



**ADMINISTRATIVE COMMITTEE MEETING
MINUTES**

THURSDAY, APRIL 8, 2021

1:30 P.M.

ZOOM

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Tim McHargue/Chairperson, Colton Fire
Chief Ivan Rojer/Vice-Chairperson, Rancho Cucamonga Fire
Chief James Peratt, Apple Valley Fire Protection District
Chief Tim Shackelford, Chino Independent Fire District
Chief Dan Harker, Loma Linda Fire
Chief Jim Topoleski, Redlands Fire
Chief Brian Park, Rialto Fire
Chief Dan Munsey, San Bernardino County Fire

SUPPORT STAFF

Art Andres, Director
Tim Franke, Dispatch Manager
Yvette Calimlim, Business Management Analyst
Kristen Anderson, Assistant Dispatch Manager
Thomas Clark, MIS Supervisor
Liz Berry, Admin. Secretary I

GUESTS

Chief Jeff Armstrong, Victorville Fire Department
Chief Tim Bruner, Loma Linda Fire
Rana Gilani
Michael Heifetz
Nicholas Dunigan-First Due
Ronnie Smith, First Due
Travis Hollis, First Due
Andres Huber, First Due
Rami El-Choufani, First Due

I. CALL TO ORDER

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

II. PUBLIC COMMENT

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

III. CONSENT ITEMS

The following item is considered routine and non-controversial. An item may be removed by a Committee member or member of the public for discussion and appropriate action.

- 1. Approve Administrative Committee Minutes of March 23, 2021 (**Attachment A**)

2. Action on Consent

Motion to accept item A.

Motion by: Chief Dan Munsey

Second by: Chief Dan Harker

Chief Tim McHargue-Yes

Chief Ivan Rojer-Abstain

Chief James Peratt-Yes

Chief Tim Shackelford-Yes

Chief Jim Topoleski, Redlands Fire-Yes

Chief Brian Park, Rialto Fire-Yes

7-Yes

1-Abstain

Motion Approved

IV. DIRECTOR REPORT

V. COMMITTEE REPORTS

VI. DISCUSSION ITEMS

3. Old Business

a. First Due Presentation

Nicholas Dunigan with First Due provided a recap to the Administrative Committee, presented a functional proposal review, general implementation overview and reviewed the scope of work. Included in the regional proposal are pre-incident planning, community engagement, mobile response, and inspection modules.

6. New Business

a. Universal Pre-Plan Application (**Action Item**)

Motion to explore purchasing a software system which will allow universal access to pre-plan information within and across jurisdictional boundaries.

*Motion by: Chief Dan Munsey
Second by: Chief Tim McHargue
Chief Ivan Rojer-Yes
Chief James Peratt-Yes
Chief Tim Shackelford-Yes
Chief Dan Harker-Abstain
Chief Jim Topoleski, Redlands Fire-Abstain
Chief Brian Park, Rialto Fire-Yes
6-Yes
2-Abstain*

Motion Approved

VII. CLOSED SESSION

VIII. ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

*Motion by: Chief Ivan Rojer
Second by: Chief Brian Park
Ayes: 8
Noes: 0*

The meeting adjourned at 14:14.

Upcoming Meeting:

Next Regular Meeting: April 27, 2021 at 1:30 p.m. location to be determined.



OPERATIONS FUND 5008
MONTHLY SUMMARY FY 2020/21

Transactions thru March 31, 2021

Expenditures	3 PP						Total YTD	2020/21 Budget	Bud - Exp	% Used			
	July	Aug	Sep	Oct	Nov	Dec							
Salary/Benefits	703,250	500,928	528,753	527,455	518,203	774,990	500,670	499,399	494,972	5,048,619	7,763,114	\$2,714,495	65.0%
Overtime/Call Back	36,039	24,901	27,203	25,540	24,806	42,257	28,451	24,401	25,878	259,477	330,565	\$71,088	78.5%
Phone/Circuits/Internet	57,606	23,347	56,744	39,690	54,826	67,988	72,486	28,985	88,088	489,681	538,049	\$48,368	91.0%
County (S/D) Data Services/Counsel	-	6,866	1,635	1,539	3,188	3,494	13,979	(3,889)	3,164	29,976	61,761	\$31,785	48.5%
Radio/Pager, Console Maint	-	39,459	39,459	43,114	39,581	40,125	39,659	39,686	39,731	320,714	483,541	\$162,827	66.3%
Computer Software	185,678	459,075	201,684	3,268	6,558	144	(3,270)	28,520	541,828	1,423,483	1,421,299	(\$2,184)	100.2%
Computer Hardware	-	167,089	(185,069)	787	288	162	-	(105,756)	(105,436)	3,556	18,450	\$14,894	79.3%
Office Exp/Copier Lease	5,058	3,528	3,122	3,731	4,904	3,043	2,543	10,005	4,235	40,168	71,044	\$30,876	56.5%
Insurance/Auditing	18,936	-	21,213	11,322	-	2,985	2,985	-	-	54,466	37,600	(\$16,866)	144.9%
Payroll/HR/Medical Director	5,001	65,524	3,839	18,655	2,350	2,928	(9,266)	3,598	2,304	94,532	232,850	\$137,918	40.8%
Travel/Training	300	9,396	(891)	943	2,502	200	1,066	3,542	85	17,143	65,000	\$47,857	26.4%
Auto/Structure/Fuel	-	2,010	2,115	1,060	9,977	7,722	(4,023)	(5,941)	1,906	14,826	22,900	\$8,074	64.7%
Other/HUDCC Rent/Equip Trans	22,218	35,060	28,692	2,669	27,340	14,340	13,693	46,796	14,781	205,910	216,649	\$10,839	95.0%
Total	1,034,086	1,357,204	728,479	679,572	694,523	957,591	658,994	780,868	1,111,535	8,002,851	11,282,822	\$3,259,971	75.0%

Revenue	3 PP						Total YTD	2020/21 Budget	Difference	% Used			
	July	Aug	Sep	Oct	Nov	Dec							
Services	-	2,713,004	-	2,761,819	248	-	2,792,485	(7,908)	-	8,259,828	11,101,465	\$2,841,837	74%
Interest	(61)	(12,712)	-	11,089	-	-	7,511	-	-	18,600	-	(\$18,600)	-
Other	(61)	(1,018)	(56,635)	-	-	-	(1,702,261)	1,000	-	(1,758,975)	-	\$1,758,975	59%
Total	12,651	2,699,273	(56,635)	2,772,908	248	-	1,097,715	(6,908)	-	6,519,253	11,101,465	\$4,582,212	59%




**CONFIRE**

Fund Balance Report FY 2020-2021

		Fund Balance As Of 03/31/21
Operations Fund (5008)		
Audited Fund Balance 7/1/20	* \$	2,906,494
Revenue	8,221,514	
Expenditures	<u>(8,002,851)</u>	
Net		218,663
Transfers Out to 5010	(1,250,000)	
Transfers Out to 5011	<u>(452,261)</u>	
Net Transfers In/Out		<u>(1,702,261)</u>
Fund Balance as of 03/31/21	\$	1,422,896
<i>*FY 2020-21 Operating costs 10% is \$1,110,147 Per Board Policy</i>		
Equipment Reserve Fund (5009)		
Audited Fund Balance 7/1/20	\$	2,090,834
Revenue	334,639	
Expenditures	(295,056)	
Net		39,583
Fund Balance as of 03/31/21	\$	2,130,417
General Reserve Fund (5010)		
Audited Fund Balance 7/1/20	* \$	5,212,728
Revenue - Membership/Interest	50,047	
Revenue - Grant	648,967	
Expenditures	<u>(1,263,567)</u>	
Net		(564,553)
Residual Equity Transfer In	<u>1,250,000</u>	
Net Transfers In/Out		<u>1,250,000</u>
Fund Balance As Of 03/31/21	\$	5,898,175
Reserve for CIP	(2,000,000)	
EMD Optimization (ECNS) Project	(250,000)	
Net Committed		<u>(2,250,000)</u>
Available Fund Balance	\$	4,212,728
<i>*FY 2020-21 Operating costs 25% is \$2,224,736 Per Board Policy</i>		
Term Benefits Reserve Fund (5011)		
Audited Fund Balance 7/1/20	\$	755,024
Revenue	89,737	
Expenditures		
Net		89,737
Transer Comp. Absence From 5008	67,272	
Unfunded Liability	384,989	
Net Transfers In/Out		<u>452,261</u>
Fund Balance as of 03/31/21	\$	1,297,022

