



**ADMINISTRATIVE COMMITTEE MEETING
MINUTES**

TUESDAY, JANUARY 26, 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
Yvette Calimlim, Business Management Analyst
Tim Franke, Dispatch Manager
Kristen Anderson, Assistant Dispatch Manager
John Tucker, Assistant Dispatch Manager
Blessing Ugbo, MIS Manager
Liz Berry, Admin. Secretary I
Dana DeAntonio

GUESTS

Chief Bertral Washington, San Bernardino County Fire
Chief Fred Stout, Victorville Fire Department
Chief John Becker, Victorville Fire Department
Captain Mike McMath, Redlands
Yvonne Robbins, San Bernardino County Fire
Vanessa Meyer
Rana Gilani
Debbie Sisson

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

- 1. Approve Administrative Committee Minutes of December 15, 2021 (**Attachment A**)
- 2. Financial Statements thru December 30, 2020 (**Attachments B1 & B2**)
- 3. Dispatch Performance reports (**Attachments C1 thru C5**)

4. Action on Consent

Motion to accept all items on Consent.

Motion by: Chief Jim Topoleski

Second by: Chief Dan Munsey

Chief Tim McHargue-Yes

Chief Ivan Rojer-Yes

Chief James Peratt-Yes

Chief Tim Shackelford-Yes

Chief Dan Harker-Yes

Chief Brian Park-Yes

8-Yes

0-Absent

Motion Approved

IV. DIRECTOR REPORT

a. ECNS

Soft launch took place in December. Currently staffing 7am-11pm, with a goal of 24/7. Preliminary data is very promising.

b. 2020 Call Volume

2019 vs. 2020 total call volume was provided for each agency.

c. REDINET

Director Andres reported to the Administrative Chiefs his willingness to continue supporting REDINET. He received their approval to continue talks with ICEMA regarding entering their agreement with REDINET to offset costs to CONFIRE.

V. COMMITTEE REPORTS

- a. Support Committee Report/MIS updates – Blessing Ugbo

<u>Project</u>	<u>Status</u>	<u>Due Date</u>
<i>Hardware Refresh</i>	<i>Completed</i>	<i>12/20</i>
<i>CAD Re-Host</i>	<i>In Progress</i>	<i>1/21</i>
<i>BDC Transition</i>	<i>On Hold</i>	<i>2021</i>
<i>Tablet Command</i>	<i>On Hold</i>	<i>2021</i>

- b. Ops Chiefs Committee Report – Chief Bruner

Ops Chiefs Committee continues work on county wide projects and tablet command.

VI. DISCUSSION ITEMS**5. Old Business**

- a. AVD & Live MUM

AVD will be operational shortly, addressing items as they occur. March 1st tentative go live date.

Live MUM-software update is complete, testing to begin next week. Go live date March 1st.

- b. Staffing-Dual Fill Positions and Vertical Configuration

Recruitment and retention are a constant. Current recruitment for dispatchers and call takers is underway. Supervisor recruitment is in the final stages, will then move to assessment phase.

- c. Victorville Membership/JPA Revision

Reminder that each agency must have approval before we can move forward.

- d. Morongo Basin Ambulance Update

6. New Business

- a. 2020 Annual Report

Mike Bell and Matt Fratus introduced the idea of an annual report last year.

Director Andres asked agencies to provide input on the depth of information they would like to see. Positive feedback was given, stating this provides a story to the member agencies on where we have been and how far we have come.

Consensus among the chiefs that online tools and dashboards provide the innovation needed.

VII. CLOSED SESSION

7. Pursuant to California Government Code Section 54956.9(a) The Administrative Committee will meet in closed session to be briefed regarding 91) case of litigation Claim No. 18W21F928762 Joel Rothschild V. Consolidated Fire Agencies (CONFIRE)

VIII. ADJOURNMENT

The meeting adjourned at 1404.

Upcoming Meeting:

Next Regular Meeting: February 23, 2021 at 1:30 p.m. Via ZOOM.



