



**ADMINISTRATIVE COMMITTEE MEETING
MINUTES**

TUESDAY OCTOBER 27, 2020

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 Lorenzo Gigliotti, Apple Valley Fire Protection District
Chief Tim Shackelford, Chino Independent Fire District - *Absent*
Chief Dan Harker, Loma Linda Fire - *Absent*
Chief Jim Topoleski, Redlands Fire
Chief Brian Park, Rialto Fire
Chief Dan Munsey, San Bernardino County Fire – *Joined at 1:43 p.m.*

SUPPORT STAFF

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

GUESTS

Chief Tim Bruner, Loma Linda Fire Department
Chief Bertral Washington, San Bernardino County Fire
Chief Bill Mahan, San Bernardino County Fire
Chief Fred Stout, Victorville Fire Department
Chief Jeff Willis, Big Bear Fire Department
Dana DeAntonio, Confire JPA
Debbie Sisson, Confire JPA
Mike Bell, Confire JPA
Rana Gilani, Confire JPA
Mat Fratus

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 September 22, 2020 and Administrative Committee Special Meeting Minutes of October 21, 2020 **(Attachments A1 & A2)**
2. Financial Statements thru September 30, 2020 **(Attachments B1 & B2)**
3. Dispatch Performance reports **(Attachments C1 thru C4)**
4. **Action on Consent**

Motion to accept all items on Consent

Motion by: Chief Ivan Rojer

Second by: Chief Jim Topoleski

Chief Tim McHargue-Yes

Chief Ivan Rojer-Yes

Chief Lorenzo Gigliotti-Yes

Chief Tim Shackelford-Absent

Chief Dan Harker-Absent

Chief Jim Topoleski-Yes

Chief Brian Park-Yes

Chief Dan Munsey-Absent

5-Yes

3-Absent

Motion Approved

IV. DIRECTOR REPORT

- a. Special Presentation
 - i. Stormy Medley retirement after 4 years of service (11 years SB City)
 - ii. Assistant Manager Kristen Anderson – NENA Emergency Number Professional
- b. Medical Director update

c. Staffing Study

V. COMMITTEE REPORTS

a. Support Committee Report/MIS updates – Blessing Ugbo

<u>Project</u>	<u>Status</u>	<u>Due Date</u>
Hardware Refresh	In Progress	11/20
CAD Re-Host	In Progress	1/21
BDC Transition	On Hold	2021
Tablet Command	In Progress	12/20

b. Ops Chiefs Committee Report – Chief Bruner

VI. DISCUSSION ITEMS

5. Old Business

a. CAD to CAD

i. Admin Committee rep selection – **Action Item**

With the completion of the IE RIP MOU, the need exists to establish the Executive Committee to be made up initially by signatories of the MOU (CONFIRE, San Manuel DPS and Corona Fire). This group will be responsible for enacting the provisions of the MOU regarding Member and Allied Agency participation and the establishment of policies and procedures for implementing and amending the MOU as needed. It will oversee all fiscal matters of the IE RIP and report to and the establishment of policies and procedures for implementing and amending the MOU as needed. It will oversee all fiscal matters of the IE RIP and report to and see approval for such matters as needed from the CONFIRE Admin Committee. CONFIRE will provide administrative and legal counsel support for the Executive Committee. The initial appointment will have no set term. The Executive Committee will develop policies and procedures for its role as matters require.

Motion to select Chief Rojer as primary and Chief Washington as back up to the IERIP Executive Committee.

Motion by: Chief McHargue

Second by: Chief Munsey

Chief Tim McHargue-Yes

Chief Ivan Rojer – Yes

Chief Lorenzo Gigliotti – Yes

Chief Tim Shackelford – Absent

Chief Dan Harker – Absent

Chief Jim Topoleski – Yes

Chief Brian Park – Yes

Chief Dan Munsey – Yes

6-Yes
2-Absent

Motion Approved

- ii. **2021 UASI Grant Application Approval – Action Item**
Securing additional UASI funds is critical to continuing the build out of the CAD to CAD program. The program is strongly supported by the UASI Board and meets several program goals for improving regional interoperability. The initial agencies are CONFIRE, San Manuel Department of Public Safety and Corona Fire. The 2021 application is for \$1,000,000 which would cover the costs for approximately 7-8 additional agencies to subscribe to the Central Square Hub which is managed by the Executive and Operations committees of the IE RIP. As the grant applicant and system administrator CONFIRE will manage the contract with Central Square for the systems and purchase the licenses and services necessary to build and maintain the system. Through the MOU and direct contracts CONFIRE will invoice participating agencies for their annual maintenance fees which are not covered by the grant.

Motion to approve 2021 UASI Grant application of \$1,000,000 to provide additional funding for the Inland Empire Regional Interoperability Project (CAD to CAD program)

Motion by: Chief Munsey
Second by: Chief Rojer
Chief Tim McHargue – Yes
Chief Ivan Rojer – Yes
Chief Lorenzo Gigliotti – Yes
Chief Tim Shackelford – Absent
Chief Dan Harker – Absent
Chief Jim Topoleski – Yes
Chief Brian Park – Yes
Chief Dan Munsey – Yes

6-yes
2-Absent

Motion Approved

- iii. **Change order for Winbourne Consulting (Attachments D1 thru D3) – Action Item**
The change order for Winbourne Consulting in the amount of \$6,262.50 represents approximately 41 hours of additional work undertaken by Winbourne to complete the complicated process of constructing an

effective initial MOU that the participating agencies can utilize as a basis for their relationship and operation of the IE RIP CAD to CAD program going forward. This would be funded from budgeted CAD project funds from General Reserves Fund 5010.

