2024

| Obj Code | Fund Center Item | Description | Admin - General (100-5008) | Mis Universal CADIGIS (200-5008) | Desert Dispatch (300-5008) | Valley Dispatch (400-5008) | MIS Universal (600-5008) | MIS Seat-Based (600-5008) | Pass Thru (700-5008) | Subtotals | TOTAL EXPENDITURE FUND 5008 | FY 22-23 TOTAL EXPENDITURE FUND 5008 | % of Diff |
|-----------|------------------|--|----------------------------|----------------------------------|----------------------------|----------------------------|--------------------------|---------------------------|----------------------|-----------|-----------------------------|--------------------------------------|-----------|
| 5100 1010 | | SALARIES AND BENEFITS | 865,868 | 396,738 | 2,445,909 | 4,375,505 | 872,972 | 517,788 | | 9,474,779 | \$9,474,779 | \$8,879,728 | 6% |
| 5200 2027 | | STAFF UNIFORMS | 1,400 | | | 18,000 | 2,380 | | | 21,780 | \$21,780 | \$14,400 | 34% |
| 5200 2031 | | PAYROLL SYSTEMS SERVICES (ISD/EMACS) | 1,185 | 328 | 3,656 | 5,726 | 2,070 | | | 12,966 | \$12,966 | \$12,966 | 0% |
| 5200 2033 | | WAN & VPN ISD CONTRACT | | | | | | | | | \$73,908 | \$146,815 | -99% |
| | | CONFIRE | | | | | | | | | | | |
| | | County Fire (BDC) | | | | | | 73,908 | | 73,908 | | | |
| 5200 2035 | | COMMUNICATIONS - Wireless Devices | | | | | 9,118 | 65,065 | | 74,183 | \$74,183 | \$209,249 | -182% |
| 5200 2036 | | COMMUNICATIONS - Wireline Connections | | | | | 147,076 | 142,205 | | 289,281 | \$289,281 | \$220,437 | 24% |
| 5200 2037 | | COMNET ISD Dial Tone-Phones Landlines (ISF) | 2,143 | | | 7,677 | 6,606 | | | 16,426 | \$16,426 | \$16,426 | 0% |
| 5200 2043 | | DATA SERVICES ISD Labor (ISF) | | | 1,000 | 1,500 | 3,000 | | | 5,500 | \$5,500 | \$4,500 | 18% |
| 5200 2062 | | 800 MHZ RADIO CHGS (ISF) | | | | | | | | | \$531,489 | \$513,448 | 3% |
| | | NSCSO - Radio and Paging (ISD) | | | | 18,500 | | | 337,200 | 355,700 | | | |
| | | NSCSC-Dispatch Console Access/Maint. | | | 103,875 | 71,914 | | | | 175,789 | | | |
| 5200 2070 | | FOOD Dispatch (Incident / Meeting Meals) | 2,000 | | | | | | | 2,000 | \$2,000 | \$2,000 | 0% |
| 5200 2075 | | MEMBERSHIPS | | | | | | | | | \$10,012 | \$7,476 | 25% |
| | | Active 911 | 130 | | | | | | | 130 | | | |
| | | AFSS | 70 | | | | | | | 70 | | | |
| | | APCO | 451 | | | | | | | 451 | | | |
| | | Cal Chiefs | 50 | | | | | | | 50 | | | |
| | | Center for Internet Security | | | | | 1,500 | | | 1,500 | | | |
| | | CFCA Comm Sect | 200 | | | | | | | 200 | | | |
| | | County Chiefs | 200 | | | | | | | 200 | | | |
| | | CSDA Annual Membership | 2,381 | | | | | | | 2,381 | | | |
| | | GFOA | 450 | | | | | | | 450 | | | |
| | | IAED * | 2,250 | | | | | | | 2,250 | | | |
| | | MISAC | | | | | 130 | | | 130 | | | |
| | | NENA (10 - Full, 60 partial) | 2,200 | | | | | | | 2,200 | | | |
| 5200 2110 | | FM REQUISITION CHARGES | 4,000 | | | | | | | 4,000 | \$4,000 | \$1,500 | 63% |
| 5200 2115 | | COMPUTER SOFTWARE | | | | | | | | | \$2,379,133 | \$1,891,258 | 21% |
| | | Applications - Universal | 69,589 | 821,468 | 19,743 | 35,243 | 273,258 | | | 1,219,301 | | | |
| | | Applications - Seat Based | | | | | | 1,159,832 | | 1,159,832 | | | |
| 5200 2116 | | COMPUTER HARDWARE (Misc Expenses) | | | | | | | | | \$15,250 | \$18,450 | -21% |
| | | Minolta (Fax - 2) | | | | 250 | | | | 250 | | | |
| | | Miscellaneous Hardware | | | | | 15,000 | | | 15,000 | | | |
| 5200 2120 | | SMALL TOOLS | 500 | | | | 5,000 | | | 5,500 | \$5,500 | \$1,000 | 82% |
| 5200 2130 | | NON INVENTORIAL EQUIP | | | | | | | | | \$7,000 | \$7,000 | 0% |
| | | Headsets | 500 | | 1,000 | 2,000 | | | | 3,500 | | | |
| | | Admin/MIS Office Chairs | 3,500 | | | | | | | 3,500 | | | |
| 5200 2180 | | UTILITIES | | | | | | | | | \$6,000 | \$4,500 | 25% |
| | | MIS Shared Space in RIA (utilities/rent) | | | | | 6,000 | | | 6,000 | | | |
| 5200 2220 | | OTHER GENERAL LIABILITY (ISF) | | | | | | | | | \$148,422 | \$49,092 | 67% |
| | | Alliant - Medical Director | 5,267 | | | | | | | 5,267 | | | |
| | | Alliant - SLIP | 23,124 | | | | | | | 23,124 | | | |
| | | Alliant - SPIP | 33,427 | | | | | | | 33,427 | | | |
| | | Worken's Comp Insurance (double amt per Mike) | 86,604 | | | | | | | 86,604 | | | |
| 5200 2305 | | GENERAL OFFICE EXPENSE | | | | | | | | | \$34,800 | \$26,900 | 23% |
| | | EMD Card Sets 32 x 200 | | | 3,400 | 3,400 | | | | 6,800 | | | |
| | | Cable / Satellite TV | | | | 2,400 | | | | 2,400 | | | |
| | | Employee Recognition / Outreach / Plaques | 3,300 | | | | | | | 3,300 | | | |
| | | Kitchen Supplies | 200 | | 200 | 200 | 200 | | | 800 | | | |
| | | Office Supplies | 4,000 | 2,000 | 1,500 | 3,500 | 1,000 | | | 12,000 | | | |
| | | Staples | 3,500 | 1,000 | 1,000 | 1,500 | 500 | | | 7,500 | | | |
| | | Water | 1,000 | | 500 | | 500 | | | 2,000 | | | |
| 5200 2310 | | POSTAGE | 1,000 | | | | | | | 1,000 | \$1,000 | \$1,500 | -50% |
| 5200 2323 | | COURIER & PRINTING (ISF) | | | | | | | | | \$1,750 | \$100 | 94% |
| | | Additional Print Requests (ie business cards; recruitment flyers, etc) | 500 | | | | | | | 500 | | | |
| | | 3 Month Calendar Orders | 200 | | | | | | | 200 | | | |
| | | Budget Book | 750 | | | | | | | 750 | | | |
| | | OSHA Poster | 300 | | | | | | | 300 | | | |
| 5200 2345 | | SUBSCRIPTIONS | | | | | | | | | \$3,040 | | 100% |
| | | American Registry for Internet Numbers (ARIN) | | | | | 250 | | | 250 | | | |
| | | Go Daddy | | | | | 200 | | | 200 | | | |
| | | National Domains / Network Solutions, LLC | | | | | 224 | | | 224 | | | |
| | | StormWind Studios | | | | | 1,990 | | | 1,990 | | | |
| | | US Domain Authority | | | | | 376 | | | 376 | | | |