OPERATIONS FUND 5008 MONTHLY SUMMARY FY 2020/21

Transactions thru January 31, 2021



Expenditures	3 PP			3 PP			Total YTD	2020/21 Budget	Bud - Exp Difference	% Used							
	July	Aug	Sep	Oct	Nov	Dec					Jan	Feb	Mar	Apr	May	June	
Salary/Benefits	703,250	500,928	528,753	527,455	518,203	774,990	500,670	-	-	-	-	-	4,054,247.79	7,763,114	\$3,708,866	52.2%	
Merch/Call Back	36,039	24,901	27,203	25,640	24,806	42,257	28,451	-	-	-	-	-	209,197.72	330,665	\$121,367	63.3%	
Home/Circuits/Internet	57,606	23,347	56,744	39,590	54,826	67,988	72,486	-	-	-	-	-	372,597.76	538,049	\$165,451	69.2%	
County/IS/Data Services/Counsel	-	6,866	1,636	1,539	3,188	3,484	13,979	-	-	-	-	-	30,700.97	61,761	\$31,060	49.7%	
Radio/Pager, Console Maint	-	39,459	39,459	43,014	39,581	40,125	39,659	-	-	-	-	-	241,297.27	483,541	\$242,244	49.9%	
Computer Software	185,678	459,075	201,684	3,268	6,558	144	(3,270)	-	-	-	-	-	853,136.54	1,421,299	\$568,162	60.0%	
Computer Hardware	-	187,089	(185,089)	787	288	162	-	-	-	-	-	-	3,236.12	18,450	\$15,214	17.5%	
Office Exp/Copier Lease	5,058	3,528	3,122	3,731	4,904	3,043	2,543	-	-	-	-	-	25,928.42	71,044	\$45,116	36.5%	
Insurance/Auditing	18,936	-	21,213	11,322	-	-	2,995	-	-	-	-	-	54,666.26	37,600	\$17,066	144.9%	
Travel/HR/Medical Director	5,001	65,524	3,839	18,655	2,360	2,928	(9,266)	-	-	-	-	-	89,030.10	232,850	\$143,820	38.2%	
Travel/Training	300	9,396	(891)	943	2,502	200	1,066	-	-	-	-	-	13,516.13	65,000	\$51,484	20.8%	
Util/Structure/Fuel	-	2,010	2,115	1,060	9,977	7,722	(4,023)	-	-	-	-	-	18,860.69	22,800	\$4,039	82.4%	
Util/DGC Rem/Equip Trans	22,218	35,080	28,692	2,669	27,340	14,540	13,693	-	-	-	-	-	144,232.20	216,649	\$72,417	66.6%	
Total	1,034,086	1,357,204	728,479	679,572	694,523	957,591	658,984	-	-	-	-	-	6,110,447.97	11,262,822	\$5,152,374	54.3%	
																	% Fiscal Year Passed 58.3%

Revenue	3 PP			3 PP			Total YTD	2020/21 Budget	Bud - Exp Difference	% Used							
	July	Aug	Sep	Oct	Nov	Dec					Jan	Feb	Mar	Apr	May	June	
Services	-	2,713,004	-	2,761,619	248	-	2,792,465	-	-	-	-	-	8,267,536	11,101,465	\$2,833,929	74%	
Interest	12,712	(12,712)	-	11,089	-	-	7,511	-	-	-	-	-	18,600	-	(\$18,600)	-	
Other	(61)	(1,018)	(56,635)	-	-	-	(1,702,261)	-	-	-	-	-	(1,759,975)	-	\$1,759,975	59%	
Total	12,651	2,699,273	(56,635)	2,772,908	248	-	1,097,715	-	-	-	-	-	6,526,161	11,101,465	\$4,575,304	59%	
																	% Fiscal Year Passed 58.3%