ATTACHMENT C1



CONFIRE

Call Summary

CONFIRE/Comm Center

1743 W Miro Way
Rialto, CA 92376

County: San Bernardino

Year: 2020

From: 1/1/2021

To: 3/31/2021

Period: Month

Group: All

Call Type: Include Abandoned

Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-21	19569	65	19634	0.33%	14978	989	15967	20246	9203	2303	31752	67353	100
Feb-21	15820	65	15345	0.42%	13030	938	13968	16156	8140	1809	26105	55418	98.5
Mar-21	16681	140	16821	0.83%	14960	1119	16079	17013	11824	2652	30949	63849	117.7
2021 Totals	51530	270	51800	0.52%	42968	3046	46014	53415	28627	6764	88806	186620	105.6
2020 Totals	47759	207	47966	0.43%	35433	1474	36907	47034	35487	571	83093	167966	103.9

ATTACHMENT C2



PSAP Answer Time

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

Month - Year: 1/1/2021 - 3/31/2021
 Agency Affiliation: Fire

From: 1/1/2021
 To: 3/31/2021
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Call Type: 911 Calls

CONFIRE

Call Hour	Answer Times In Seconds							
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2021 Total	17,242	962	520	613	203	91	3	19,634
% answer time ≤ 10 seconds	87.82%	4.90%	2.65%	3.12%	1.03%	0.46%	0.02%	100.00%
% answer time ≤ 15 seconds	92.72%							
% answer time ≤ 40 seconds	98.49%							
February 2021 Total	13,431	779	391	474	172	93	6	15,346
% answer time ≤ 10 seconds	87.53%	5.08%	2.55%	3.09%	1.12%	0.61%	0.03%	100.00%
% answer time ≤ 15 seconds	92.60%							
% answer time ≤ 40 seconds	98.24%							
March 2021 Total	14,942	768	452	430	145	78	6	16,821
% answer time ≤ 10 seconds	88.83%	4.57%	2.69%	2.56%	0.86%	0.46%	0.04%	100.00%
% answer time ≤ 15 seconds	93.40%							
% answer time ≤ 40 seconds	98.64%							
Year to Date 2021 Total	45,615	2,509	1,363	1,517	520	262	14	51,800
% answer time ≤ 10 seconds	88.06%	4.84%	2.63%	2.93%	1.00%	0.51%	0.03%	100.00%
% answer time ≤ 15 seconds	92.90%							
% answer time ≤ 40 seconds	98.46%							
Year to Date 2020 Total	41,816	2,561	1,297	1,528	488	260	16	47,966
% answer time ≤ 10 seconds	87.18%	5.34%	2.70%	3.19%	1.02%	0.54%	0.03%	100.00%
% answer time ≤ 15 seconds	92.52%							
% answer time ≤ 40 seconds	98.41%							

CONFIRE Billable Incidents

Period: 03/01/2021 thru 03/31/2021

Jurisdiction	# of Incidents	% of Total
San Bernardino County	9,993	53.19%
VictorvilleFD	1,806	9.61%
RanchoCucamonga	1,286	6.85%
ChinoValleyFD	1,006	5.36%
AppleValley	1,002	5.33%
Redlands	939	5.00%
Rialto	910	4.84%
Colton	567	3.02%
MontclairFD	354	1.88%
Big Bear Fire	325	1.73%
Loma Linda	321	1.71%
San Manuel FD	139	0.74%
Baker Ambulance	67	0.36%
Running Springs	54	0.29%
Road Department	17	0.09%
Total	18,786	100%
BDC Division	# of Incidents	% of Total
East Valley	3,387	33.89%
Fontana	1,566	15.67%
Valley	1,331	13.32%
Hesperia	975	9.76%
South Desert	960	9.61%
North Desert	956	9.57%
Mountain	398	3.98%
Adelanto	397	3.97%
Hazmat	23	0.23%
Total	9,993	100%



CONFIRE

STAFF REPORT

DATE: 04/16/2021

**FROM: Art Andres, Director
Yvette Calimlim, Administrative/Support Manager**

TO: CONFIRE Administrative Chiefs Committee

SUBJECT: Approve Purchase of Procurement Database

RECOMMENDATION

Approve signing a two-year agreement with **Procurify** to purchase a new procurement database.

BACKGROUND

MIS, in collaboration with the Fiscal Unit, requested demonstrations from qualified vendor with expertise in procurement databases. Procurify is the most qualified vendor to provide the subject service.

Procurify is able to provide a user-friendly and centralized purchasing platform. It allows the Fiscal Unit to track expenditures against budget and code expenditures to multiple line items. The system will also allow flexible workflows, allows the PO to be sent automatically to the vendors, allows POs to be changed without creating a new request, and support custom reports. Our current procurement software, KissFlow, is unable to support the needs of the Fiscal Unit or provide such flexibility needed for growth.

FINANCIAL IMPACT

Approval of this item will allow the use of CONFIRE's Operations Fund (5008) to replace the procurement database. The yearly cost for Procurify is \$8,400. This is an increase of \$7,050 compared to the current procurement database, KissFlow. The increase in cost will be offset by the removal of the universal applications such as Dell EMC Data Domain 2500 (\$7,000) and Dell EMC AVE Avamar (\$4,500).

[Product](#) ▾[Customers](#) ▾[Company](#) ▾[Resources](#) ▾[LOG IN](#)[WATCH A DEMO](#)[1-888-463-5254](#)

Subscription Services Agreement

*These Terms were last updated on **August 13, 2020**.*

This Subscription Services Agreement (together with the Order Form signed by Procurify and the Customer, the “**Agreement**”) is an agreement between the company or other legal entity that has executed an Order Form (the “**Customer**”) and Procurify Technologies Inc. (“**Procurify**”, Procurify and Customer, the “**Parties**” and each, a “**Party**”), and is entered into the earlier of: (a) the date Customer first uses any part of the Platform; and (b) the date Customer agrees to be bound by this Agreement (the “**Effective Date**”)

BY USING THE PLATFORM (INCLUDING THE WEBSITE), CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, ACCEPTS AND AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 15(K). IF CUSTOMER DOES NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, CUSTOMER WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE PLATFORM. CUSTOMER REPRESENTS AND WARRANTS TO PROCURIFY THAT CUSTOMER HAS THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT. IF CUSTOMER IS USING THE PLATFORM ON BEHALF OF ANOTHER PERSON, CUSTOMER HEREBY REPRESENTS AND WARRANTS TO PROCURIFY THAT CUSTOMER HAS THE AUTHORITY TO BIND SUCH PERSON TO THIS AGREEMENT.

1. Definitions

- (a) **“Confidential Information”** has the meaning set out in Section 11(a).
- (b) **“Customer Data”** means any data, information, content, records, and files that Customer (or any of its Users) loads, receives through, transmits to or enters into the Platform or otherwise provides to Procurify, including any and all intellectual property rights in any of the foregoing.
- (c) **“De-Identified Data”** means all Customer Data that is not Personal Information.
- (d) **“Documentation”** means the Onboarding Business Requirement document as signed by Procurify and the Customer during the onboarding process.
- (d) **“Fees”** has the meaning set out in Section 10.
- (e) **“Modifications”** means modifications, improvements, customizations, updates, enhancements, aggregations, compilations, Derivative Works, translations, adaptations and results from processing in any form or medium, and **“Modify”** has a corresponding meaning.
- (f) **“Order Form”** means the document signed by both Customer and Procurify setting out the number of Users and Fees for the Services.
- (g) **“Personal Information”** means information about an identifiable individual.
- (h) **“Platform”** means: (i) the software, hardware, and systems used by Procurify to host and make available the Services; and (ii) the Website.
- (i) **“Privacy Policy”** has the meaning set out in Section 7.
- (j) **“Professional Services”** means all implementation and training services.
- (k) **“Property”** has the meaning set out in Section 3.
- (l) **“Recipient”** has the meaning set out in Section 11(a).
- (m) **“Services”** means the services provided by the Procurify products hosted on the Website, which provides streamlined purchasing processes for businesses, including integrated to carry out and document requests, approval, purchases, receipt and payment

for purchases.