| CONFIRE OPERATING EXPENDITURES PER FUND CENTER FISCAL YEAR 2023-2024 | | | | | | | | | | | | | |
|--|--|-------------|----------------------------|----------------------------------|----------------------------|----------------------------|--------------------------|---------------------------|----------------------|----------------------|-----------------------------|--------------------------------------|------------|
| Obj Code | Fund Center Item | Description | Admin - General (100-5008) | Mie Universal CAD/GIS (200-5008) | Desert Dispatch (300-5008) | Valley Dispatch (400-5008) | MIS Universal (800-5008) | MIS Seat-Based (600-5008) | Pass Thru (700-5008) | Subtotals | TOTAL EXPENDITURE FUND 5008 | FY 22-23 TOTAL EXPENDITURE FUND 5008 | % of Diff |
| 5200 2400 | PROF & SPECIALIZED SERVICES | | | | | | | | | | \$500 | \$500 | 0% |
| | DOJ | | 500 | | | | | | | 500 | | | |
| 5200 2405 | AUDITING | | | | | | | | | | \$20,700 | \$20,700 | 0% |
| | Annual Financial Audit | | 20,700 | | | | | | | 20,700 | | | |
| 5200 2415 | AUDITOR/CONTROLLER-RECORDER | | | | | | | | | | \$16,995 | \$16,995 | 0% |
| | Payables/Data Entry/EFT | | 16,995 | | | | | | | 16,995 | | | |
| 5200 2445 | OTHER PROF SERVICES | | | | | | | | | | \$477,081 | \$233,944 | 51% |
| | XBO-EC Chief (Contracted Service Seat Based) | | | | | 230,000 | | | | 230,000 | | | |
| | Trabone | | 10,000 | | | | | | | 10,000 | | | |
| | CCIC - Intrusion & Penetration Consulting | | 50,000 | | | | | | | 50,000 | | | |
| | EAP - Counseling Team | | 7,500 | | | | | | | 7,500 | | | |
| | EMD QA (Priority Dispatch) | | | | | 70,607 | | | | 70,607 | | | |
| | Enviro-Master System | | 6,370 | | 6,266 | | 3,952 | | | 16,588 | | | |
| | Fratus | | 50,000 | | | | | | | 50,000 | | | |
| | Medical Director | | 19,096 | | | | | | | 19,096 | | | |
| | Rialto Janitorial Maintenance | | | | | | 21,600 | | | 21,600 | | | |
| | Shred-It | | 1,690 | | | | | | | 1,690 | | | |
| 5200 2460 | GIMS CHARGES (ISD/GIS) AERIAL IMAGERY | | | 3,500 | | | | | | 3,500 | \$3,500 | \$3,500 | 0% |
| 5200 2540 | LEGAL SERVICES | | 40,000 | | | | | | | 40,000 | \$40,000 | \$40,000 | 0% |
| 5200 2840 | MEDICAL EXPENSES | | | | | | | | | | \$7,500 | \$7,000 | 7% |
| | CEHW | | 5,000 | | | | | | | 5,000 | | | |
| | Medical Supplies | | 1,000 | | 1,000 | | 500 | | | 2,500 | | | |
| 5200 2855 | GENERAL MAINT - EQUIPMENT | | 2,500 | | | | | | | 2,500 | \$2,500 | \$2,500 | 0% |
| 5200 2870 | GENERAL MAINT - STRUCTURE | | 6,500 | | | | | | | 6,500 | \$6,500 | \$1,500 | 77% |
| 5200 2895 | RENTS & LEASES - EQUIP | | | | | | | | | | \$49,750 | \$45,750 | 8% |
| | Trailer Lease | | | | | 11,250 | | | | 11,250 | | | |
| | Cort Furniture Rental | | | | | | 23,500 | | | 23,500 | | | |
| | Copy Machine Lease | | 5,000 | | 5,000 | | 5,000 | | | 15,000 | | | |
| 5200 2905 | RENTS & LEASE STRUCTURE | | | | | | | | | | \$142,013 | \$197,486 | -39% |
| | HDGC - Floor Space | | | | 85,078 | | | | | 86,078 | | | |
| | HDGC - Equipment Space | | | | 17,755 | | | | | 17,755 | | | |
| | Rialto - Floor Space | | | | | 1,000 | | | | 1,000 | | | |
| | Rialto - ISD Vault | | | | | | 37,181 | | | 37,181 | | | |
| 5200 2925 | FLEET MANAGEMENT (Motor Pool Assigned) | | 40,000 | | | | | | | 40,000 | \$40,232 | \$20,077 | 50% |
| | Fleet Fuel Infrastructure | | 232 | | | | | | | 232 | | | |
| 5294 2941 | CONF/TRNG/SEMINAR FEES | | 3,700 | 9,800 | | 8,200 | 17,000 | | | 38,700 | \$63,700 | \$38,700 | 39% |
| | Training for Health & Wellness | | 25,000 | | | | | | | 25,000 | | | |
| 5294 2942 | HOTEL | | 2,500 | 2,500 | | 2,500 | 5,000 | | | 12,500 | \$12,500 | \$12,500 | 0% |
| 5294 2943 | MEALS | | 1,000 | 500 | | 1,500 | 2,500 | | | 5,500 | \$5,500 | \$5,500 | 0% |
| 5294 2945 | AIR TRAVEL | | 2,500 | 2,000 | | 2,500 | 5,000 | | | 12,000 | \$12,000 | \$12,000 | 0% |
| 5294 2946 | OTHER TRAVEL | | 300 | 200 | | 300 | 500 | | | 1,300 | \$1,300 | \$1,300 | 0% |
| 5530 5030 | OPERATING TRANSFER OUT | | | | | | | | | | \$29,689 | \$22,125 | 25% |
| | CAD to CAD Annual Maintenance (5019) | | | 29,689 | | | | | | 29,689 | | | |
| 5540 5010 | SALARIES AND BENEFITS TRANSFER OUT | | | | | | | | | | \$208,591 | \$117,739 | 44% |
| | Reimburse Cnty Fire for Payroll/HR | | | | | 208,591 | | | | 208,591 | | | |
| | FY 2023-24 TOTAL EXPENDITURES | | \$ 1,440,322 | \$ 1,269,724 | \$ 2,697,881 | \$ 5,083,763 | \$ 1,471,082 | \$ 1,958,798 | \$ 337,200 | \$ 14,258,770 | \$ 14,258,770 | \$12,828,561 | 10% |

Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: Administration 100

| DIVISION | | | | | | % Change |
|---------------------|---------------------|---------------------|---------------------|---------------------|---------|------------|
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | 2022-23 | From |
| SUMMARY | Actual | Adopted | Revised | Budget | Budget | Budget |
| Salaries & Benefits | \$ 679,002 | \$ 839,376 | \$ 839,376 | \$ 865,868 | | 3% |
| Services & Supplies | 351,328 | 450,625 | 450,625 | 539,454 | | 16% |
| Travel Related | 7,681 | 10,000 | 10,000 | 35,000 | | 71% |
| Other Reimb | - | - | - | - | | 0% |
| TOTAL | \$ 1,038,011 | \$ 1,300,001 | \$ 1,300,001 | \$ 1,440,322 | | 10% |

DEPARTMENT STAFFING

| Title | FY2021-22 | | FY2022-23 | | FY2023-24 | |
|-----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | Full-Time | Part-Time | Full-Time | Part-Time | Full-Time | Part-Time |
| Executive Director | 1 | | 1 | | 1 | |
| Administrative Secretary | 1 | | 1 | | 1 | |
| Business Management Analyst | 1 | | 1 | | 0 | |
| Chief Financial Officer | 0 | | 0 | | 1 | |
| Staff Analyst II | 1 | | 1 | | 1 | |
| Staff Analyst I | 1 | | 1 | | 1 | |
| Fiscal Specialist | 1 | | 1 | | 1 | |
| Public Service Employee | | 1 | | 1 | | 0 |
| Total | 6 | 1 | 6 | 1 | 6 | 0 |

DIVISION DESCRIPTION



Liz Berry – Administrative Secretary

Administration – The CONFIRE Executive Director enacts the Board of Director’s and Administrative Board Mission and Vision for CONFIRE, through the direction and guidance of Division activities. The Director ensures plans are in compliance with public administration laws and financial oversight. This oversight includes employee relations through Human Resources of County Fire, along with maintaining the Facilities and Fleet of the JPA.

Fiscal – Supports the financial operations of the JPA. Upholds the Board’s policy and expectation of financial health through the budgeting process, including monitoring the revenue billings, purchasing, and accounts payable expenditures on a monthly basis reporting out to the Director and Administrative Committee. Maintains the accounting policies to safeguard the fixed assets, cash deposits, liabilities, and expenditures for review by the JPA’s auditors to produce the yearly financial statements. Prepares various Federal and State reports providing support and guidance to the agencies served by the JPA. Manages all grants awarded to CONFIRE.

Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: Administration 100

SIGNIFICANT DIVISION EXPENDITURES AND STAFFING CHANGES

Salaries & Benefit increased 3% with the salary adjustment of the Executive Director and reclassification of the Business Management Analyst to Chief Financial Officer. These costs were offset by eliminating part-time positions in the Fiscal Department. These changes will improve recruitment and retention of these key positions and reduce the compaction of salaries for subordinate roles. In addition, the Non-Represented Employee Compensation Plan increased the steps for employees who were at the maximum step. These are incorporated in the projected salary raises, benefit increases, along with the cost of living for all positions.

A 16% increase in Services & Supplies is mainly due to the increase of insurance costs for worker's compensation insurance being paid by the JPA to a new provider. There was an addition of \$5,000 for maintenance of the Rialto kitchen. The new contract for fleet maintenance was raised, due to the increase in fuel and maintenance costs of vehicles. A new program for our employees increased the budget \$25,000 for Health & Wellness training.

2022-23 DIVISION ACCOMPLISHMENTS

- FY 2022 Financial & Single Audits completed with no findings
- Produced the Annual Budget Book
- Reported Monthly Financial Statements to Administrative Committee
- Monthly Budget to Actual Statements Reporting to Management
- Recorded Board and Committee Meeting according to Brown Act
- Fully integrated a web-based agenda management & posting application
- Reviewed and updated Fund Balance Policy
- Reviewed the Departmental Staffing and updated positions

2023-24 DIVISION GOALS AND OBJECTIVES

- Keep strategic implementation planning ongoing for future site
- Oversight of the Grant Funded projects for CAD to CAD
- Review and update Financial Fund Policy for CONFIRE
- Review update insurance policy for the growth of CONFIRE



Interim Director Nathan Cooke with MIS Manager Blessing Ugbo



Mike Bell Interim Assistant Director at MIS Grand opening at Rialto Fire Station 204 with Travis Padilla ISA II

Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: CAD/GIS 200

| DIVISION | | | | | | % Change From 2022-23 |
|---------------------|-------------------|---------------------|---------------------|---------------------|--|-----------------------|
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | | |
| SUMMARY | Actual | Adopted | Revised | Budget | | Budget |
| Salaries & Benefits | \$ 147,794 | \$ 480,428 | \$ 480,428 | \$ 396,738 | | -21% |
| Services & Supplies | 453,678 | 648,168 | 648,168 | 828,296 | | 22% |
| Travel Related | 1,311 | 15,000 | 15,000 | 15,000 | | 0% |
| Other Reimb | 0 | 22,125 | 22,125 | 29,689 | | 0% |
| TOTAL | \$ 602,783 | \$ 1,165,721 | \$ 1,165,721 | \$ 1,269,724 | | 8% |

DEPARTMENT STAFFING

| Title | FY2021-22 | | FY2022-23 | | FY2023-24 | |
|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | Full-Time | Part-Time | Full-Time | Part-Time | Full-Time | Part-Time |
| Automated Systems Analyst I | 1 | | 1 | | 1 | |
| Info Systems Analyst II | 0 | | 1 | | 1 | |
| GIMS Coordinator | 1 | | 1 | | 1 | |
| Computerized Mapping Analyst | 1 | | 1 | | 0 | |
| Total | 3 | 0 | 4 | 0 | 3 | 0 |

DIVISION DESCRIPTION

This element of the budget represents two functional sub-sections of the Management Information Systems Division (MIS).