Unaudited Fund Balance Report FY 2020-2021

			Audited Fund Balance As Of 01/31/21
Operations Fund (5008)			
Fund Balance 7/1/20		*	\$ 2,973,766
Revenue	6,526,161		
Expenditures	(6,110,448)		
Net			415,713
Audited Fund Balance As Of 01/31/21		\$	3,389,479
Compensated Absences	(67,271)		(67,271)
Fund Balance as of 01/31/21		\$	3,322,208
<i>*FY 2020-21 Operating costs 10% is \$1,110,147 Per Board Policy</i>			
Equipment Reserve Fund (5009)			
Fund Balance 7/1/20		\$	2,090,834
Revenue	334,639		
Expenditures	(238,066)		
Transfer out to County Fire	-		
Net			96,573
Fund Balance as of 01/31/21		\$	2,187,407
General Reserve Fund (5010)			
Fund Balance 7/1/20		*	\$ 5,212,728
Revenue - Membership/Interest	579,267		
Revenue - FY18HSGP Grant	-		
Residual Equity Transfer Out	-		
Expenditures	(1,023,693)		
Net			(444,426)
Audited Fund Balance As Of 01/31/21		\$	4,768,302
Reserve for CIP	1,000,000		
EMD Optimization (ECNS) Project	250,000		
Committed			1,250,000
Fund Balance as of 01/31/21		\$	6,018,302
<i>*FY 2020-21 Operating costs 25% is \$2,224,736 Per Board Policy</i>			
Term Benefits Reserve Fund (5011)			
Fund Balance 7/1/20		\$	755,024
Revenue	89,737		
Expenditures			
Transfer Comp. Absence From 5008	67,272		
Unfunded Liability	384,989		
Net			541,998
Fund Balance as of 01/31/21		\$	1,297,022

Call Summary

CON/FIRE/Comm Center

1743 W Mirro Way
Rialto, CA 92376

County: San Bernardino

Year: 2020

From: 1/1/2021

To: 1/31/2021

Period: Jan-21

Group: All

Call Type: All

Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-21	19569	65	19634	0.33%	14978	989	15967	20246	9203	2303	31752	67353	100
2021 Totals	19569	65	19634	0.33%	14978	989	15967	20246	9203	2303	31752	67353	100
2020 Totals	16708	76	16784	0.45%	11804	521	12325	15715	11931	204	27951	56960	103.1

ATTACHMENT C2



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2021 - 1/31/2021

Agency Affiliation Fire

From: 1/1/2021

To: 1/31/2021

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%							
Year to Date 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%							
Year to Date 2020 Total	14,331	1,014	507	622	203	100	7	16,784
% answer time ≤ 10 seconds	85.38%	6.04%	3.02%	3.71%	1.21%	0.60%	0.04%	100.00%
% answer time ≤ 15 seconds	91.43%							
% answer time ≤ 40 seconds	98.15%							

CONFIRE Billable Incidents

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

Jurisdiction	# of Incidents	% of Total
San Bernardino County	11,759	53.71%
VictorvilleFD	1,926	8.80%
RanchoCucamonga	1,570	7.17%
ChinoValleyFD	1,219	5.57%
AppleValley	1,130	5.16%
Rialto	1,050	4.80%
Redlands	985	4.50%
Colton	703	3.21%
Big Bear Fire	475	2.17%
MontclairFD	423	1.93%
Loma Linda	389	1.78%
San Manuel FD	106	0.48%
Running Springs	68	0.31%
Baker Ambulance	47	0.21%
Road Department	42	0.19%
Total	21,892	100%
BDC Division	# of Incidents	% of Total
East Valley	3,798	32.30%
Fontana	1,991	16.93%
Valley	1,602	13.62%
Hesperia	1,209	10.28%
North Desert	1,170	9.95%
South Desert	1,047	8.90%
Adelanto	469	3.99%
Mountain	449	3.82%
Hazmat	24	0.20%
Total	11,759	100%

ATTACHMENT C4

2/10/2021

<https://subscriber.firstwatch.net/FirstWatchDropthings/Default.aspx?YTD>

Admin | Reports | Dashboard | F.O.A.M. | IDV | IDV | Academy Refresh: 5 Min(s) | Art Andres