(n) **“Term”** has the meaning set out in Section 14(a).

(o) **“Training Program”** means the Procurify training program for new customers which includes: (i) an onboarding call [or email] introducing Procurify’s Customer Success Manager and establishing a time frame for go-live; (ii) setup of account and configuration acceptance; and (iii) training session for Users.

(p) **“User”** has the meaning set out in Section 8(a).

(q) **“Website”** means any websites used by Procurify to provide the Services, including the website located at www.procurify.com and the associated mobile app(s).

2. Platform

(a) Provisioning of the Platform. Subject to Customer’s compliance with the terms and conditions of this Agreement, Procurify will make the Platform available to Customer on the terms and conditions set out in this Agreement.

(b) Limitation, Suspension, or Termination of Access; Platform Upgrades and Scheduled Downtime. Procurify may, at its discretion and without notice: (i) suspend, terminate, or limit Customer’s access to or use of the Platform or any component thereof; or (ii) Modify the Platform. Procurify will use commercially reasonable efforts to provide reasonable advance notice of such suspension, termination, or limitation.

3. Reservation of Rights

Procurify expressly reserves all rights, title, and interest in, and Customer will not acquire any right, title or interest in: (i) the Platform (or any part thereof) and any other materials or content provided by Procurify under this Agreement, including any and all Modifications to any of the foregoing; and (ii) all intellectual property rights in any of the foregoing (clauses (i) and (ii) are collectively, the **“Property”**). All right, title and interest in the Property will remain with Procurify (or Procurify’s third party suppliers, as applicable). For greater certainty, while the Property is made available to the Customer pursuant to Section 2 of this Agreement, the Property is not **“sold”** to Customer.

4. Third Party Services

(a) **Non-Procurify Services.** Customer may choose to integrate or otherwise use the Services with other services not provided by Procurify (“Non-Procurify Services”). Non-Procurify Services are provided by third parties and subject to third parties’ terms. By using Non-Procurify Services, Customer agrees to comply with such third party terms and agrees to indemnify Procurify for any damages, fines or losses arising as a result of, or related to, Customer’s failure to comply with such terms. Procurify takes no responsibility for Non-Procurify Services, makes guarantees as to their accessibility and performance, and, to the fullest extent permitted by law, will not be liable to Customer or any other person for any damages, fines or losses arising out of the use of Non-Procurify Services. Procurify reserves the right to suspend the Services to the extent that customer does not comply with third party terms, or any other terms applicable to the Non-Procurify Services.

(b) **Procurify Pay.** The Procurify Pay service allows users to submit a request through the Platform for certain funds to be added to a designated Stripe debit card through an integration with Stripe. Any services provided by Stripe pursuant to any such request are Non-Procurify Services (as defined above). Customer is responsible for reviewing and verifying any such requests that are fulfilled by Stripe to confirm that they have been fulfilled correctly and Procurify will not be responsible for any damages, losses, penalties, or expenses that result from Customer’s failure to do so.

(c) **Beta Testing.** Customer may be selected and subsequently choose to participate in testing new Platform features. Such features will be identified as “beta” or words or phrases with a similar meaning (each, a “Beta Product”). Customer acknowledges and agrees that Beta Products are provided “as-is” without any warranty or guarantee of any kind. Customer is encouraged to report any faults or feedback relating to Beta Products to Procurify.

5. Professional Services

To the extent that any Procurify training services, implementation services, or other professional services are listed in the Order Form, Procurify will perform such services in accordance with this Agreement and the [Professional Services Addendum](#). The Professional Services Addendum is hereby incorporated by reference and forms part of this Agreement.

6. Customer Data

Procurify has implemented and will maintain commercially reasonable organizational and technical safeguards to protect Customer Data against unauthorized access, use or disclosure of Customer Data in accordance with the [Security Overview](#) which is hereby incorporated by reference and forms part of this Agreement. Customer will retain ownership of all Customer Data. Procurify may use Customer Data to perform its obligations (including providing services) and exercise its rights in this Agreement. Procurify may also collect, generate and use De-Identified Data for the purposes of operational metrics and product development, provided that such De-Identified Data is in aggregate form only and does not identify Customer or the identity of a customer's users, vendors or customers.

If Customer subscribes to a free account offered by Procurify or if Customer's account is suspended, Customer acknowledges that any data Customer enters into the Platform may be permanently lost and not recoverable.

7. Privacy

Customer agrees (on Customer's behalf and on behalf of each User) to Procurify's access, use, collection, storage and disclosure of Customer's and each User's Personal Information for the purposes authorized under this Agreement. Customer understands that Personal Information, including the Personal Information of Users, will be treated in accordance with Procurify's [privacy policy](#) (the "Privacy Policy"). The Privacy Policy is hereby incorporated by reference and forms part of this Agreement.

8. Customer User Account; Use Restrictions

(a) **Customer User Account.** Upon Customer's request, Procurify will issue an account (a "Customer User Account") to Customer for use by individuals who are employees or contractors of Customer that Customer wishes to have access to and use of the Platform (each, a "User"). Customer will ensure that Users only use the Platform through the Customer User Account. Customer will not allow Users to share the Customer User Account with any other person. Customer will promptly notify Procurify of any actual or suspected unauthorized use of the Platform. Procurify reserves the right to suspend, deactivate, or replace the Customer User Account if it determines that the Customer User Account may have been used for an unauthorized purpose or if Customer fails to pay any

Fees within 30 days following the date that the applicable Fees have become due.

(b) Use Restrictions. Customer acknowledges and agrees that it is responsible for the compliance by all Users with this Agreement, any guidelines and policies published by Procurify from time to time, and the activities of all Users on the Platform. Without limiting the generality of any of the foregoing, Customer will not, and will not permit any other person (including any Users) to:

(i) use the Platform to send, upload, collect, transmit, store, use, disclose or process, or ask Procurify to obtain from third parties or perform any of the above with respect to, any Customer Data:

(A) that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;

(B) that Customer or the applicable User does not have the lawful right to send, upload, collect, transmit, store, use, disclose, process, copy, transmit, distribute and display;

(C) that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or

(ii) disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Platform (e.g., a denial of service attack);

(iii) attempt to gain unauthorized access to the Platform;

(iv) use any data mining, robots, or similar data gathering or extraction methods, or copy, Modify, reverse engineer, reverse assemble, disassemble, or decompile the Platform or any part thereof or otherwise attempt to discover any source code, except as expressly provided for in this Agreement;

(v) use the Platform for the purpose of building a similar or competitive product or service; or

(vi) use the Platform other than as permitted by this Agreement.

9. Email and Web Support

Customer will generally have access to support services generally made available by Procurify to its Customers, as described in the [Support Level Agreement](#), as modified by Procurify from time to time. Without limiting Procurify's other rights, Procurify may suspend Customer's access to the support services upon notice if Customer has not paid any Fees within 30 days of the date that such Fees become due.

10. Fees; Payment; Refund Policy

(a) Fees. Customer will pay to Procurify the applicable fees set out in the Order Form (the "Fees") during the Term in accordance with the payment terms set out herein and in the Order Form. If Customer's usage exceeds the service capacity set forth on an Order Form or otherwise requires the payment of additional fees (pursuant to the terms of this Agreement), Customer will be billed for such usage in accordance with Procurify's then-current rates and Customer will pay the additional fees in accordance with this Agreement. Unless otherwise noted on an Order Form, all Fees are identified in US dollars and are payable in advance.

(b) Invoicing. Procurify will prepare and send to the Customer, at the then-current contact information on file with Procurify, an invoice for any Fees that have become due and payable. Unless otherwise expressly stipulated in the Order Form, Customer will pay all invoiced amounts within 30 calendar days of the invoice date. Without limiting Procurify's other rights, Procurify may suspend Customer's access to the Platform and any related services upon notice if Customer has not paid any Fees within 30 days of the date that such Fees become due.

(c) Disputed Invoices or Charges. If Customer believes Procurify has charged or invoiced Customer incorrectly, Customer must contact Procurify no later than 30 days after having been charged by Procurify or receiving such invoice in which the error or problem appeared in order to receive an adjustment or credit. In the event of a dispute, Customer will pay any disputed amounts in accordance with the payment terms herein, and the Parties will discuss the disputed amounts in good faith in order to resolve the dispute.