Computer Aided Dispatch System (CAD).

CONFIRE's uses Enterprise CAD provided by Central Square. CAD is an array of interconnected software and hardware systems hosted on the CONFIRE server infrastructure. CAD enables Call-Takers and Dispatchers to receive and process emergency calls, determine the location and assign the appropriate response. It also maintains the location and status of all field resources for first responder safety. Numerous third-party systems operate in conjunction with the CAD system. Maintaining CAD and the associated interface systems requires the full-time efforts of one FTE and the occasional efforts of several other team members.



CAD Administrator Steve Lehnhard

“Our CAD system is the heart of CONFIRE’s operation and due to the vision and investment of the Board of Director’s is truly a state of the art public safety technology system.” – Steve Lehnhard – CONFIRE CAD Administrator

Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: CAD/GIS 200

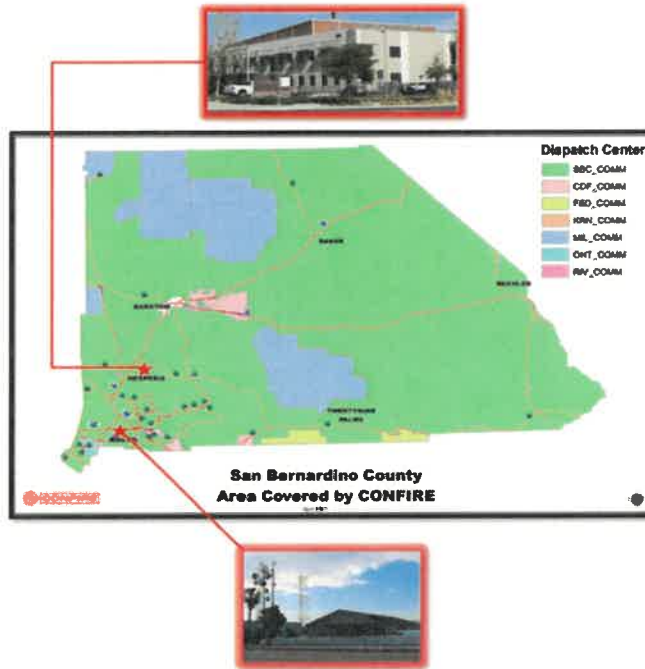
Geographic Information Systems (GIS)

(GIS). GIS is a specific discipline within the broader context of Information Systems and technology. GIS professionals support the public safety mission by developing and maintaining mission critical mapping and location accuracy products. For CONFIRE, the primary role of the GIS team is to maintain the County street network and address points and work in conjunction with the CAD team to ensure that information is kept up to date and accurate within the CAD system. The CONFIRE GIS team produces and maintains agency specific maps for use by first responders. These include wall maps for fire stations, printed or electronic map books in apparatus, specialized maps for mutual aid and wildland fire high hazard areas, fire prevent and weed abatement programs etc. Additionally, the GIS team assists during actual incidents by developing real-time mapping products for incident commanders, damage assessment teams and after-action reports.



GIS Coordinator Sam Perez

The role of GIS is rapidly expanding in public safety. Next Generation 9-1-1, CAD to CAD, drone technology, wireless calling, text to 9-1-1 requires robust integration of authoritative, locally produced and maintained location information. CONFIRE’s regional role will demand more from its current GIS capacity. Making GIS services available online to CONFIRE agencies is a major goal of the MIS division.



SIGNIFICANT DIVISION EXPENDITURES AND STAFFING CHANGES

This current year Admin opted not to fund the vacant Computerized Mapping Analyst position. This brought the budget down by 21 percent from the prior year’s salaries and benefits. There were two new service contracts to improve network security and backup CAD environment, which increased the services budget by 22 percent. The savings of the unfunded position helped by only increasing the Division’s budget by eight percent, which included the Cost-of-Living Increases.

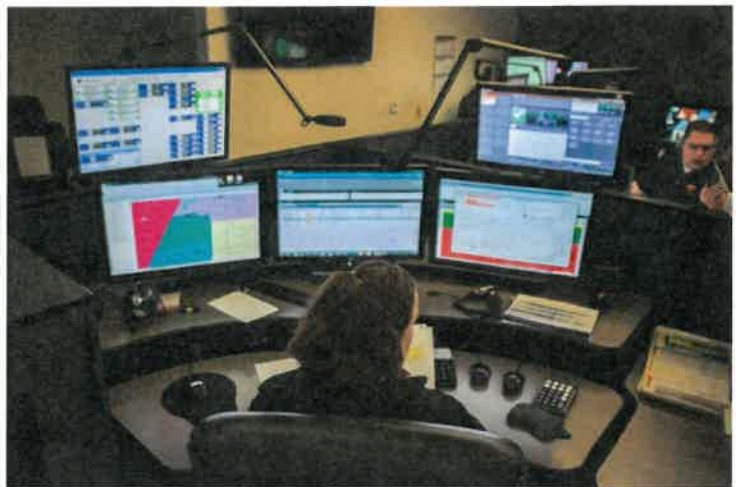
Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: CAD/GIS 200

2022-23 DIVISION ACCOMPLISHMENTS

- CAD Version upgrade
- Re-organizing CAD GIS structure for CAD files
- CAD SQL Data Backup Migration
- CAD Premise Reverification
- Riverside County Fire – CAD to CAD
- Murrieta Fire – CAD to CAD
- AMR San Bernardino - CAD to CAD
- Deploy a Standardize CAD Data Reporting
- Illegal Fireworks Reporter App
- WestNet Annual Maintenance/Zird Update
- Add Riverside County Streets to CAD Streets
- Upgrade ArcGIS Enterprise Systems
- Build Incident Dashboard for Colton FD
- Deploy ArcGIS Insights for Loma Linda FD
- GIS layer and FDZ for additional Medical Squad
- Assemble a CONFIRE TC/AGOL Working Group
- Address Verification
- Fire Hydrant Data Refresh / Overhaul
- Update Polygon Lookup Shapefile
- Add Primary and Secondary Roads for US National Grid reference layers to CAD Maps
- CAD Incident Dashboard to support Winter Storms 2023
- Loma Linda Incident Dashboard
- Created a CAD Data Prep Model in ArcGIS Pro
- Add "Location" Field to CAD Address Points
- Create Ski Slopes Layer for CAD Maps
- CAD Maintenance (successfully completed 1 year/monthly maintenance)

2023-24 DIVISION GOALS AND OBJECTIVES

- CAD Version upgrade 23.XXX
- Offline Web-Map
- Standardize ARC-GIS Online-map
- Update Fire Hydrant Mapping
- Upgrade CAD Mapping Version
- AMR Riverside - CAD to CAD
- CAL Fire San Bernardino - CAD to CAD
- AMR San Bernardino - CAD to CAD
- Ontario Fire – CAD to CAD



Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: Desert Dispatch Center 300

| | | | | | | % Change |
|----------------------|---------------------|--------------------|---------------------|---------------------|---------|-----------|
| DIVISION | | | | | | From |
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | 2022-23 | |
| SUMMARY | Actual | Adopted | Revised | Budget | Budget | |
| Salaries & Benefits | \$ 1,998,331 | \$2,214,677 | \$ 2,214,677 | \$ 2,445,909 | | 9% |
| Services & Supplies | 362,566 | 237,887 | 237,887 | 251,972 | | 6% |
| Travel Related | | - | - | - | | 0% |
| Other Reimbursements | 15 | - | - | - | | 0% |
| TOTAL | \$ 2,360,912 | \$2,452,564 | \$ 2,452,564 | \$ 2,697,881 | | 9% |

DEPARTMENT STAFFING

| Title | FY2021-22 | | FY2022-23 | | FY2023-24 | |
|----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | Full-Time | Part-Time | Full-Time | Part-Time | Full-Time | Part-Time |
| Assist Comm Manager | 1 | | 1 | | 1 | |
| Emer Svcs Supervising Dispatcher | 4 | | 4 | | 4 | |
| Emergency Svcs Dispatcher I | 15 | | 15 | | 14 | |
| Call Taker | 2 | | 2 | | 3 | |
| Total | 22 | 0 | 22 | 0 | 22 | 0 |

DIVISION DESCRIPTION

CONFIRE Desert Communication Center in Hesperia consists of a group of public safety professionals that receive requests for emergency and non-emergency assistance. CONFIRE dispatches fire, emergency medical, and local government resources. Responsibilities include monitoring radios, telephones, field personnel, and coordinating mutual aid procedures and operations. Management assists with coordination in training and operational guidance for communication personnel.



Supervisor Otto Schramm

SIGNIFICANT DIVISION EXPENDITURES AND STAFFING CHANGES

Salaries and Benefits tables were approved for the MOU adjustments and equity cost increases in this current budget. Operationally, there is need for more Call Takers than Dispatchers, thus, four dispatcher positions were underfilled which lessened the overall salary increases to 9%. Dispatchers and Call Takers work at both the Rialto and Hesperia centers. The total cost of communications are spread between the two centers (300 and 400). The Desert Dispatch Division has budgeted for a 6% increase in overall expenditures for services and supplies. This includes an increase cost for computer software and replacement of new set of EMD cards.

Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: Desert Dispatch Center 300

2022-23 DIVISION ACCOMPLISHMENTS

- Supervisor position created
- Installation of Rapid Deploy Over the Top Text to 911
- Interagency Resource Ordering Capability (IROC) training classes
- Headset replacement

2023-24 DIVISION GOALS AND OBJECTIVES

- Replacement of CAD monitors for all 17 positions
- Continue working with CONFIRE MIS on an Audio/Visual system
- Voice Recorder replacement
- Implementation of the Next Generation 911 phone system
- Training Class for IROC users
- Certifying dispatch personnel to National Wildfire Coordinating Group (NWCG) standards for incident qualifications



John Tucker – Assistant Communication Manager



Vanessa Avellaneda Emergency Services Dispatcher



Krista Colvin Emergency Services Dispatcher



Dominique Mack Emergency Services Dispatcher

Fund: CONFIRE Operations Fund 5008
 Department: Consolidated Fire Agency 883
 Division: Valley Dispatch Center 400

| | | | | | % Change |
|---------------------|--------------------|--------------------|--------------------|--------------------|------------|
| DIVISION | | | | | From |
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | 2022-23 |
| SUMMARY | Actual | Adopted | Revised | Budget | Budget |
| Salaries & Benefits | \$2,790,803 | \$3,988,170 | \$3,988,170 | \$4,375,505 | 9% |
| Services & Supplies | 163,951 | 231,179 | 231,179 | 484,687 | 52% |
| Travel Related | 11,244 | 15,000 | 15,000 | 15,000 | 0% |
| Other Reimb | 114,802 | 117,739 | 117,739 | 208,591 | 44% |
| TOTAL | \$3,080,800 | \$4,352,088 | \$4,352,088 | \$5,083,783 | 14% |

DEPARTMENT STAFFING

| Title | FY2021-22 | | FY2022-23 | | FY2023-24 | |
|----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | Full-Time | Part-Time | Full-Time | Part-Time | Full-Time | Part-Time |
| Communication Manager | 1 | | 1 | | 1 | |
| Assist Comm Manager | 1 | | 1 | | 1 | |
| Emer Svcs Supervising Dispatcher | 4 | | 4 | | 4 | |
| Emergency Svcs Dispatcher I | 23 | | 23 | | 22 | |
| Emergency Svcs Dispatcher EH | | 6 | | 6 | | 6 |
| Call Taker | 4 | | 4 | | 5 | |
| Call Taker PSE | | 7 | | 7 | | 7 |
| Public Service Employee | | 2 | | 2 | | 2 |
| Total | 33 | 15 | 33 | 15 | 33 | 15 |

DIVISION DESCRIPTION



Supervisor Vanessa Meyer with Rancho Cucamonga Fire District personnel and Dispatcher Kiana White

CONFIRE Valley Communication Center in Rialto consists of a group of public safety professionals that receive requests for emergency and non-emergency assistance. CONFIRE dispatches fire, emergency medical, and local government resources. Responsibilities include monitoring radios, telephones, field personnel, and coordinating mutual aid procedures and operations. Management assists with coordination in training and operational guidance for communication personnel.

Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: Valley Dispatch Center 400

SIGNIFICANT DIVISION EXPENDITURES AND STAFFING CHANGES

This Budget includes an equity cost increase of 9% along with associated salary and benefit increases from the current MOU with the Emergency Services Unit (ESU).

Valley Dispatch Division has a 52 percent increase in Services and Supplies. This is primarily due to the contracted services for XBO-ECC Chief position requested by the Administrative Board..



*Sarah Aispuro & Casey Carrillo
at Valley (Rialto) Dispatch*

Other Reimbursements increased by 44% with change of the County Human Resource contract increase to accommodate human resources positions dedicated to CONFIRE personnel and recruitment efforts to better serve the JPA.

2022-23 DIVISION ACCOMPLISHMENTS

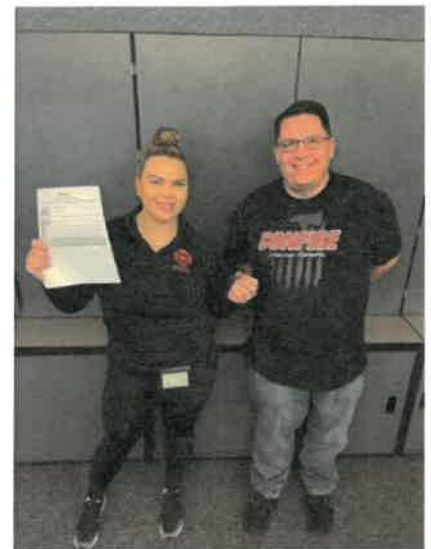
- Established a Quiet Room / Mom's Room for CONFIRE personnel
- Hiring Event that assisted with staffing
- Installation of Rapid Deploy Over the Top Text to 911
- Improved CAD maintenance program with MIS
- Revisions to Policies/Procedures and Training documents
- Headset replacement
- Aqua and ProQa updates for Emergency Medical Dispatching (EMD)
- Dispatch personnel assisted agencies in hiring/testing processes
- CAD to CAD with Chino Police Department and CALFire/Riverside County Fire Department
- XBO ECC Chief Implementation
- New call type for small vegetation fire (FGL) responses
- Vesta – phone system maintenance plan
- Replaced 2 positions with 32-inch monitors
- Established Emergency Measures for phone pick up times
- Established a Training Room with 7 positions
- Interagency Resource Ordering Capability (IROC) training classes
- Headset replacement
- Furniture base replacements for 12 Dispatch positions
- Replaced 4 Dispatch positions with 32-inch monitors



*Julie Anthony honored by Chino
Fire for Cardiac Arrest Incident*

2023-24 DIVISION GOALS AND OBJECTIVES

- Implementation of Next Generation 911 phone system
- Voice Recorder replacement
- CAD2CAD with additional agencies
- Update to Emergency Call Screen (ECT) in CAD
- Provide training for leadership classes



*Kiana White receiving Pride
Report for drowning save from
Otto Schramm*

Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: Valley Dispatch Center 400

2023-24 DIVISION GOALS AND OBJECTIVES (continued)

- Develop Peer Support and Champlain Program
- Implementing Incident Qualification System (IQS) program for agencies
- Adding Situational Awareness Lights to all potions in the Desert and the Valley Dispatch Centers

Dispatcher Week Festivities:



Fund: CONFIRE Operations Fund 5008
 Department: Consolidated Fire Agency 883
 Division: Mgmt. Information Services 600

| | | | | | % Change |
|---------------------|--------------------|--------------------|--------------------|--------------------|------------|
| DIVISION | | | | | From |
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | 2022-23 |
| SUMMARY | Actual | Adopted | Revised | Budget | Budget |
| Salaries & Benefits | \$1,315,578 | \$1,357,078 | \$1,164,825 | \$1,390,760 | 16% |
| Services & Supplies | 1,283,286 | 1,846,175 | 1,846,175 | 2,009,121 | 8% |
| Travel Related | 9,988 | 30,000 | 30,000 | 30,000 | 0% |
| Other Reimb | - | - | - | - | 0% |
| TOTAL | \$2,608,852 | \$3,233,253 | \$3,041,000 | \$3,429,881 | 11% |

DEPARTMENT STAFFING

| Title | FY2021-22 | | FY2022-23 | | FY2023-24 | |
|---------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | Full-Time | Part-Time | Full-Time | Part-Time | Full-Time | Part-Time |
| MIS Manager | 1 | | 1 | | 1 | |
| MIS Supervisor | 1 | | 1 | | 1 | |
| Information Systems Analyst II | 3 | | 2 | | 2 | |
| Information Systems Analyst III | 2 | | 2 | | 2 | |
| Automated Systems Technician | 1 | | 1 | | 1 | |
| Public Service Employee | | 3 | | 3 | | 3 |
| Total | 8 | 3 | 7 | 3 | 7 | 3 |

DIVISION DESCRIPTION

The MIS Division provides secure, reliable, and sustainable mission-critical IT infrastructure and systems that support CONFIRE and its agencies by leveraging emerging technologies and strategies aligned with organizational objectives.



(left to right) Dana DeAntonio, David Graves, Nicholas Lystra, Travis Padilla, Blessing Ugbo, Samuel Perez, Thomas Clark, Steven Cendejas, and Steven Lehnhard

Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: Mgmt. Information Services 600

SIGNIFICANT DIVISION EXPENDITURES AND STAFFING CHANGES

Salaries and Benefits has a 16% increase from the previous budget. Two vacant MIS positions had been used to help fund the Interim Director contract position in FY'23. These hard to fill positions are being recruited and put back into the FY '24 budget. Additionally, as in other Divisions there was a regular cost of living increases and the addition of two steps in the salary range for senior employees.

Services and Supplies has increased by 8% compared to prior year mainly due to the increase in contracted services with First Watch and others.