Tool Setup Analytics

FIRST WATCH

Trigger Status Dashboard **YTD** Tab 1

<p>Year-To-Date ▼</p> <p>Y-T-D Compliance: 30.36%</p> <p>Goal: 90.00%</p> <p>Standard: 00:01:30</p> <p>Total Responses: 27308</p> <p>In Compliance: 8291</p> <p>Out of Compliance: 19017</p> <p>ConFire - Total Call Processing Time (90 sec)/RET/</p>	<p>Year-To-Date ▼</p> <p>Y-T-D Compliance: 87.46%</p> <p>Goal: 90.00%</p> <p>Standard: 00:03:00</p> <p>Total Responses: 12974</p> <p>In Compliance: 11347</p> <p>Out of Compliance: 1627</p> <p>ConFire - Deter. Assign.(3 Min)</p>
<p>Year-To-Date ▼</p> <p>Y-T-D Compliance: 22.82%</p> <p>Goal: 90.00%</p> <p>Standard: 00:01:00</p> <p>Total Responses: 22629</p> <p>In Compliance: 5164</p> <p>Out of Compliance: 17465</p> <p>ConFire - Call Pick Up to in Queue (60 Sec)/RET/</p>	<p>Year-To-Date ▼</p> <p>Y-T-D Compliance: 90.57%</p> <p>Goal: 90.00%</p> <p>Standard: 00:03:00</p> <p>Total Responses: 27827</p> <p>In Compliance: 25203</p> <p>Out of Compliance: 2624</p> <p>ConFire - Call Pick Up to in Queue (3:00)</p>
<p>Year-To-Date ▼</p> <p>Y-T-D Compliance: 87.52%</p> <p>Goal: 90.00%</p> <p>Standard: 00:00:30</p> <p>Total Responses: 23935</p> <p>In Compliance: 20949</p> <p>Out of Compliance: 2986</p> <p>ConFire - Queue to Dispatch (30 Sec)</p>	<p>Year-To-Date ▼</p> <p>Y-T-D Compliance: 71.78%</p> <p>Goal: 90.00%</p> <p>Standard: 00:01:30</p> <p>Total Responses: 886</p> <p>In Compliance: 636</p> <p>Out of Compliance: 250</p> <p>ConFire - Echo Call Processing (90 Sec)</p>

Server time: 2/10/2021 4:29:26 PM

Local time: 2/10/2021 4:29:13 PM



CONFIRE

STAFF REPORT

DATE: February 10, 2021

FROM: Art Andres, Director

TO: Administrative Committee

SUBJECT: Annual Billable Incidents Calculations

RECOMMENDATION

Accept the revised 2020 billable incident report to be used for calculating CONFIRE revenue for fiscal 2021/22.

BACKGROUND

Upon further review of the 2020 Incident numbers it came to our attention that the report used to develop those numbers had not properly accounted for incidents in which a unit was dispatched then cancelled due to another closer unit becoming available (Recommended Unit Swaps). This is a CAD generated field that excluded these calls from the Billable Incident Report. That was corrected and the report was re-run for 2020 resulting in 4,439 additional incidents. While the increase in incidents was substantial, the distribution of those incidents was in alignment with normal trends, thus the impact on agency incident percentage rates varies accordingly.

FISCAL IMPACTS

Fiscal impact to individual agencies varies depending on revised billable incidents calculations. Net increase to the CONFIRE budget is \$731.