(d) Late Payment. Customer may not withhold or "setoff" any amounts due under this Agreement. Procurify reserves the right to suspend Customer's access to the Services until all due amounts are paid in full. Any late payment will be increased by the costs of

collection (if any) and will incur interest at the rate of two percent (2%) compounded monthly (26.82% annually), or the maximum legal rate (if less) per month or fraction thereof, plus all expenses of collection, until fully paid.

(e) **Certain Taxes.** The Fees set out in this Agreement do not include applicable sales, use, gross receipts, value-added, GST or HST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions contemplated in connection with this Agreement, and Customer will pay, indemnify and hold harmless Procurify from same, other than taxes based on the net income or profits of Procurify.

(f) **Refund Policy.** If Procurify removes any material functionality described in the Order Form from the Platform, Customer may, upon providing notice to Procurify within 30 days of such removal, request a refund pursuant to this Section. To submit a refund request, Customer shall (i) reference this Section; and (ii) submit a support request, in writing, describing the material removal of functionality and how it has affected Customer's operations. If Procurify is unable to make available equivalent functionality in the Platform within 30 days of such request, then Customer may, as its sole remedy, terminate the applicable Term and receive a refund of any prepaid, unused subscription fees (except for any applicable professional service fees) paid to Customer for the unused period of any such terminated Term. Notwithstanding the foregoing, this warranty shall not apply to any deficiency due to any modification or defect that is made or caused by someone other than Procurify.

(g) **Payment by Credit Card.** By providing credit card billing information to Procurify, Customer authorizes Procurify to charge such credit card for Fees and any other payment to be made under this Agreement by the applicable date that such payment becomes due.

11. Confidential Information

(a) **Definitions.** For purposes of this Agreement, a Party receiving Confidential Information (as defined below) will be the "**Recipient**" and the Party disclosing such information will be the "**Discloser**" and "**Confidential Information**" means any and all information of Discloser disclosed by Discloser to Recipient or otherwise coming into the possession of Recipient during the Term that is marked as "confidential" or that a reasonable person would understand to be confidential; provided that Discloser's Confidential Information does not include, except with respect to Personal Information: (i) information already known or

independently developed by Recipient outside the scope of this relationship by personnel not having access to any Discloser's Confidential Information; (ii) information that is publicly available through no wrongful act of Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations. Notwithstanding the foregoing the terms and conditions of this Agreement and all Property (including any part thereof), whether marked as "confidential" or not, will be Procurify's Confidential Information and will not be Customer's Confidential Information.

(b) Confidentiality Covenant. Recipient hereby agrees that during the Term and at all times thereafter it will not: (i) disclose such Confidential Information of the Discloser to any person, except to its own personnel or affiliates having a "need to know" and that have entered into written agreements no less protective of such Confidential Information than this Agreement, and to such other recipients as the Discloser may approve in writing; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient will be deemed to have discharged its confidentiality obligations under this Section 11 (Confidential Information) if Recipient uses the same degree of care in safeguarding the Confidential Information of Discloser as it uses in protecting its own confidential information of a similar nature from unauthorized disclosure.

(c) Exceptions to Confidentiality. Notwithstanding Section 11(b), Recipient may disclose Discloser's Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; (ii) to its employees, accountants, internal and external auditors, legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services related to Procurify's business; or (iii) in the case of Procurify, to potential assignees, acquirers or successors of Procurify if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of Procurify.

12. Warranty; Disclaimer; Indemnity

(a) Customer Warranty. Customer represents and warrants to, and covenants with

Procurify that the Customer Data will only contain Personal Information in respect of which Customer has provided all notices and disclosures (including to each User), obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by applicable laws, to enable Procurify to provide the Services, including with respect to the collection, storage, access, use, disclosure and transmission of Personal Information, including by or to Procurify and to or from all applicable third parties.

(b) GENERAL DISCLAIMER. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROCURIFY HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PROCURIFY DOES NOT WARRANT THAT THE PLATFORM (OR ANY PART THEREOF) WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, PROCURIFY EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE PLATFORM (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

(c) Indemnity. Customer shall defend and indemnify Procurify and its affiliates (and their respective directors, employees, representatives, agents, and contractors) from and against all damages, losses, penalties, and expenses (including legal expenses) arising out of or related to any third party claim, suit, or proceeding based on the Customer Data or its use by Procurify as permitted in this Agreement. Procurify shall defend and indemnify Customer and its affiliates (and their respective directors, employees, representatives, agents, and contractors) from and against all damages, losses, penalties, and expenses (including legal expenses) arising out of or related to any third party claim, suit, or proceeding based on such third party's allegation that Customer's use of the Platform in accordance with this Agreement infringed such third party's intellectual property rights, provided that Procurify will have no responsibility under this Section to the extent that such infringement was caused by changes or components, added, made or requested by Customer or if Customer fails to cease use of the Platform following Procurify's notice to

Customer that an infringement allegation has been made or is likely to be made.

13. Limitation of Liabilities

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

(a) AMOUNT. EXCEPT FOR DAMAGES OR LOSSES CAUSED BY A PARTY'S INTENTIONAL MISCONDUCT IN WHICH CASE TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED \$1,000,000.00, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER IN THE PRIOR 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. IN NO EVENT WILL PROCURIFY'S THIRD PARTY SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT

(b) TYPE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL; (III) BUSINESS INTERRUPTION; (IV) ANY COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (V) PERSONAL INJURY OR DEATH; OR (VI) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

14. Term and Termination

(a) Term. This Agreement will commence on the Effective Date and continue for the period set out in the Order Form. The agreement will automatically renew for successive 12-month periods (each, a "Renewal Period") unless either party gives the other written notice of non-renewal at least 60 days in advance of renew date or the contract is

terminated according to Section 14(b) (collectively, the initial term and any renewal term are the "Term"). Procurify may increase the Fees during any Renewal Period upon at least 90 days' prior notice to Customer, provided that Procurify will not increase the Fees during a Renewal Period by more than 7% unless otherwise agreed by the Parties in writing. For avoidance of doubt, the foregoing does not limit any permitted Fee increases during the Term pursuant to Section 10(a).

(b) Termination for Cause. Either Party may, in addition to other relief, terminate this Agreement if the other Party commits a material breach of any provision of this Agreement and fails within 30 days after receipt of notice of such breach to correct such material breach or to commence corrective action reasonably acceptable to the aggrieved Party and proceed with due diligence to completion, in each case unless the material breach is not capable of being cured.

(c) Survival. The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement for any reason: Section 3 (Reservation of Rights), Section 6 (Procurify's Right to Use Customer Data), Section 11 (Confidential Information), Section 12 (Warranty; Disclaimer; Indemnity), Section 13 (Limitation of Liabilities), Section 14(c) (Survival), and Section 15 (General Provisions).

15. General Provisions

(a) Publicity. Procurify may refer to Customer as being a customer of Procurify and may use Customer's corporate name and logo for this purpose, subject to Customer's standard trademark usage policies as provided to Procurify from time-to-time. Customer may withdraw permission at any time by providing written notice to Procurify by email to legal@procurify.com

(b) Notices. Notices sent to either Party will be effective when delivered in person or by email, one day after being sent by overnight courier, or two days after being sent by first class mail postage prepaid to the official contact designated by the Parties and immediately after being received by the other Party's server. Notices must be in writing and sent: (i) if to Procurify, to the following addresses:

300-455 Granville Street

Vancouver**British Columbia, V6C 1T1**

and (ii) if to Customer, to the current postal or email address that Procurify has on file with respect to Customer. Procurify may change its contact information by posting the new contact information on the Website or by giving notice thereof to Customer. Customer is solely responsible for keeping its contact information on file with Procurify through the Platform current at all times during the Term.

(c) Assignment. Customer will not assign this Agreement to any third party without Procurify's prior written consent. Procurify may assign this Agreement or any rights under this Agreement to any third party without Customer's consent. Any assignment in violation of this Section will be void. This Agreement will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.

(d) Choice of Law. This Agreement and any action related thereto will be governed by and construed in accordance with the substantive laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The Parties will initiate any lawsuits in connection with this Agreement in Vancouver, British Columbia, Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

(e) Construction. Except as otherwise provided in this Agreement, the Parties' rights and remedies under this Agreement are cumulative. The term "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect. The terms "consent" or "discretion", when used in respect of Procurify in this Agreement means the right of Procurify to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision to Customer.