2022-23 DIVISION ACCOMPLISHMENTS

- Windows Server 2016 Upgrades
- VCenter upgrade/update
- Turndowned Camelot (Legacy Environment)
- Dispatch Intranet/SharePoint Site
- ENCS/LowCode Protocol update
- Victorville FirstDue RMS Feed update
- CAD Server (Backup)
- SolarWind Configuration/Upgrade
- CAD Storage Expansion
- Implement Sophos XDR and MDR for endpoints and servers
- Incident qualification system (IQS)
- ESXi Host Updates/Upgrades
- Redlands Refresh
- Colton Fire Refresh
- CONFIRE Fire Refresh (Admin)
- ECNS Low Code Training Setup
- BDC Meraki Deployment Support
- CAD Dispatch Workstation Maintenance
- CONFIRE Security Portal
- Motorola Vesta Cut-Over Support
- New Physical Domain Controllers
- Meraki Replacements for EOST
- Firewall Upgrade (Valley/Desert)
- Convert Colton and Rialto to Meraki SDWAN
- Westnet Annual Maintenance - COL, LOM, RIA, RED, SMI, SBC, BFA, RSP
- Westnet Cut-Over and Testing - BDC FS161, SMI FS243
- Westnet ZIRD Update - SMI, RSP, BFA, VCV, SMI, RED, LOM, COL, RIA, FT, RCF, MTC, CHO



(left to right) Travis Padilla, Nicholas Lysta, David Graves, and Dana DeAntonio at the MIS Division's new offices at Rialto FD Station 204

Fund: CONFIRE Operations Fund 5008
Department: Consolidated Fire Agency 883
Division: Mgmt. Information Services 600

2023-24 DIVISION GOALS AND OBJECTIVES

- Backup Solution (O365 integration)
- Helpdesk Ticketing System Upgrade
- Implement Log Analyzer
- WestNet Hardware Refresh (CONFIRE)
- Blade (Storage) Increase
- NICE Voiceprint Implementation
- CAD Storage Expansion
- Network Switches (Desert Center)
- Sophos Xstream Protection
- Sophos Central Network Detection and Response
- Sophos Central Email Advanced
- Intrusion & Penetration Consulting



Thomas Clark MIS Supervisor (Top)



*Travis Padilla Information System Analyst II
(Right)*

Fund: CONFIRE Operations Fund 5008
 Department: Consolidated Fire Agency 883
 Division: Pass Thru Back to Agency 700

| | | | | | | % Change |
|---------------------|-------------------|-------------------|-------------------|-------------------|---------|-----------|
| DIVISION | | | | | | From |
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | 2022-23 | |
| SUMMARY | Actual | Adopted | Revised | Budget | Budget | |
| Salaries & Benefits | \$ - | \$ - | \$ - | \$ - | | 0% |
| Services & Supplies | 305,589 | 324,935 | 324,935 | 337,200 | | 4% |
| Travel Related | - | - | - | - | | 0% |
| Other Reimb | - | - | - | - | | 0% |
| TOTAL | \$ 305,589 | \$ 324,935 | \$ 324,935 | \$ 337,200 | | 4% |

DEPARTMENT STAFFING

No staff assigned to Division 700.

DIVISION DESCRIPTION

This is a pass thru account for various agencies expenditures charged to CONFIRE which are in-turned billed back to the specific agency. It is primarily used to account for radio and access and maintenance fees assessed to CONFIRE by the San Bernardino County Information Services Division (ISD) which is passed through the agencies that use the equipment.

SIGNIFICANT DIVISION EXPENDITURES AND STAFFING CHANGES

This account is used for specific expenditures agencies incur and for which CONFIRE will charge back the agency for these individual charges. It is used for charges for radio and pagers provided to agencies through an agreement between CONFIRE and the San Bernardino County Information Services Division (ISD).

CONFIRE FY 2023-24 BUDGET
Funds 5009, 5010, 5011, 5019, 5020

| CONFIRE Reserves, Grants, Special Revenue, & Enterprise Funds FY 2023-2024 | | | | | | |
|---|---------------------------------|-------------------------------|--|------------------------------------|--|------------------------------|
| Revenue | Equipment Reserve (5009) | General Reserve (5010) | General Reserve Grant Funded (5010) | Term Benefit Reserve (5011) | CAD to CAD Special Revenue (5019) | EMS Enterprise (5020) |
| 5009 CONFIRE Equipment Replacement Fund | | | | | | |
| 40809970 Other Revenue | | | | | | |
| Agency Equipment Replacement | | | | | | |
| CONFIRE Equipment Replacement | 583,124 | | | | | |
| 5010 General Reserve Fund | | | | | | |
| Use of Fund Balance | | | | | | |
| State Grant Funded | | | 25,000 | | | |
| Reserve Fund Balance | 621,000 | 71,200 | | | | |
| 40408840 State Other | | | | | | |
| CA 911 Branch | | | | | | |
| 40509094 Federal Grants | | | | | | |
| American Rescue Plan Act | | | 1,590,346 | | | |
| 40909975 Operating Transfer In | | | | | | |
| Loan from 5010 to 5019 for the CAD-to-CAD Project | | | | | | |
| 5011 Term Benefits Reserve Fund | | | | | | |
| 40809970 Other Revenue | | | | | | |
| Contract Agencies 5% Contribution | | | | 35,421 | | |
| Apple Valley 5th Year Installment | | | | 78,596 | | |
| Victorville 3rds Year Installment | | | | 114,505 | | |
| 5019 CAD to CAD Special Revenue Fund | | | | | | |
| 40509094 Federal Grants | | | | | | |
| Homeland Security Grant 2022 | | | | | 88,431 | |
| UASI Grant 2022 | | | | | 300,000 | |
| 40809970 Other Revenue | | | | | | |
| AMR San Bernardino CAD to CAD Maintenance Contribution | | | | | 22,245 | |
| AMR Riverside CAD to CAD Maintenance Contribution | | | | | 15,698 | |
| Chino Valley PD CAD to CAD Maintenance Contribution | | | | | 22,245 | |
| Murrieta CAD to CAD Maintenance Contribution | | | | | 22,245 | |
| Ontario CAD to CAD Maintenance Contribution | | | | | 22,245 | |
| Riverside Co Fire CAD to CAD Maintenance Contribution | | | | | 22,245 | |
| San Manuel CAD to CAD Maintenance Contribution | | | | | 21,620 | |
| SB Cal Fire CAD to CAD Maintenance Contribution | | | | | 21,620 | |
| AMR San Bernardino CAD to CAD Administrative | | | | | 5,000 | |
| AMR Riverside CAD to CAD Administrative | | | | | 5,000 | |
| Chino Valley PD CAD to CAD Administrative | | | | | 5,000 | |
| Murrieta CAD to CAD Administrative | | | | | 5,000 | |
| Ontario FD CAD to CAD Administrative | | | | | 5,000 | |
| Riverside Co Fire CAD to CAD Administrative | | | | | 5,000 | |
| SB Cal Fire CAD to CAD Administrative | | | | | 5,000 | |
| 40909975 Operating Transfer In | | | | | | |
| CAD to CAD Annual Maintenance from 5008 | | | | | 29,689 | |
| Loan from 5010 to 5019 for the CAD-to-CAD Project | | | | | | |
| 5020 EMS Enterprise Fund | | | | | | |
| Reserve Fund Balance | | | | | | 58,000.00 |
| TOTAL REVENUE | \$ 1,204,124 | \$ 71,200 | \$ 1,615,346 | \$ 228,522 | \$ 623,283 | \$ 58,000 |

CONFIRE FY 2023-24 BUDGET
Funds 5009, 5010, 5011, 5019, 5020

| Expenditures | Equipment Reserve (5009) | General Reserve (5010) | General Reserve Grant Funded (5010) | Term Benefit Reserve (5011) | CAD to CAD Special Revenue (5019) | EMS Enterprise (5020) |
|---|--------------------------|------------------------|-------------------------------------|-----------------------------|-----------------------------------|-----------------------|
| 51001010 SALARIES AND BENEFITS | | | | | | |
| ECNS Nurses | | | 1,311,159 | | | |
| Admin / Workmen's Comp / COVID Leave Cash Out | | | | 128,522 | | |
| Possible Retirement Cash Out | | | | 100,000 | | |
| 52002037 COMNET CHARGES (ISF ONLY) - DIAL TONE | | | | | | |
| IE RCIP CAD to CAD | | | | | 588,283 | |
| ProQA/LowCode Maintenance and License Renewal (ECNS) | | | 8,820 | | | |
| 52002116 COMPUTER HARDWARE | | | | | | |
| Agency Replacement Equipment | | | | | | |
| Chino | 1,300 | | | | | |
| Colton (Modem Refresh) | 35,300 | | | | | |
| Montclair | 650 | | | | | |
| Redlands (Modem Refresh) | 29,800 | | | | | |
| Rialto (Modem Refresh) | 41,650 | | | | | |
| Running Springs | 2,550 | | | | | |
| Victorville | 1,300 | | | | | |
| CONFIRE Refresh | | | | | | |
| New Core Network Switch for Desert Data Center | 35,000 | | | | | |
| Storage Node Expansion | 35,000 | | | | | |
| Blade (Storage) | 64,000 | | | | | |
| WestNet Hardware Refresh (CONFIRE) | 45,000 | | | | | |
| Sophos Xstream Protection | 25,000 | | | | | |
| Sophos Central Network Detection and Response | 44,000 | | | | | |
| Sophos Central Email Advanced | 28,000 | | | | | |
| Miscellaneous refresh cost | 184,574 | | | | | |
| Desert Dispatch Center - 26 Curved Monitors | 30,000 | | | | | |
| Desert Dispatch Center - 50 Angled Monitor Arms and 50 - 5" | | | | | | |
| Verticle Hub Extension | 20,000 | | | | | |
| NICE VESTA Motorola Implementation | 521,000 | | | | | |
| 52002130 NON INVENTORIABLE EQUIP | | | | | | |
| New Desk for Dispatch Manager | | 6,000 | | | | |
| Dispatch Chairs | 10,000 | | | | | |
| 52002135 SPECIAL DEPARTMENT EXPENSES | | | | | | |
| ECNS Supplies | | | 3,500 | | | |
| EMD Card Sets | | | 3,500 | | | |
| 52002355 ADVERTISING | | | | | | |
| ECNS Marketing / Public Relations | | | 20,000 | | | |
| 52002905 RENT - STRUCTURES | | | | | | |
| ECNS Rent | | | 27,000 | | | |
| 52002405 AUDITING | | | | | | |
| Annual Financial Audit | | | | | 6,000 | 8,000 |
| 52002445 OTHER PROF SERVICES | | | | | | |
| AP Triton | | 13,000 | | | | |
| Dyntek - Consultation | | 2,200 | | | | |
| MS CAD | | 50,000 | | | | |
| Consulting | | | 208,283 | | 19,000 | |
| Legal | | | | | 10,000 | 50,000 |
| 52002941 CONF/TRNG/SEMINAR FEES | | | 29,000 | | | |
| 52002942 HOTEL | | | 1,250 | | | |
| 52002943 MEALS | | | 500 | | | |
| 52002945 AIR TRAVEL | | | 1,500 | | | |
| 52002946 OTHER TRAVEL | | | 834 | | | |
| 54504050 Vehicles (Carry forward from FY2023, delivery FY2024) | 50,000 | | | | | |
| TOTAL EXPENDITURES | \$ 1,204,124 | \$ 71,200 | \$ 1,615,346 | \$ 228,522 | \$ 623,283 | \$ 58,000 |