CONFIRE BILLABLE INCIDENTS

AGENCY	Old-2020		New 2020		CHANGE	
	Incidents	% of Total	Incidents	% of Total	Incidents	% of Total
San Bernardino County Fire	125,159	53.78%	127,910	53.93%	2,751	0.15%
Victorville Fire Dept.	22,933	9.85%	23,075	9.73%	142	-0.12%
Rancho Cucamonga Fire	15,853	6.81%	16,175	6.82%	322	0.01%
Apple Valley Fire District	12,724	5.47%	12,792	5.39%	68	-0.08%
Chino Valley Fire District	12,609	5.42%	12,801	5.40%	192	-0.02%
Rialto Fire Department	10,794	4.64%	11,086	4.67%	292	0.03%
Redlands Fire Department	10,514	4.52%	10,541	4.44%	27	-0.08%
Colton Fire Dept.	7,212	3.10%	7,280	3.07%	68	-0.03%
Montclair Fire Dept.	4,615	1.98%	4,619	1.95%	4	-0.03%
Big Bear Fire Department	3,877	1.67%	4,091	1.73%	214	0.06%
Loma Linda Fire Dept.	3,903	1.68%	3,897	1.64%	-6	-0.04%
San Manuel Fire	1,316	0.57%	1,342	0.57%	26	0.00%
Running Springs Fire	556	0.24%	577	0.24%	21	0.00%
Baker Ambulance	417	0.18%	735	0.31%	318	0.13%
County Road Department	236	0.10%	236	0.10%	0	0.00%
	232,718		237,157		4,439	

BASIS FOR CONFIRE REVENUE SHEET

AGENCY	2019		2020		CHANGE	
	Incidents	% of Total	Incidents	% of Total	Incidents	% of Total
San Bernardino County Fire	122,419	53.71%	127,910	53.93%	5,491	0.22%
Victorville Fire Dept.	22,296	9.78%	23,075	9.73%	779	-0.05%
Rancho Cucamonga Fire	15,882	6.97%	16,175	6.82%	293	-0.15%
Apple Valley Fire District	12,171	5.34%	12,792	5.39%	621	0.05%
Chino Valley Fire District	12,401	5.44%	12,801	5.40%	400	-0.04%
Rialto Fire Department	10,064	4.41%	11,086	4.67%	1,022	0.26%
Redlands Fire Department	10,411	4.57%	10,541	4.44%	130	-0.13%
Colton Fire Dept.	6,780	2.97%	7,280	3.07%	500	0.10%
Montclair Fire Dept.	4,510	1.98%	4,619	1.95%	109	-0.03%
Big Bear Fire Department	3,892	1.71%	4,091	1.73%	199	0.02%
Loma Linda Fire Dept.	3,702	1.62%	3,897	1.64%	195	0.02%
San Manuel Fire	1,878	0.82%	1,342	0.57%	-536	-0.25%
Running Springs Fire	609	0.27%	577	0.24%	-32	-0.03%
Baker Ambulance	602	0.26%	735	0.31%	133	0.05%
County Road Department	352	0.15%	236	0.10%	-116	-0.05%
	227,969		237,157		9,188	



STAFF REPORT

DATE: February 9, 2021

FROM: Art Andres, Director

TO: Administrative Committee

SUBJECT: CARES Act Funds Adjustment

RECOMMENDATION

Approve the transfer - \$500,000 of designated CONFIRE CARES Act funding which have been designated for the regional Computer-Aided Dispatch (CAD) to CAD project and reallocate for use in the Emergency Communication Nurse System (ECNS) program.

BACKGROUND

CONFIRE entered into an agreement with the San Bernardino County Fire District to obtain funding, through San Bernardino County, to use CARES Act money to off set costs associated with planning and responding to the CoVID-19 pandemic. The goal was to prepare and improve response capacity relating to the crisis. CONFIRE had \$2,071,000 of CARES Act money which were designated to be utilized for:

- | | |
|---|-------------|
| • CAD to CAD | \$650,000 |
| • ECNS | \$360,000 |
| • Regional dispatch center improvements | \$1,061,000 |

The implementation of the ECNS program occurred December 21, 2020 through a contractual agreement with Regional Emergency Medical Services Agency (REMSA) to provided California licensed nurses who were EMD trained in LowCode. ECNS is considered the “Fourth Pillar of Care” which uses LowCode as a second-tier medical telephonic triage system. The program is designed to process low acuity calls for appropriate dispositions that best meet the patient’s needs. The patient often receives proper care from alternative destinations rather than an ambulance ride to an overcrowded emergency room.