(f) Force Majeure. Neither Party will be liable for delays caused by any event or circumstances beyond Procurify's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, epidemic, strikes or other labour problems (other than those involving Procurify's employees), Internet service provider failures or delays, or the unavailability or Modification by third parties of third party websites.

(g) Severable. Any provision of this Agreement found by a tribunal or court of competent jurisdiction to be illegal or unenforceable will be severed from this Agreement and all other provisions of this Agreement will remain in full force and effect.

(h) Waiver. A waiver of any provision of this Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

(i) Independent Contractors. Customer's relationship to Procurify is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Procurify.

(j) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other communications, whether written or oral.

(k) Amendments. Subject to the following sentence, no amendment, supplement, modification, waiver, or termination of this Agreement and, unless otherwise expressly specified in this Agreement, no consent or approval by any Party, will be binding unless executed in writing by the Party or Parties to be bound thereby. NOTWITHSTANDING THE PRECEDING SENTENCE, PROCURIFY MAY UNILATERALLY AMEND THIS AGREEMENT, IN WHOLE OR IN PART (EACH, AN "AMENDMENT"), BY: (I) GIVING CUSTOMER PRIOR NOTICE OF SUCH AMENDMENT; OR (II) POSTING NOTICE OF SUCH AMENDMENT ON THE WEBSITE. UNLESS OTHERWISE INDICATED BY PROCURIFY, ANY SUCH AMENDMENT WILL BECOME EFFECTIVE AS OF THE DATE THE NOTICE OF SUCH AMENDMENT IS PROVIDED TO CUSTOMER OR IS POSTED ON THE WEBSITE (WHICHEVER IS THE EARLIER). YOUR CONTINUED USE OF THE PLATFORM AFTER SUCH AMENDMENT IS ACKNOWLEDGMENT OF AND AGREEMENT WITH SUCH AMENDMENT.

(l) English Language. It is the express wish of the Parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.



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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


Name: Danelle Fletcher
Title: Secretary

By: 
Name: JAMES PERATT
Title: FIRE CHIEF

ATTEST:

CHINO VALLEY FIRE DISTRICT
A Fire Protection District

Date:

Date:

Sandra W. 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: Dawn 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



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



Name: BRIAN PARIK
Title: INTERIM FIRE CHIEF


ATTEST:

CITY OF VICTORVILLE
A Municipal Corporation

Date:

Date:


Name: Tony Canargo
Title: Administrative Analyst



Name: Keith C. Matlock
Title: City Manager

ATTEST:

RANCHO CUCOMONGA FIRE
PROTECTION DISTRICT
A Fire Protection District

Date: April 7, 2021

Date: April 7, 2021


Name: Linda A. Trahan, MMC
Title: City Clerk Sevs. Director



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

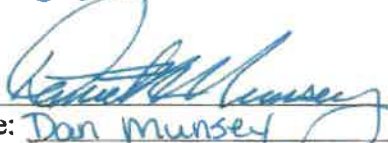
By: 
Name: Dan Munsey
Title: Fire Chief / Fire warden

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.



DISPATCHING COST FOR SERVICES FOR FY 2021-2022
AMERICAN MEDICAL RESPONSE (AMR)

The Exhibit is subject to renewal yearly during the term of the Contract.

A. Operating Costs:
The operating costs for services provided will be delivered to the Contracting Agency prior during Fiscal Year 2021/22. These costs will include the Contracting Agency's share of Information Services (600) AND Equipment Replacement costs (5009) incurred by CONFIRE to provide services.

Operating Costs for 2021-22 **\$5,030.00**

B. Contract Fee (5% of Operating Costs): **\$252.00**

Total Costs July 1, 2021 thru June 30, 2022 **\$5,282.00**

C. Payments shall be made in two installments of **\$2,641.00**

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

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

CONFIRE Representative Art Andres (Director) _____ Date

AMR Representative _____ Date



DISPATCHING COST FOR SERVICES FOR FY 2021-22
BAKER AMBULANCE, INC.

The Exhibit is subject to renewal yearly during the terms of the Contract.

A. Operating Costs:
The operating costs for services provided will be delivered to the Contracting Agency prior during Fiscal Year 2021/22. These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Information Services Costs (600), and Equipment Reserve (5009) as established by the Contracting Agencies share of total calls for service per the agreement between CONFIRE and the Contracting Agency.

Agency % of 2020 Call Volume (share)	0.31%
Operating Costs for 2021-22	\$31,998.00

B. <u>Contract Fee (5% of Operating Costs):</u>	
Per Exhibit B (Compensation) Section B.1 of agreement.	\$1,600.00
Total Costs July 1, 2021 thru June 30, 2022	\$33,598.00

C. <u>Payments shall be made in two installments of</u>	\$16,799.00
---------------------------------------------------------	--------------------

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

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

Art Andres (Director)	Date
CONFIRE Representative	

	Date
Needles Ambulance Representative	

AGREEMENT FOR DISPATCH SERVICES
(Baker Ambulance, Inc.)

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

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D [reserved]
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on July 1, 2021 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the initial term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2022.
- c. Upon the expiration of the initial term of this Agreement (see 2.b. above), the term of this Agreement shall automatically renew for successive one (1) year terms each July 1st unless either Party notifies the other Party at least sixty (60) days prior to renewal of its intention to terminate the Agreement.
- d. Notwithstanding any provision of this Agreement, should a dispute arise over the interpretation or application of this Agreement, CONFIRE may terminate this Agreement. Termination shall be effective thirty (30) days after written notice is given to Contracting Agency. Upon termination, Contracting Agency shall

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

3. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency nor any of Contracting Agency's employees shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE's employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided employees of Contracting Agency.
- d. CONFIRE shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONFIRE's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. NOTICE

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

To CONFIRE:
Consolidated Fire Agencies
Attn: Communications Director
1743 Miro Way
Rialto, CA 92376

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

8. [RESERVED]

[reserved]

9. HIPPA BUSINESS ASSOCIATE AGREEMENT

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

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

Consolidated Fire Agencies

Baker Ambulance, Inc

Date: _____, 2021

Date: _____, 2021

By: _____

By: _____

Print Name: Art Andres

Print Name: _____

Its: Director

Its: _____

EXHIBIT A
to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

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

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid for the Services listed in Exhibit A is as follows:

DISPATCH FEE:

1. Contracting Agency shall pay CONFIRE an annual fee of Thirty-one Thousand Nine Hundred and Ninety-Eight Dollars (\$31,998.00).
2. Contracting Agency shall pay an additional Contract Charge of 5% of the annual fee. This fee is One Thousand Six Hundred One Dollars (\$1,600.00)
3. Total Compensation for services rendered for FY 21/22 is Thirty-Three Thousand Five Hundred Ninety-Eight Dollars (\$33,598.00)
2. Payment shall be made in two installments of Sixteen Thousand Seven Hundred Ninety-Nine Dollars (\$16,799.00)
3. Payment shall be made within thirty (30) days of the issuance of the invoice.

EXHIBIT C
to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **TERMINATION.** Either Party may terminate this Agreement with or without cause by providing the other Party at least sixty (60) days prior written notice, and such termination shall be effective upon the next June 30th that is at least sixty (60) days after written notice to terminate was tendered.
2. **[RESERVED]**
3. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
4. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
5. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
6. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
7. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
8. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both School and Contractor.
10. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of School and Contractor.
11. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
12. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.

13. HEADINGS AND CONSTRUCTION. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

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

EXHIBIT D
to CONTRACTING AGENCY AGREEMENT

[RESERVED]

EXHIBIT E
to CONTRACTING AGENCY AGREEMENT

BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE

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

RECITALS

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

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

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

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

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

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

AGREEMENT

1. General Terms and Conditions

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

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

Consolidated Fire Agencies

Baker Ambulance, Inc

Date: _____, 2021

Date: _____, 2021

By: _____

By: _____

Print Name: Art Andres

Print Name: _____

Its: Director

Its: _____

Appendix 1
General Terms and Conditions to BAA

I. DEFINITIONS.

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

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

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

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

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

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

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

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

V. TERM AND TERMINATION.

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

management and administration or to carry out its legal responsibilities.