Fund: CONFIRE EQUIPMENT RESERVE FUND 5009
Department: Consolidated Fire Agency 883

| | | | | | % Change |
|-----------------------------|-------------------|-------------------|-------------------|---------------------|------------|
| FUND 5009 EQUIPMENT RESERVE | | | | | From |
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | 2022-23 |
| SUMMARY | Actual | Adopted | Revised | Budget | Budget |
| Salaries & Benefits | \$ - | \$ - | \$ - | \$ - | 0% |
| Services & Supplies | 492,885 | \$ 614,279 | 614,279 | 1,204,124 | 49% |
| Travel Related | - | - | - | - | 0% |
| Other Reimb | - | - | 50,000 | (50,000) | 0% |
| TOTAL | \$ 492,885 | \$ 614,279 | \$ 664,279 | \$ 1,154,124 | 42% |

FUND DESCRIPTION

This Fund serves two purposes. First, it holds funds collected annually from each agency to maintain an ample reserve to replace the CONFIRE specific information technology equipment on a scheduled basis. This is a “universal” cost apportioned to each agency based on the proportion of overall call volume that agency represents. The second purpose is to fund the replacement for agency specific equipment as required. Only agencies that possess equipment supported by CONFIRE MIS pay into this fund (seat-based). These charges are developed based on projected replacement costs for each item divided by that anticipated service life of the equipment (usually 4-5 years).

Typically, these funds are accounted for in the budget as an expenditure offset by equal revenue. Reserves are held in case of any unforeseen expenditures that could occur due to equipment failure. Any unexpended funds remain in the Equipment Reserves. CONFIRE staff must receive approval from agency Chiefs to expend their Equipment Reserve funds. CONFIRE staff works with agencies to maintain sufficient funds in this account to cover the costs for a complete equipment replacement process should that be necessary. Board policy does not set a funding level for this fund.



FUND HIGHLIGHTS

In Fiscal Year 2023, CONFIRE MIS staff had purchased several small equipment items for Colton, Redlands, Apple Valley, Big Bear, Montclair, Rancho Cucamonga and Rialto Fire Departments.

FY 2023, MIS staff completed various projects of equipment and desktop equipment refresh were completed.

- Automating Administration with Windows PowerShell
- New Physical Domain Controllers
- Replace All MX60 Firewalls
- Next Gen Firewall (Comm. Center)
- Upgrade Access Point at Valley

Fund: CONFIRE EQUIPMENT RESERVE FUND 5009
Department: Consolidated Fire Agency 883

FUND HIGHLIGHTS (continued)

- Next Generation Firewalls – Valley and Desert
- New Core Switches for Building / Vault
- Colton Equipment Refresh
- Redland Equipment Refresh
- CONFIRE Administration Equipment Refresh
- Rancho Cucamonga Equipment Upgrade
- Apple Valley Equipment Upgrade



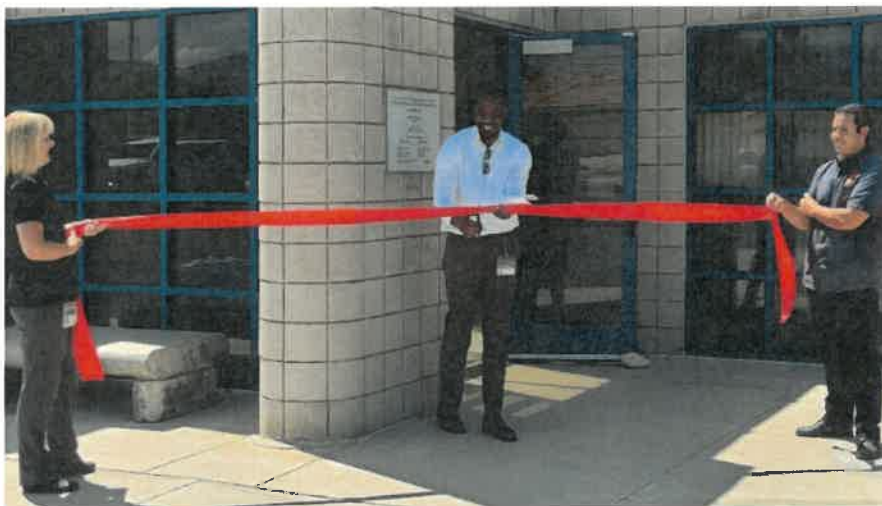
*Travis Padilla
Automated Systems Analyst II*

In Fiscal Year 2023/24 MIS plans to fund the following projects using Equipment Reserve Funds:

- CONFIRE Equipment Replacement & Desktop Refresh
- Automating Administration with Windows PowerShell
- New Physical Domain Controllers
- Replace All MX60 Firewalls
- Next Gen Fire Wall (Comm. Center)
- Upgrade Access Point at Valley
- Next Generation Firewalls - Rialto and HDGC
- New Core Switches for Building / Vault



*Chief Park welcoming MIS
Manager Blessing Ugbo to
Rialto Fire Station 204*



*Blessing Ugbo, Liz Berry and Travis Padilla officially
opening the MIS Division's new offices at Rialto
Fire Station 204*

Fund: CONFIRE GENERAL RESERVE FUND 5010
Department: Consolidated Fire Agency 883

| | | | | | % Change |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|----------------|
| FUND 5010 GENERAL RESERVE | | | | | From |
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | 2022-23 |
| SUMMARY | Actual | Adopted | Revised | Budget | Budget |
| Salaries & Benefits | \$ - | \$ 655,580 | \$ 1,311,159 | \$ 1,311,159 | 0% |
| Services & Supplies | 1,012,790 | 859,858 | 1,737,551 | 342,303 | -408% |
| Travel Related | - | 4,250 | 8,500 | 33,084 | 74% |
| Other Reimb | - | - | - | - | |
| TOTAL | \$ 1,012,790 | \$ 1,519,688 | \$ 3,057,210 | \$ 1,686,546 | -81% |

FUND DESCRIPTION

The General Reserve Fund is used to provide emergency or contingency funding for CONFIRE operations (5008) if the need arises due to lack of payment, catastrophe, or other unforeseen fiscal circumstances. Capital improvement purchases or projects (CIP) may also be made from this Fund with appropriate budget approval.

The ARPA Grant funds awarded to CONFIRE are accounted for in the General Reserves for the Emergency Community Nurse System (ECNS). The program was developed with the utilization of specially trained registered nurses co-located in the 911 dispatch center to triage calls with the goal of guiding callers to the most appropriate resource for their situation

It is the policy of the CONFIRE Board of Directors to build and retain a level of cash in the General Reserve Fund to cover one quarter (25%) of annual operating costs (5008).

Carrying an excess of the 25% contingency recommended in the General Reserves is appropriate as long it can be demonstrated that in so doing CONFIRE is building toward significant known or projected capital expenditures (building replacement, Computer-Aid Dispatch (CAD) software replacement etc.) as identified in the planning process and approved by the Administrative Committee and Board of Directors

Current Board policy has established a Capital Improvement Plan (CIP) element of this fund. It is funded at \$3,000,000.

Funds budgeted as expenditures are in excess of the required 25% contingency. If unexpended, those funds remain in the General Reserves.

FUND HIGHLIGHTS

In Fiscal Year 2023, CONFIRE completed the following:

- Renovated the modular units (former MIS offices) at the Valley center to accommodate EMD Coordination and recruit training and personnel wellness.
 - Modular One: Set up 6 training workstations and conference room for Communications Division
 - Modular Two: Quiet Room was created for employee rest periods

Fund: CONFIRE GENERAL RESERVE FUND 5010
Department: Consolidated Fire Agency 883

- Completed the Request for Proposal (RFP) for Ambulance Service
- Improvements on the Valley Dispatch Floor
- License upgrade for core routers in building / vault
- Upgraded Lansweeper to Service Desk

In FY 2023/24 CONFIRE plans to complete the following projects using funds from the General Reserves:

- Continue to fund ECNS using ARPA Grant
- Upgrades with minor Equipment
- Update CONFIRE Website



(Left) Alix Anderson Enjoying a break in the Quiet Room

(Right) Tim Franke Assistant Manager

(Below) New Renovated Training Room



(Left) Adam Villalobos Emergency Dispatcher

(Right) Aglaen Galvez



Fund: CONFIRE TERM BENEFIT RESERVE FUND 5011
Department: Consolidated Fire Agency 883

| | | | | | % Change |
|---------------------------------|-------------|-------------------|-------------------|-------------------|-----------|
| FUND 5011 TERM BENEFITS RESERVE | | | | | From |
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | 2022-23 |
| SUMMARY | Actual | Adopted | Revised | Budget | Budget |
| Salaries & Benefits | \$ - | \$ 225,177 | \$ 225,177 | \$ 228,522 | 1% |
| Services & Supplies | - | - | | | 0% |
| Travel Related | - | - | | | 0% |
| Other Reimb | - | - | - | | 0% |
| TOTAL | \$ - | \$ 225,177 | \$ 225,177 | \$ 228,522 | 1% |

FUND DESCRIPTION

This fund is maintained to cover the liability of CONFIRE employee leave accruals as determined by an annual actuary. It is the policy of the CONFIRE Board of Directors to fully fund this reserve fund each year. The fund is supported by the addition of contract agency fees assessed annually.