CONFIRE has played a major role in the regional Incident Management Team (IMT) efforts to address CoVID-19. Continued use of the LowCode system, through staffing provided from

REMSA, has proven to be an effect tool to address surge concerns in emergency rooms from low acuity patients.

CAD to CAD continues to be an important project to develop a county-wide situational awareness capability. The Inland Empire Regional Integration Program (IE RIP) has been established and efforts continue to expand the program. If the transfer is approved, the balance of \$150,000 will be enough to establish a vital link to transport providers in our County and the balance of \$500,000 would be more appropriately utilized for the more time sensitive ECNS program.

No new monies are being requested. The request to transfer funds is from the designed CAD to CAD project to ECNS.

FISCAL IMPACTS

Approval of this item will not require additional Discretionary General Funding (Net CONFIRE Cost) as the designated funding was obtained through the CARES ACT allocation received by the County and transferred to CONFIRE.

CONSOLIDATED FIRE AGENCIES IE RIP PROJECT AGENCY AGREEMENT (City of Corona)

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 Corona (“Agency”), a municipal corporation duly authorized and existing under Government Code § 34000 et seq., as a Member Agency. CONFIRE and 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

2. INDEPENDENT CONTRACTOR

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Agency, nor any of 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 Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Agency.

3. SCOPE OF SERVICES

CONFIRE shall furnish to the 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 Agency:

City of Corona
Attn: [Insert Name], [Insert Title]
[Insert Address]
[Insert City, State]

8. **DEFINED TERMS**

Except as may be expressly set forth in this Agreement to the contrary, all capitalized terms used in this Agreement shall have the meanings ascribed to them in that certain Inland Empire Regional Interoperability Project Memorandum of Understanding dated August 18, 2020 (“IE RIP MOU”).

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

Consolidated Fire Agencies

City of Corona

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

EXHIBIT A
to AGENCY AGREEMENT

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to Agency on behalf of the Inland Empire Regional Interoperability Project (“Services”):
 - a. Administrative and fiscal oversight of the Inland Empire Regional Interoperability Project (“IE RIP”) CAD to CAD solution (Central Square Technologies, Inc,) in accordance with the current agreement between CONFIRE and Central Square (“Vendor”) and in accordance with the current version of the IE RIP MOU. By way of illustration and not limitation, such oversight shall include:
 - (1) Billing and collection of fees associated with the operation of the IE RIP CAD to CAD solution.
 - (2) Coordination of on-boarding process for new agencies to become users of the IE RIP CAD to CAD Solution.
 - b. Coordination of IE RIP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE RIP MOU.
 - c. Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE RIP CAD to CAD solution.
 - d. Provision of dedicated staff to act as System Administrator for the IE RIP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, such services shall include:
 - (1) Initial level of support based on Service Level Agreement, Exhibit E “Incident Management – Service Level Agreement Document” to current the agreement between CONFIRE and Vendor.
 - e. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
2. In receiving the Services, the Contracting Agency shall do the following:
 - a. Procure, install and maintain any application interface (API) required to enable the CAD to CAD hub to communicate with the Agency CAD system.
 - b. Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational and technical staff with decision-making authority regarding this Agreement and the IE RIP MOU.

- c. For Member Agencies, appoint an authorized representative for IE RIP Member Agency Committees, as necessary.
 - (1) Executive Committee
 - (2) Operations Committee
- d. Abide by all aspects of the IE RIP MOU in effect.
- e. Abide by all relevant aspects of the Service Level Agreement contained within the contract between CONFIRE and Vendor.