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

VI. MISCELLANEOUS.

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

- purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
 - e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
 - f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.
 - g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and
- comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
 - i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
 - j. Severability. In the event that any provision of this BAA shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this BAA shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this BAA.



DISPATCHING COST FOR SERVICES FOR FY 2021-22
BIG BEAR FIRE AUTHORITY

The Exhibit is subject to renewal yearly during the term of the Contract.

- A. Operating Costs:
The operating costs for services provided will be delivered to the Contracting Agency prior during Fiscal Year 2021/22. These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Information Services Costs (600), and Equipment Reserve (5009) as established by the Contracting Agencies share of total calls for service per the agreement between CONFIRE and the Contracting Agency. Included are direct licensing and support costs for certain additional services (Twilio, Kronos Workforce, Tablet Command, Smart Sheets, Meraki, VMware Server, AirWatch and West Net Station Alerting).

Agency % of 2020 Call Volume (share)	1.73%
Operating Costs for 2021-22	\$245,420.00

- B. Contract Fee (5% of Operating Costs):
Per Exhibit B (Compensation) Section B.1 of agreement. **\$12,271.00**

- C. Pass Thru Costs:
Pass Thru Costs are costs that are billed to CONFIRE by other entities on behalf of the Contracting Agency and passed thru to the Contracting Agency as received.

ISD Radio/Pager Pass Thru Costs	\$43,836.00
Total Costs July 1, 2021 thru June 30, 2022	\$301,527.00

- D. Payments shall be made in quarterly installments of **\$75,381.75**

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

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

Art Andres (Director)	
CONFIRE Representative	Date

Big Bear Fire Authority Representative	Date

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

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

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

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

4. COMPENSATION

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

5. EFFECTIVE DATE AND TERM

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

6. GENERAL TERMS AND CONDITIONS

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

7. NOTICE

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

To CONFIRE:

Consolidated Fire Agencies
Attn: Art Andres, Communications Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:

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

8. HIPPA BUSINESS ASSOCIATE AGREEMENT

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

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

Consolidated Fire Agencies

Big Bear Fire Department

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: Art Andres

Print Name: _____

Its: Director

Its: _____

EXHIBIT A
to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Utilizing Contracting Agency’s primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
 - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol.
 - b. Providing emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alerting Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, 900 MHz paging, and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
 - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE’s computer aided dispatch system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
 - g. Providing, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.

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

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

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

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

B. ADDITIONAL FEES:

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

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

EXHIBIT C
to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2021 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2022 (the “Term”).
3. At any time during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D
to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be the County of San Bernardino.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

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

13. **INDEMNIFICATION.**

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

14. **INSURANCE.**

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

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

Consolidated Fire Agencies

Big Bear Fire Department

Date: _____, 2021

Date: _____, 2021

By: _____

By: _____

Print Name: Art Andres

Print Name: _____

Its: Director

Its: _____

**APPENDIX 1 TO EXHIBIT E
to CONTRACTING AGENCY AGREEMENT**

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

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

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

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

any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

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

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

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

Minimum Necessary policies and procedures.

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

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

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

V. TERM AND TERMINATION.

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

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

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

VI. MISCELLANEOUS.

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

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

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

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

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this BAA shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this BAA.



DISPATCHING COST FOR SERVICES FOR FY 2021-22
 COUNTY OF SAN BERNARDINO ROAD DEPARTMENT

The Exhibit is subject to renewal yearly during the term of the Contract.

- A. Operating Costs:
 The operating costs for services provided will be delivered to the Contracting Agency prior during Fiscal Year 2021/22. These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Information Services Costs (600), and Equipment Reserve (5009) as established by the Contracting Agencies share of total calls for service per the agreement between CONFIRE and the Contracting Agency.

Agency % of 2020 Call Volume (share)	0.10%
Operating Costs for 2021/22	\$10,274.00

- B. Contract Fee (5% of Operating Costs): **\$514.00**

Total Costs July 1, 2021 thru June 30, 2022	\$10,788.00
----------------------------------------------------	--------------------

- C. Payments shall be made in two installments of **\$5,394.00**

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

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

Art Andres (Director)	
CONFIRE Representative	Date

San Bernardino County Representative	Date



DISPATCHING COST FOR SERVICES FOR FY 2021-22
CITY OF MONTCLAIR FIRE DEPARTMENT

The Exhibit is subject to renewal yearly during the term of the Contract.

A. Operating Costs:
The operating costs for services provided will be delivered to the Contracting Agency prior during Fiscal Year 2021/22. These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Information Services Costs (600), and Equipment Reserve (5009) as established by the Contracting Agencies share of total calls for service per the agreement between CONFIRE and the Contracting Agency.

Agency % of 2020 Call Volume (share) 1.95%
Operating Costs for 2021-22 \$206,443.00

B. Contract Fee (5% of Operating Costs):
Per Exhibit B (Compensation) Section B.1 of agreement. **\$10,322.00**

Total Costs July 1, 2021 thru June 30, 2022 \$216,765.00

C. Payments shall be made in quarterly installments of \$54, 191.25

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

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

CONFIRE Representative Art Andres (Director) _____ Date

City of Montclair Representative _____ Date

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

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

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

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

4. COMPENSATION

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

5. EFFECTIVE DATE AND TERM

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

6. GENERAL TERMS AND CONDITIONS

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

7. NOTICE

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

To CONFIRE:

Consolidated Fire Agencies
Attn: Art Andres, Communications Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:

City of Montclair
Attn: Robert Avels, Police Chief
5111 Benito St, Montclair, CA 91763

8. HIPPA BUSINESS ASSOCIATE AGREEMENT

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

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

Consolidated Fire Agencies

City of Montclair

Date: _____, 2021

Date: _____, 2021

By: _____

By: _____

Print Name: Art Andres

Print Name: _____

Its: Director

Its: _____

EXHIBIT A
to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
 - a. Utilizing Contracting Agency’s primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
 - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol.
 - b. Providing emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
 - c. Upon receiving an emergency call, alerting Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
 - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, 900 MHz paging, and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
 - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
 - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
 - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE’s computer aided dispatch system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
 - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
 - g. Providing, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.

- (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc), and providing other Geofile services necessary to the dispatch services described above.
 - h. Making available to the Contracting Agency the Agency Fire Response Map.
 - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
 - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
 - (3) Agencies may print maps and created hard copy map books at their own expense.
 - i. Providing Contracting Agency use and access to the following software programs:
 - (1) Pulse Point.
 - (2) Firstwatch (includes FOAM and First Pass modules)
 - j. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must execute an amendment to this Agreement incorporating those services into the Services as "Additional Services" and setting forth the additional compensation to be paid for the added services.
3. Examples of Additional Services might include:
 - a. Telestaff (Kronos).
 - b. Tablet Command.
 - c. WestNet Station Alerting
4. In receiving the Services, Contracting Agency shall do the following:
 - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
 - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.

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

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

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

B. ADDITIONAL FEES:

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

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

EXHIBIT C
to CONTRACTING AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

1. This Agreement is effective on July 1, 2021 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2022 (the “Term”).
3. At any time during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

EXHIBIT D
to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be the County of San Bernardino.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

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

13. **INDEMNIFICATION.**

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

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

14. **INSURANCE.**

A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO "occurrence" form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

EXHIBIT E
to CONTRACTING AGENCY AGREEMENT

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

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

RECITALS

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

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

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

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

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

AGREEMENT

1. General Terms and Conditions

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

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

Consolidated Fire Agencies

City of Montclair

Date: _____, 2021

Date: _____, 2021

By: _____

By: _____

Print Name: Art Andres

Print Name: _____

Its: Director

Its: _____

**APPENDIX 1 TO EXHIBIT E
to CONTRACTING AGENCY AGREEMENT**

General Terms and Conditions to Business Associate Agreement

I. DEFINITIONS.

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

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

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

maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

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

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

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

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

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

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

V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.

- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.

- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and

- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

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

VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and

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

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

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

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this BAA shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this BAA.



DISPATCHING COST FOR SERVICES FOR FY 2021-22
 RUNNING SPRINGS FIRE DEPARTMENT

The Exhibit is subject to renewal yearly during the term of the Contract.