A component of this fund has been established to build reserves specific to the CONFIRE pension liability and worker's compensation liabilities. Additional funds may be allocated to this component by the Board during the annual fund balance discussion.

FUND HIGHLIGHTS

In FY2022-23, buy-in contributions from Apple Valley (\$78,596) and Victorville (\$114,505) will be a revenue source for this fund in addition to approximately \$35,421 from other contract agencies. There is a new workmen's compensation insurance held against the reserves in case of any liability cases. This use to be handled by the County Contract but now will be taken over by CONFIRE directly.

GOALS

CONFIRE continues to work with SBCERA to better understand CONFIRE pension liability and build the fund. The FY 23-24 5011 budget will propose a new set aside of \$75,000 to cover the self-insured retention (SIR) requirement of the new worker's compensation program provided by the California Interagency Risk Authority (CIRA). It may also fund any continuing liability related to the existing or 'tail' claims remaining after the transition to the new provider.



Yvette Calimlim receiving CONFIRE'S Transparency Certificate of Excellence

Fund: CAD to CAD FUND 5019
Department: Consolidated Fire Agency 883

| | 2021-22 | 2022-23 | 2022-23 | 2023-24 | % Change From 2022-23 |
|---------------------------|-------------------|-------------------|-------------------|-------------------|-----------------------|
| FUND 5019 CAD to CAD FUND | | | | | |
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | 2022-23 |
| SUMMARY | Actual | Adopted | Revised | Budget | Budget |
| Salaries & Benefits | \$ - | \$ - | \$ - | \$ - | 0% |
| Services & Supplies | 436,821 | 879,213 | 879,213 | 623,283 | -41% |
| Travel Related | - | - | - | - | 0% |
| Other Reimb | - | - | - | - | 0% |
| TOTAL | \$ 436,821 | \$ 879,213 | \$ 879,213 | \$ 623,283 | -41% |

FUND DESCRIPTION

CONFIRE has successfully implemented a regional interoperable computer aided dispatch (CAD) solution, Inland Empire Public Safety Operations Platform (IE PSOP) or CAD to CAD Project, which connects multiple different proprietary CAD systems through a hosted interface enables emergency communications centers to send real-time information and requests for resources electronically. This eliminates time-consuming phone calls and reduces response times. It also improves regional situational awareness, coordination, and system resilience.



*Steve Lehnhard
CAD Administrator*

This fund (5019) is used to budget revenues committed to specific expenses for the CAD-to-CAD system such as salaries/benefits, travel, professional services, computer hardware, software, and maintenance. Revenue sources for this project are mainly funded through Urban Areas Security Initiative (UASI) grant and contribution from agency’s participating in the project.

FUND HIGHLIGHTS

Sources for the CAD-to-CAD project are primarily grant funded. CONFIRE was approved for Urban Area Security Initiative (UASI) grants from 2018-2020 totaling \$1,200,000. These funds have enabled the project to get started and bring several agencies onto the system (or in progress). CONFIRE was recently approved for another \$300,000 from UASI 2022. CARES Act funding was used to set up AMR with CAD-to-CAD. Additionally, annual maintenance revenue sources are from participating agencies. CONFIRE currently has the following agencies participating in the project: Chino PD, San Manuel Department of Public Safety, AMR San Bernardino, Murrieta Fire and Riverside County Fire. The Ontario Fire Department, AMR Riverside and CAL Fire San Bernardino are in progress.

CONFIRE, acting as the administrative agency for the system, passes annual maintenance/subscription fees from the system vendor as well as a fee to cover costs for its administrative role.

Fund: CAD to CAD FUND 5019
Department: Consolidated Fire Agency 883

2022-23 ACCOMPLISHMENTS

- Riverside County Fire and Murrieta Fire live on the system
- Initiated projects for AMR Riverside, Ontario Fire and CAL Fire San Bernardino
- Secured \$300,000 UASI 2022 Grant

2023-24 GOALS

- Complete active integration projects (by the end of 2024)
- Pursue additional opportunities for integration to include but not limited to:
 - Additional Law Enforcement agencies
 - California Highway Patrol (CHP)
 - Hemet Fire Department
 - Barstow Fire Department
 - US Forest Service
 - National Resource System Ordering Integration (IROC)
 - Medical Helicopter Agencies
 - Utility Companies

Fund: Emergency Medical Service 5020
Department: Consolidated Fire Agency 883

| | | | | | % Change |
|--|----------------|----------------|----------------|------------------|----------------|
| FUND 5020 Emergency Medical Service (EMS) | | | | | From |
| EXPENDITURE | 2021-22 | 2022-23 | 2022-23 | 2023-24 | 2022-23 |
| SUMMARY | Actual | Adopted | Revised | Budget | Budget |
| Salaries & Benefits | \$ - | \$ - | \$ - | \$ - | 0% |
| Services & Supplies | | | | 58,000 | 100% |
| Travel Related | | | | | 0% |
| Other Reimb | | | | | 0% |
| TOTAL | \$ - | \$ - | \$ - | \$ 58,000 | 100% |

FUND DESCRIPTION

This Enterprise fund was created in 2023 by the Board of Directors to account for the Emergency Medical Service (EMS) Division. Establishing the enterprise fund to account for all EMS Division related costs for providing services and goods to the public to be recovered primarily by recuperated costs or subsidized financial transactions.

FUND HIGHLIGHTS

The current resources are startup costs of the fund. The Services are for auditing and legal fees to start up the fund.

FISCAL YEAR 2023- ACCOMPLISHMENTS

- The Emergency Medical Committee was created with approved By-Laws
- The Enterprise Fund was approved by the Board along with the Fund Policy
- Established new Enterprise Fund in Financial System
- Billed new additional agencies for initial membership costs
- Board approved to transferred startup funding for EMS Fund 5020 from Operational Fund 5008

FISCAL YEAR 2024 GOALS

- Complete Auditor review on setting up Fund
- Follow the guidance of the Board’s direction of the Fund



Congresswomen Norma Torres visited CONFIRE to support staff during National Public Safety Telecommunicator’s Week.

**CONFIRE, JPA
REVENUE
FUND SUMMARY**

CONFIRE, Joint Powers Authority was established for local agencies within the region to join forces and tackle issues together in a mutual effort to strengthen public safety in the region. This cooperation within the Joint Powers Authority allows cost-sharing for its agencies along with collaborative decision-making regarding jurisdictional and regional public safety services. Revenue is received from each member and contract agency served according to their annual volume of dispatched calls (universal based) and by each individual agencies use of optional equipment, software, or services (seat based).

A potential new revenue source for FY23/24 is an Ambulance Dispatch Fee assessed by the Inland Counties Emergency Medical Authority (ICEMA) to its contracted transportation provider beginning in April 2024. The fee is then passed on to CONFIRE. This fee is a component of the recent request for proposal released by the County for ambulance transportation services and is intended to offset the cost for CONFIRE to provide dispatch information to that provider. This new revenue will result in a credit to each agency based on the Universal cost-sharing model used at CONFIRE.