EXHIBIT B
to AGENCY AGREEMENT

COMPENSATION

Compensation to be paid as follows:

A. FEES FOR SERVICES:

1. Costs are based on the Central Square CAD to CAD “Unify” option selected by Agency.
2. One-time initial costs for participating in the IE RIP CAD to CAD Project 1 are:
 - a. Agency License Fee: \$55,000.00
 - b. Professional Services: \$54,535.00
 - c. These costs will be funded through grants procured by CONFIRE.
3. Annual fees for participating in the IE RIP CAD to CAD Project 1 are:
 - a. Maintenance Fee \$12,500.00 (Agency share)
 - b. Cloud Hosting & Escrow Fee \$9,120.00 (10% of IE RIP cost)

Total annual costs for Agency are: \$21,620.00

4. Annual fees are subject to change based upon a renegotiated contract with the CAD to CAD Vendor. (Sept 2022). Agency representatives will be involved in the process of negotiating a contract renewal.
5. The annual fees will be paid by CONFIRE to the IE RIP Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs identified in Paragraph 2, above.
6. Payment shall be made to CONFIRE within thirty (30) days of the issuance of the invoice.

B. ADMINISTRATIVE FEE

In exchange for the Services set forth in Exhibit A, commencing with the 2021/2022 fiscal year, Agency shall pay CONFIRE annually an Administrative Fee in an amount that shall not exceed \$5,000 for the Agency in any year, which reflects 10% of CONFIRE’s projected maximum Administrative costs of \$50,000.00. Beginning in March 2021, CONFIRE shall determine if it will assess an Administrative Fee.

C. ADDITIONAL FEES:

1. In the event that CONFIRE agrees to provide Agency with Additional Services, Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
2. In the event that CONFIRE incurs additional costs or expenses as a result of Agency's delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.

EXHIBIT C
to AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

This Agreement is effective on [insert date] (“Effective Date”) and shall continue for a term of five (5) years, and shall automatically renew for one-year terms thereafter until such time as the Parties agree to amend this Agreement or terminate the IE RIP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

EXHIBIT D
to 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 any court of competent jurisdiction in Southern California.
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 Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and 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 Agency warrants that he/she is authorized to execute the Agreement on behalf of Agency and that 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 Agency, and all of its employees, officials, and agents ("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 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 Agency. 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 Agency Parties arising out of, or in any way attributable to the performance of this Agreement. 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. 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.



CONFIRE

STAFF REPORT

DATE: 2/16/21

FROM: Blessing Ugbo, MIS IT Manager

TO: Art Andres, Director

SUBJECT: Replace UPS Battery Backup Power System – Vertiv Quote

Recommendation

Approve quote from Vertiv for the purchase of the UPS backup power in the server room at the Valley Dispatch center. The project will be funded from FY 2020/21 Equipment Reserve Fund (8834005009) based on projected fund balance.

The quote is for the equipment and labor cost, which would re-commit CONFIRE to an annual maintenance charge after year 1 of installation.

Vertiv provides a 1 year manufacturer's warranty on the UPS system and a 3 years coverage on the batteries.

Background Information

At 8:30 am on January 19, 2021, a power glitch at the Rialto campus temporarily impacted dispatch operations at both Valley and Desert dispatch centers. The power glitch caused some network Infrastructure equipment to go offline and power cycle, including CAD.

After MIS's initial assessment and eliminating network equipment as a possible cause, CONFIRE MIS engaged Vertiv, whose service tech determined that the UPS system had failed. MIS initially requested replacing the damaged parts, but replacement parts were not readily available as the UPS model was discontinued a few years earlier. The UPS battery backup system has been in operation for over 17 years, which exceeds the current CONFIRE's MIS hardware replacement lifecycle.

Replacing the current UPS backup power system will ensure uptime to dispatch operations in an eventual power glitch or loss. It will supply the backup power required to keep the entire CONFIRE valley building operational until the on-campus generator kicks-in (10 -20 seconds after initial power loss).

Due to the urgent need, CONFIRE MIS is working directly with Vertiv to expedite the UPS system's replacement to safeguard against other possible power interruptions and irreprehensible damage to CONFIRE dispatch operations, as well as technology infrastructure.

This project will require some significant engagement from CONFIRE Communications and MIS to avert interruption to operations. The current projected completion date is expected to be 02/19/2021.

Fiscal Impact

The project's total cost is \$90,000 with an annual maintenance charge of \$10,000 which is an increase from the current annual maintenance agreement of \$6,500/year.