A. Operating Costs:
 The operating costs for services provided will be delivered to the Contracting Agency prior during Fiscal Year 2021/22. These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Information Services Costs (600), and Equipment Reserve (5009) as established by the Contracting Agencies share of total calls for service per the agreement between CONFIRE and the Contracting Agency. Included are direct licensing and support costs for certain additional services (AirWatch, Meraki, VMware, Tablet Command, and West Net Station Alerting).

Agency % of 2020 Call Volume (share)	0.24%
Operating Costs for 2021-22	\$42,979.00

B. Contract Fee (5% of Operating Costs):
 (will not be assessed without new contract) **(\$0.00)**

C. Pass Thru Costs:
 Pass Thru Costs are costs that are billed to CONFIRE by other entities on behalf of the Contracting Agency and passed thru to the Contracting Agency as received.

ISD Radio/Pager Pass Thru Costs	\$20,742.00
----------------------------------------	--------------------

Total Costs July 1, 2021 thru June 30, 2022	\$63,721.00
----------------------------------------------------	--------------------

D. Payments shall be made in quarterly installments of **\$15,930.25**

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

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

Art Andres (Director)	
CONFIRE Representative	Date

Running Springs Fire Department Representative	Date



DISPATCHING COST FOR SERVICES FOR FY 2021-22
San Manuel Fire Department

The Exhibit is subject to renewal yearly during the term of the Contract.

A. Operating Costs:
The operating costs for services provided will be delivered to the Contracting Agency prior during Fiscal Year 2021/22. These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Information Services Costs (600), and Equipment Reserve (5009) as established by the Contracting Agencies share of total calls for service per the agreement between CONFIRE and the Contracting Agency. Included are direct licensing and support costs for certain additional services (Tablet Command, AirWatch, VMware, Meraki and West Net Station Alerting).

Agency % of 2020 Call Volume (share)	0.57%
Operating Costs for 2021-22	\$96,040.00

B. Contract Fee (5% of Operating Costs):
Per Exhibit B (Compensation) Section B.2 of agreement. **\$4,802.00**

C. Pass Thru Costs:
Pass Thru Costs are costs that are billed to CONFIRE by other entities on behalf of the Contracting Agency and passed thru to the Contracting Agency as received.

Total Costs July 1, 2021 thru June 30, 2022	\$100,842.00
----------------------------------------------------	---------------------

D. Payments shall be made in quarterly installments of **\$25,210.50**

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

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

Art Andres (Director)	
CONFIRE Representative	Date

San Manuel Fire Department Representative	Date

AGREEMENT FOR DISPATCH AND ALERTING SERVICES
(San Manuel Band of Mission Indians)

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

1. EXHIBITS

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

Exhibits include:

- Exhibit A & A1: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D [reserved]
- Exhibit E: HIPAA Business Associate Agreement
 - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on July 1, 2021 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the initial term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2022.
- c. Upon the expiration of the initial term of this Agreement (see 2.b. above), the term of this Agreement shall automatically renew for successive one (1) year terms each July 1st unless either Party notifies the other Party at least sixty (60) days prior to renewal of its intention to terminate the Agreement.
- d. Notwithstanding any provision of this Agreement, should a dispute arise over the interpretation or application of this Agreement, CONFIRE may terminate this Agreement. Termination shall be effective thirty (30) days after written notice is given to Contracting Agency. Upon termination, Contracting Agency shall

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

3. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency nor any of Contracting Agency's employees shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE's employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided employees of Contracting Agency.
- d. CONFIRE shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONFIRE's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. NOTICE

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

To CONFIRE:
Consolidated Fire Agencies
Attn: Communications Director
1743 Miro Way
Rialto, CA 92376

To Contracting Agency:
San Manuel Band of Mission Indians
Attn: Mike Smith, Fire Chief, San Manuel Fire Department
26540 Indian Service Road
Highland, CA 92346

8. **[RESERVED]**

[reserved]

9. **HIPPA BUSINESS ASSOCIATE AGREEMENT**

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

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

Consolidated Fire Agencies

San Manuel Band of Mission Indians

Date: _____, 2021

Date: _____, 2021

By: _____

By: _____

Print Name: Art Andres

Print Name: _____

Its: Director

Its: _____

EXHIBIT A
to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

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

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

Compensation to be paid for the Services listed in Exhibit A is as follows:

EXHIBIT 1- DISPATCH FEE:

1. Contracting Agency shall pay CONFIRE an annual fee of Ninety-Six Thousand Forty Dollars (\$96,040.00).
2. Contracting Agency shall pay an additional Contract Charge of 5% of the annual fee. For FY 21/22 this fee is Four Thousand Eight Hundred Two Dollars (\$4,802)
3. Total Compensation for services rendered for FY 21/22 is One Hundred Thousand Eight Hundred Forty Two Dollars (\$100,842)
4. Payment shall be made in quarterly installments of Twenty-Five Thousand Two Hundred Ten Dollars (\$25,210.50)
5. Payment shall be made within thirty (30) days of the issuance of the invoice.

EXHIBIT 1A- IE RIP (CAD TO CAD) FEE:

1. One-time costs for participating in the IE RIP CAD to CAD program will be funded through grants procured by CONFIRE.
2. Annual fees for participating in the IE RIP CAD to CAD Program are:
 - a. Maintenance Fee \$12,500.00 (Agency share)
 - b. Cloud Hosting & Escrow Fee \$9,120.00 (10% of IE RIP cost)
3. Total annual costs are: \$21,620
4. These fees will be annually paid by CONFIRE to the IE RIP vendor upon being invoiced. CONFIRE will in turn invoice the Agency for this amount,
5. Payment shall be made within thirty (30) days of the issuance of the invoice.

EXHIBIT C
to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **TERMINATION.** Either Party may terminate this Agreement with or without cause by providing the other Party at least sixty (60) days prior written notice, and such termination shall be effective upon the next June 30th that is at least sixty (60) days after written notice to terminate was tendered.
2. **[RESERVED]**
3. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
4. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
5. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
6. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
7. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
8. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both School and Contractor.
10. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of School and Contractor.
11. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
12. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.

- 13. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- 14. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT D
to CONTRACTING AGENCY AGREEMENT

[RESERVED]

EXHIBIT E
to CONTRACTING AGENCY AGREEMENT

BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE

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

RECITALS

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

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

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

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

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

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

AGREEMENT

1. General Terms and Conditions

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

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

Consolidated Fire Agencies

**San Manuel Band of Mission Indians, a
federally recognized Indian tribe**

Date: _____, 2021

Date: _____, 2021

By: _____

By: _____

Print Name: Art Andres

Print Name: _____

Its: Director

Its: _____

Appendix 1
General Terms and Conditions to BAA

I. DEFINITIONS.

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

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

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

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

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

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

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

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

V. TERM AND TERMINATION.

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

management and administration or to carry out its legal responsibilities.

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

VI. MISCELLANEOUS.

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

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

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

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

- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this BAA shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this BAA.



**CONFIRE
AUTHORIZATION FOR RELEASE OF MEDICAL RECORDS OR
PERSONAL HEALTH INFORMATION**

PLEASE READ DOCUMENT CAREFULLY

The undersigned authorizes CONFIRE to release Medical Reports for:

Patient's Name _____

If not Patient: Requestor's Name _____

Relationship to Patient _____

Address _____ Phone No. _____

Incident Date _____ Incident No. _____

Location _____

STATE PURPOSE FOR USE OR DISCLOSURE OF INFORMATION:

If you are executing this authorization as a personal representative for the Patient, please describe your authority to act on behalf of the Patient:

AUTHORITY DOCUMENTATION TYPE: _____

IDENTIFICATION TYPE: _____

IDENTIFICATION EXPIRATION DATE: _____

VERIFIED IDENTIFICATION BY: _____

I understand that I have the right to revoke this authorization at any time by notifying the Director /Dispatch Manager in writing at CONFIRE, 1743 Miro Way, Rialto CA 92376. The authorization will stop on the date my request is received.

Initials: _____

I understand that if the recipient I have authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations; however, under California law, any recipient of my information may not further disclose my health information without a new written authorization unless otherwise permitted or required by law.

Initials: _____

I understand that I have a right to receive, and I will be provided with, a copy of this signed authorization.