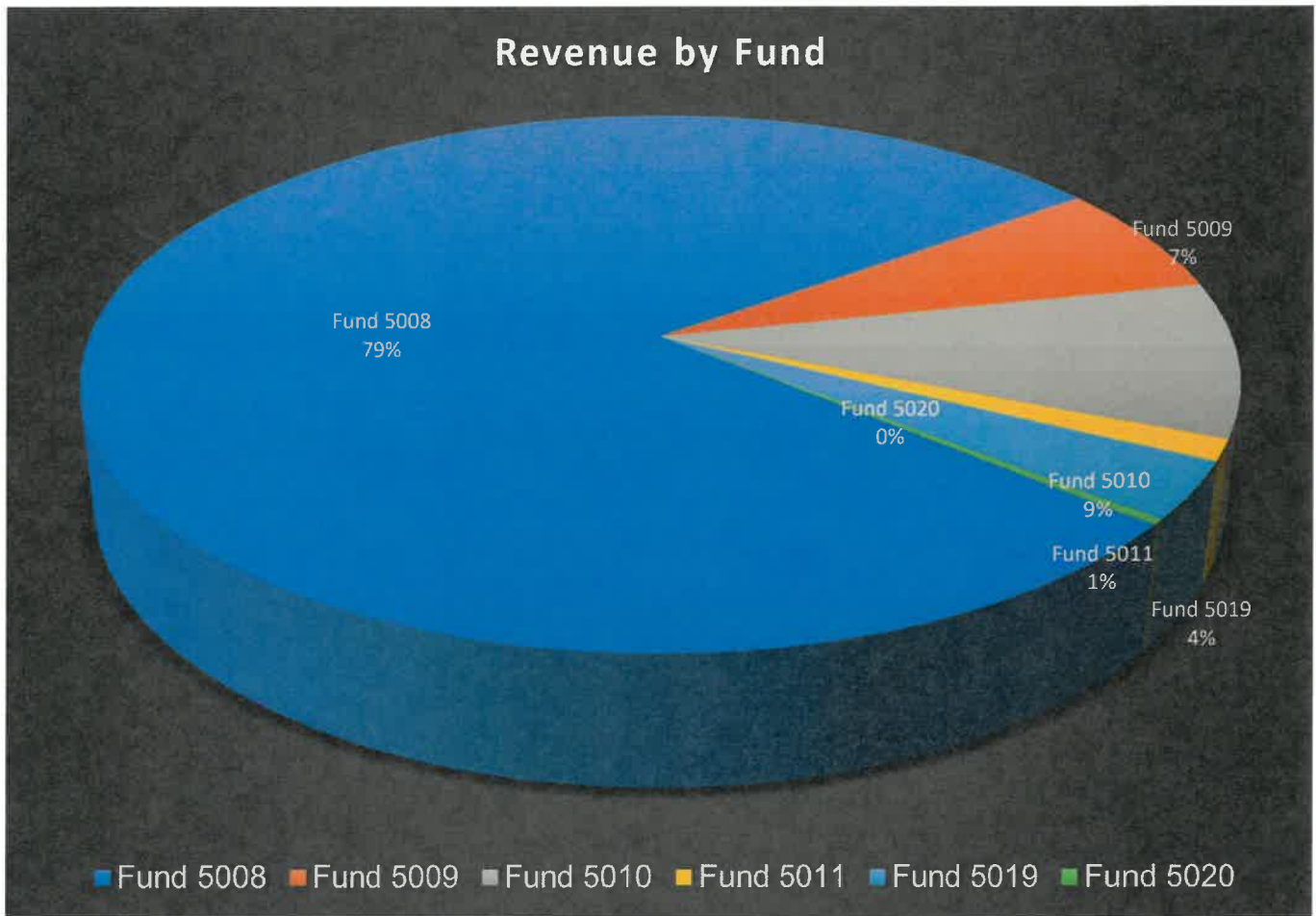
CONFIRE UNIVERSAL COST PER CALL

| Agency | Call Volume | Call % | Universal Cost per Agency | Less: Ambulance Revenue | Total Universal Cost | Total |
|------------------------------------|------------------------|----------------|--|--|-------------------------------------|----------------------|
| Apple Valley Fire Protection Dist. | 12,946 | 5.21% | 611,538 | (9,121) | 602,416 | 705,781 |
| Big Bear Fire Department | 3,846 | 1.55% | 181,676 | (2,710) | 178,966 | 314,513 |
| Chino Valley Fire Dist. | 13,584 | 5.47% | 641,675 | (9,571) | 632,104 | 775,104 |
| Colton Fire Dept. | 7,694 | 3.10% | 363,446 | (5,421) | 358,025 | 586,453 |
| Loma Linda Fire Dept. | 4,392 | 1.77% | 207,468 | (3,094) | 204,373 | 344,908 |
| Montclair Fire Dept. | 4,703 | 1.89% | 222,158 | (3,314) | 218,845 | 254,015 |
| Rancho Cucamonga Fire Dist. | 17,988 | 7.24% | 849,710 | (12,674) | 837,036 | 987,238 |
| Redlands Fire Dept. | 11,301 | 4.55% | 533,831 | (7,962) | 525,869 | 815,367 |
| Rialto Fire Dept. | 11,711 | 4.71% | 553,199 | (8,251) | 544,947 | 878,973 |
| Running Springs Fire | 559 | 0.23% | 26,406 | (394) | 26,013 | 65,300 |
| San Bernardino County Fire Dist. | 132,549 | 53.37% | 6,261,292 | (93,390) | 6,167,901 | 6,914,378 |
| San Manuel Fire | 1,755 | 0.71% | 82,901 | (1,237) | 81,665 | 106,892 |
| Victorville Fire Dist. | 24,282 | 9.78% | 1,147,022 | (17,108) | 1,129,914 | 1,280,997 |
| Baker Ambulance | 815 | 0.33% | 38,498 | (574) | 37,924 | 37,924 |
| County Road Dept. | 253 | 0.10% | 11,951 | (178) | 11,772 | 11,772 |
| AMR | | | - | - | - | 4,154 |
| Total | 248,378 | 100.00% | \$ 11,732,771 | \$ (175,000) | \$ 11,557,771 | \$ 14,083,770 |
| | | | | | | \$ 46.53 |

| CONFIRE REVENUE FUND SUMMARY | | | | | |
|---|-----------------------|------------------------|------------------------|-----------------------|-----------------------------------|
| FUND | 2021-22 Actual | 2022-23 Adopted | 2022-23 Revised | 2023-24 Budget | % of Change 2022-23 Budget |
| 5008 Operations Fund | | | | | |
| Revenue from Other Govt Entities | \$ 11,547,029 | \$ 12,828,561 | \$ 12,239,937 | \$ 14,083,770 | 15% |
| Revenue from Ambulance Service | | | | \$ 175,000 | 0% |
| Interest Decrease of Net Value | (62,197) | | | | 0% |
| Residual Transfer In/Out | 1,440 | | | | 0% |
| | \$ 11,486,272 | \$ 12,828,561 | \$ 12,239,937 | \$ 14,258,770 | 16% |
| 5009 Equipment Reserve Fund | | | | | |
| Revenue from Other Govt Entities | \$ 667,440 | \$ 614,279 | \$ 614,279 | \$ 583,124 | -5% |
| Interest | (43,517) | | | | 0% |
| Residual Transfer In/Out | | | | | 0% |
| Other: Fund Balance | | 0 | 0 | 621,000 | 0% |
| | \$ 623,923 | \$ 614,279 | \$ 614,279 | \$ 1,204,124 | 96% |
| 5010 General Reserve Fund | | | | | |
| Revenue from Other Govt Entities | \$ - | \$ - | \$ - | \$ - | 0% |
| Revenue from Grants | 745,986 | 1,050,000 | 1,914,235 | 1,615,346 | -16% |
| Interest | (107,755) | | | | 0% |
| Residual Transfer In/Out | 174,337 | 469,687 | 1,058,311 | | -100% |
| Other: Fund Balance | 14,490 | | | 71,200 | 0% |
| | \$ 827,058 | \$ 1,519,687 | \$ 2,972,546 | \$ 1,686,546 | -43% |
| 5011 Term Benefits Reserve Fund | | | | | |
| Revenue from Other Govt Entities | \$ 222,861 | \$ 225,177 | \$ 225,177 | \$ 228,522 | 1% |
| Interest | (24,892) | | | | 0% |
| Residual Transfer In/Out | 71,813 | | | | 0% |
| Other: Fund Balance | | | | | 0% |
| | \$ 269,782 | \$ 225,177 | \$ 225,177 | \$ 228,522 | 1% |
| 5019 CAD to CAD Special Revenue Fund | | | | | |
| Revenue from Other Govt Entities | \$ 470,400 | \$ 740,000 | \$ 740,000 | \$ 205,163 | -72% |
| Revenue from Grants | | 117,088 | \$ 117,088 | \$ 388,431 | 232% |
| Interest | (3,040) | | | | 0% |
| Residual Transfer In/Out | 825,663 | 22,125 | 22,125 | 29,689 | 34% |
| Other: | 48,000 | | | | 0% |
| | \$ 1,341,024 | \$ 879,213 | \$ 879,213 | \$ 623,283 | -29% |
| 5020 Emergency Medical Service (EMS) Enterprise Fund | | | | | |
| Revenue from Other Govt Entities | \$ - | \$ - | \$ 82,795 | | 0% |
| Revenue from Grants | | | | | 0% |
| Interest | | | 259 | | 0% |
| Residual Transfer In/Out | | | 1,000,000 | | 0% |
| Other: Fund Balance | | | | (58,000) | 0% |
| | \$ - | \$ - | \$ 1,083,054 | \$ (58,000) | 0% |



CONFIRE





CONFIRE

CONFIRE AGENCY'S REVENUE SHEET FISCAL YEAR 2024

| Department / District | % of Call Volume 2021 | CONFIRE Operating Fund (5008) | Ambulance Dispatch Service (5008) | Total Equipment Replacement (5009) | FISCAL YEAR 2024 Operating & Equipment Costs | 5% Contract/ JPA Buy In Charge (5011) | CAD to CAD Fund (5019) | FISCAL YEAR 2024 Total Costs |
|-------------------------|-----------------------|-------------------------------|-----------------------------------|------------------------------------|--|---------------------------------------|------------------------|------------------------------|
| Apple Valley | 5.21% | 705,781 | 9,121 | 29,079 | \$ 743,981 | 78,596 | | \$ 822,577 |
| Big Bear | 1.55% | 314,513 | 2,710 | 12,365 | \$ 329,588 | 13,626 | | \$ 343,214 |
| Chino Valley | 5.47% | 775,104 | 9,571 | 25,379 | \$ 810,054 | | | \$ 810,054 |
| Colton | 3.10% | 586,452 | 5,421 | 48,745 | \$ 640,618 | | | \$ 640,618 |
| Loma Linda | 1.77% | 344,908 | 3,094 | 10,993 | \$ 358,995 | | | \$ 358,995 |
| Montclair | 1.89% | 254,016 | 3,314 | 10,304 | \$ 267,634 | 13,382 | | \$ 281,016 |
| Rancho Cucamonga | 7.24% | 987,237 | 12,674 | 33,501 | \$ 1,033,412 | | | \$ 1,033,412 |
| Redlands | 4.55% | 815,368 | 7,962 | 49,200 | \$ 872,530 | | | \$ 872,530 |
| Rialto | 4.71% | 878,973 | 8,251 | 66,903 | \$ 954,127 | | | \$ 954,127 |
| Running Springs | 0.23% | 65,301 | 394 | 1,554 | \$ 67,249 | | | \$ 67,249 |
| San Bernardino Cty Fire | 53.37% | 6,914,377 | 93,391 | 244,459 | \$ 7,252,227 | | | \$ 7,252,227 |
| San Manuel | 0.71% | 106,892 | 1,237 | 3,563 | \$ 111,692 | 5,585 | 21,620 | \$ 138,897 |
| Victorville | 9.78% | 1,280,997 | 17,108 | 45,109 | \$ 1,343,214 | 114,505 | | \$ 1,457,719 |
| Needles Ambulance | 0.33% | 37,924 | 574 | 1,503 | \$ 40,001 | 2,000 | | \$ 42,001 |
| County Road Dept | 0.10% | 11,773 | 178 | 467 | \$ 12,418 | 621 | | \$ 13,039 |
| AMR | | 4,154 | 0 | 0 | \$ 4,154 | 208 | | \$ 4,362 |
| TOTAL REVENUE | 100% | \$ 14,083,770 | \$ 175,000 | \$ 583,124 | \$ 14,841,894 | \$ 228,523 | \$ 21,620 | \$ 15,092,037 |