The UPS replacement project was funded from CONFIRE's Equipment Reserve Fund (8834005009) and the annual maintenance will be funded from General Operations Fund (8836005008). The maintenance charge will start in FY 2021/22.



CONFIRE

STAFF REPORT

DATE: February 10, 2021

FROM: Art Andres, Director

TO: Administrative Committee

SUBJECT: Allocation of Membership Fees

RECOMMENDATION

Deposit new membership fees received into Term Benefits Reserve Fund, account # 5011.

BACKGROUND

All agencies that have contracted with CONFIRE for dispatch services for one year or more may request to become a voting member. All member agencies have contributed to the accumulation and share ownership of CONFIRE assets. New members are required to pay a \$300,000 baseline 'buy-in' fee. Additionally, a new member will contribute an amount that is in excess of the baseline fee to "buy in" to ownership of CONFIRE assets based on their percentage of incidents in relation to total number of incidents used to determine cost allocation in the fiscal year the agency is seeking membership. Historically "buy in" obligations are paid over 5 years and annual payments are deposited into the General Reserve Fund, account #5010. The General Reserve Fund is utilized to provide emergency or contingency funding for CONFIRE operations (5008) if the need arises due to lack of payment, catastrophe or other unforeseen fiscal circumstances. CONFIRE established account #5011, Term Benefit Reserve Fund to cover the liability of CONFIRE employee leave accruals as well as set aside for pension or benefit liabilities. CONFIRE is in the process of determining what is the current unfunded pension liability. The unfunded pension liability is the excess of the Actuarial Accrued Liability (AAL) over the assets, which is the UAAL. Conservative estimates project our current balance in 5011 below our AAL. The intention is to determine the actual UAAL and begin to fund the difference.

FISCAL IMPACTS

There will be no fiscal impact to the CONFIRE budget. The recommendation is to deposit anticipated membership fees into account (5011) verse (5010).



CONFIRE

STAFF REPORT

DATE: 02/23/2021

**FROM: Yvette Calimlim
Business Management Analyst**

TO: CONFIRE Administrative Committee

SUBJECT: FY 2021/22 Preliminary Revenue Report

RECOMMENDATION

Review and Discuss FY21/22 Preliminary Revenue Report.

FINANCIAL IMPACT

The Preliminary Revenue Report details the anticipated contribution of each member and contract agency toward the CONFIRE budget in the amount of \$12,220,975. This amount is subject to change as the budget is finalized.

BACKGROUND

CONFIRE estimates the revenue budget for FY21/22 to be \$12,220,975. This is an increase of \$425,741 or 3% compared to prior year. Changes and contributing factors to the budget increase are as follows:

Staffing

- Projected salary increases/MOU changes = \$8,206,279; increase of \$112,600 or 1%
- Reclass Part-Time Budget Officer to Full-Time Staff Analyst I to assist with development of policies & procedures, oversee grants, & backup Accounts Payable staff

Services and Supplies

- Payroll System Services (ISD/EMACS) = \$13,112 budgeted; increase of \$2,378 or 18%
- Communications – Wireline Connections = \$220,437 budgeted; increase of \$44,627 or 20%
 - Additional wireline installed
 - Increase to monthly costs
- General Liability (Alliant Insurance) = \$40,655 budgeted; increase of \$16,055 or 39%
 - Current year's actuals are \$15K more than what was budgeted
 - Budgeted an additional 3% increase to insurance costs

- Other Professional Services = \$148,700 budgeted; increase of \$43,200 or 29%
 - \$7,200 increase for 24/7 janitorial services for both HD and Valley location
 - \$40,000 increase for Consultant Services

Application Changes

- Addition of CONFIRE's portion of CAD to CAD Maintenance fee = \$12,500
- Addition of new procurement database, agenda management database, First Watch Resilience, LowCode Pro QA, and WestNet AVD = \$51,118
- Increase to WestNet Agency Account = \$137,265 budgeted; increase of \$22,867 or 20%
- Decrease in cost for Windows Server in the amount of \$764.50 per license; a savings of \$59,631 compared to last year