Initials: _____

NOTES: _____

This form may be signed by the patient; or authorized representative such as the patient's custodial parent or guardian if a minor; the legal representative of the patient; a deceased patient's beneficiary. Documentation will be required.

I authorize the use or disclosure of my individually identifiable health information as described above for the purpose listed.

Print Patient/Authorized Representative's Name: _____

SIGNATURE: _____ DATE: _____

Considerations for Call Processing Time Policy for CONFIRE Dispatch

Background

While CONFIRE regularly evaluates dispatch processing times, there is currently no policy that specifically identifies the method or metric by which call processing times are to be measured. The most recent version of NFPA 1221 (Standard for the Installation, Maintenance, and Use of Emergency Communications Systems, 2019) offers a good foundation to establish such a policy. Applying NFPA's recommendations would allow for a more realistic context of emergency call processing times versus non-emergency times. Furthermore, the 2019 edition of 1221 now provides the Authority Having Jurisdiction (AHJ) with the latitude to decide if certain calls meet the criteria of being urgent enough to include in emergency call processing time measurements for NFPA's recommended time standard.

Exercising this latitude would change the way CONFIRE's call processing times have traditionally been captured and evaluated. For example, call processing times for calendar year 2021 (measured from the time that the call is answered in dispatch to when the first unit is assigned) for all call types was **3 minutes, 11 seconds or less on 90% of the calls processed**. Using NFPA 1221 criteria in the model displayed below, the measured call processing time would be reduced to **1 minute, 53 seconds or less on 90% of the calls**.

At this point, the model shown is simply a starting point for further discussion by policy makers. As the AHJ, CONFIRE Admin Chiefs will need to decide on what call types should or should not be included in the measurement of emergency call processing time.

Draft Model of CONFIRE Call Types that Could be Excluded from Emergency Call Processing Time Reporting:

The following is a subset of call types that are currently used in CONFIRE's CAD system. By their nature, they could reasonably be considered non-life-threatening based on the screening criteria used to establish each problem type. Some are included based on NFPA 1221's exclusion criteria, such as Haz-mat and rescue calls (See NFPA 1221 Sec 7.4.3.3). The EMS related calls are all Alpha or Omega level which represents a low medical acuity. Calls that do not get a determinant code are generally not included in this group except for those that would likely require a joint response with law enforcement (i.e. Assault, GSW, Stabbing, etc. See NFPA 1221 Sec. 7.4.3.3(1)). Call types can be added or deleted from this list based on the policy decisions of the AHJ. ***Note that adopting this approach would not change the dispatching process, only the way that processing times are captured and measured.***

ABD-A1	BURN-A5e	FALL-A3g
ABD-A2	BURN-O1	FALL-A3p
ABD-A3	CA- Commercial Alarm	FALL-A4
ABD-O1	CARE TRANSPORT	FALL-A4a
ABD-O2	CHOKE-A1	FALL-A4g
ALL-A1	CHOKE-A1c	FALL-A4p
ALL-A1i	CHOKE-A1f	FALL-O1
ALL-A1m	CHOKE-A1m	FALL-O2
ALL-A2	CHOKE-A1o	FU - Unknown Type Fire
ALL-A2m	CHOKE-A1u	FWI - Fireworks Investigation
ALL-O1	CHOKE-O1	GAT -Alarm Testing
ALL-O2	CI - Commercial Investigation	GBP - Burn Permit
ANML-A2	CO - Carbon Monoxide Alarm	GCC - County Comm Incident
ANML-A3	CP-A1	GEM - Emergency Medical Inc
ANML-A4	CP-O1	GFM -Facilities Management Inc
ANML-O1	CPR-O1	GHZ - Hazardous Materials Inc
ANML-O2	CPR-O1x	GIT - IT Incident
ANML-O3	CPR-O1y	GLAW - Law Enforcement Inc
AO -Aircraft Crash off Airport	CPR-O1z	GLL - Loma Linda City Inc
AS - Aircraft Standby	CVA-A1	GMI - Miscellaneous Gov Inc
ASLT - Assault	CVA-A1c	GMU - Out-of-System Mutual Aid
ASLT-A1	CVA-A1j	GPH - Public Health Incident
ASLT-A2	CVA-A1l	GRD - Road Department Inc
ASLT-A2a	CVA-A1u	GRF - Referral Incident
ASLT-A2s	CVA-A1x	GSW - Gunshot Wound
ASLT-A3	DIA-A1	GWX - Weather Incident
ASLT-A3a	DIA-O1	HCE-O1
ASLT-O1	DRWN-A1	HEAD-O1
ASLT-O2	ELEV-RQ - Elev Rescue w/o inj	HL-O1
AT - Ambulance Transport	EYE-A1	HL-O2
BACK-A1	EYE-A2	HL-O3
BACK-A2	EYE-A3	HZ - Hazardous Materials
BIRTH-A1	EYE-O1	IN - Inside Investigation
BIRTH-A1m	EYE-O2	INH-O1
BIRTH-O1	FALL-A1	MOVUP
BIRTH-O2	FALL-A1e	MU - Mutual Aid Requested
BT - Bomb Threat	FALL-A1g	OD-O1
BURN-A1	FALL-A1p	OD-O1a
BURN-A1e	FALL-A2	OI - Outside Investigation
BURN-A1w	FALL-A2a	PS - Public Service
BURN-A3	FALL-A2g	PSY-O1
BURN-A3e	FALL-A2p	PSY-O2
BURN-A5	FALL-A3	RA - Residential Alarm

RQ - Rescue
RR - Railcar Incident
SICK-O1
SICK-O10
SICK-O11
SICK-O12
SICK-O14
SICK-O15
SICK-O17
SICK-O18
SICK-O19
SICK-O2
SICK-O20

SICK-O21
SICK-O22
SICK-O23
SICK-O24
SICK-O25
SICK-O26
SICK-O27
SICK-O28
SICK-O3
SICK-O4
SICK-O5
SICK-O6
SICK-O7

SICK-O8
SICK-O9
SP - Fuel Spill
STAB - Stabbing
SWTR - Swift Water Rescue
TRAUMA-O1
TRAUMA-O2
TRB - Training Burn
WS - Water Salvage
ZAP - Outside Elec Incident

Excerpt from NFPA 1221, Standard for the Installation, maintenance, and Use of Emergency Communications Systems

7.4.2* Call processing time shall include the time from call answer to initial notification of the responding ERU(s).

•Δ

7.4.3* Emergency alarm processing for the highest prioritization level emergency events listed in 7.4.3.1 through 7.4.3.2 shall be completed within **60 seconds, 90 percent of the time.**

N 7.4.3.1 The following types of calls where there is an imminent threat to life shall be included in the highest prioritization level:

- (1) Trauma (penetrating chest injury, GSW, etc.)
- (2) Neurologic emergencies (stroke, seizure)
- (3) Cardiac-related events
- (4) Unconscious/unresponsive patients
- (5) Allergic reactions
- (6) Patient not breathing
- (7) Choking
- (8) Other calls as determined by the AHJ

N 7.4.3.2 The following types of calls **where significant property loss/damage is likely or actively occurring** shall be included in the highest prioritization level:

- (1) Fire involving or potentially extending to a structure(s)
- (2) Explosion
- (3) Other calls as determined by the AHJ

N 7.4.3.3 The following types of calls shall be exempted from the requirements of 7.4.3:

- (1) Joint responses with law enforcement (involving weapons)
- (2) Hazardous materials incidents
- (3) Technical rescue

N 7.4.3.4 The following types of mitigating circumstances shall be exempted from the requirements of 7.4.3:

- (1) Language translation
- (2) TTY/TDD
- (3) Incomplete location
- (4) SMS message to 9-1-1
- (5) Calls received from outside the normal area of responsibility and/or service area
- (6) Calls requiring use of a PSAP registry or similar tool to determine the appropriate PSAP and/or transfer location
- (7) Calls received during a significant disaster that severely and significantly depletes available resources, impacts local infrastructure, and could result in changes to normal dispatcher procedures (disaster mode)

7.4.4* For law enforcement purposes, the AHJ shall determine time frames allowed for completion of dispatch.

Δ 7.4.5* For medical calls where a patient is determined to be unconscious/unresponsive and not breathing, bystander CPR shall be confirmed or telephone CPR shall be initiated by a

telecommunicator qualified in emergency medical dispatch and continued until emergency responders arrive at the patient.