Motion to approve the change order for Winbourne Consulting for \$6,262.50 to cover additional costs for the development of the adopted Inland Empire Regional Interoperability Project Memorandum of Understanding (MOU).

***Motion by: Chief McHargue
Second by: Chief Park
Chief Tim McHargue-Yes
Chief Ivan Rojer-Yes
Chief Lorenzo Gigliotti-Yes
Chief Tim Shackelford-Absent
Chief Dan Harker-Absent
Chief Jim Topoleski-Yes
Chief Brian Park-Yes
Chief Dan Munsey-Yes***

***6-Yes
2 -Absent***

Motion Approved

- b. JPA Agreement & By-Law Revision update – Chief McHargue
- c. ECNS Funding – **(Attachments E1 thru E5)**
Ongoing discussion of all options available to fund the remaining startup costs for the Emergency Communication Nurse System (ECNS) beyond calendar year 2020.

Motion for CONFIRE Director Art Andres to obtain a REMSA agreement. No funding, no commitment, strictly obtain a contract to provide services.

***Motion by: Chief Munsey
Second by: Chief Gigliotti
Chief Tim McHargue-Yes
Chief Ivan Rojer-Yes
Chief Lorenzo Gigliotti-Yes
Chief Tim Shackelford-Absent
Chief Dan Harker-Absent
Chief Jim Topoleski-Yes
Chief Brian Park-Yes
Chief Dan Munsey-Yes***

6-Yes

2 -Absent

Motion Approved

6. New Business

a. First Due – Chief Gigliotti (Attachments F1 thru F4)

Discussion on the use of pre-arrival and pre-plan technology to aid, not only individual jurisdictions, but automatic aid and mutual aid responders who respond to adjacent jurisdictions on a regular basis. "First Due" is currently in use by two CONFIRE Member Agencies, Chino Valley Fire District and the City of Loma Linda Fire Department. Discussion explored how this may or could become an enhanced service provided by CONFIRE to the member and contract agencies.

Chiefs directed the Ops group to research available prearrival/preplanning platforms and report back to the Admin. Chiefs at the December 15th meeting.

VII. CLOSED SESSION

VIII. ADJOURNMENT

The meeting adjourned at 17:05.

Upcoming Meeting:

Next Regular Meeting: November 17, 2020 at 1:30 p.m. Loma Linda Community Room, 25541 Barton Rd., Loma Linda CA.



OPERATIONS FUND 5008
MONTHLY SUMMARY FY 2020/21

Transactions thru October 31, 2020

Expenditures	3 PP												Total YTD	2020/21 Budget	Bud - Exp	% Used	
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June					
Salary/Benefits	703,250	500,928	528,753	527,455	-	-	-	-	-	-	-	-	2,280,385.78	7,669,719	\$5,409,333	29.5%	
Merch/Call Back	36,039	24,901	27,203	25,540	-	-	-	-	-	-	-	-	113,682.84	318,087	\$204,404	35.7%	
Phone Circuit/Internet	57,606	23,347	56,744	39,590	-	-	-	-	-	-	-	-	177,287.40	554,092	\$376,805	32.0%	
County IS/Data Services/Counsel	-	6,666	1,635	1,539	-	-	-	-	-	-	-	-	10,040.08	61,761	\$51,721	16.3%	
Radiol/Pager, Console Maint	-	39,459	39,459	43,014	-	-	-	-	-	-	-	-	121,932.76	483,541	\$361,608	25.2%	
Computer Software	185,678	459,075	201,684	3,268	-	-	-	-	-	-	-	-	849,704.88	1,309,845	\$460,140	64.9%	
Office Equip/Hardware	-	187,089	(185,089)	787	-	-	-	-	-	-	-	-	2,786.98	18,450	\$15,663	15.1%	
Office Equip/Lease	5,058	3,528	3,122	3,731	-	-	-	-	-	-	-	-	15,438.98	75,544	\$60,105	20.4%	
Insurance/Auditing	18,936	-	21,213	11,322	-	-	-	-	-	-	-	-	51,471.26	37,600	(\$13,871)	136.9%	
Payroll/HR/Medical Director	5,001	65,524	3,839	18,655	-	-	-	-	-	-	-	-	93,018.14	194,500	\$101,482	47.8%	
Travel/Training	300	9,396	(891)	943	-	-	-	-	-	-	-	-	9,747.88	65,000	\$55,252	15.0%	
Auto/Structure/Fuel	21,916	35,840	30,463	1,060	-	-	-	-	-	-	-	-	89,278.32	35,815	(\$53,463)	249.3%	
Other/HQ/Gen/Equip Trans	302	1,250	343	2,689	-	-	-	-	-	-	-	-	4,565.05	216,649	\$212,084	2.1%	
Total	1,034,086	1,357,204	728,479	679,572	-	-	-	-	-	-	-	-	3,798,340.35	11,040,603	\$7,241,263	34.4%	
																% Fiscal Year Passed	33.3%

Revenue	3 PP												Total YTD	2020/21 Budget	Difference	% Used	
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June					
Services	-	2,713,004	-	2,761,819	-	-	-	-	-	-	-	-	5,474,822	11,101,465	\$5,626,643	49%	
Interest	12,712	(12,712)	-	11,089	-	-	-	-	-	-	-	-	11,089	-	(\$11,089)		
Other	(61)	(1,018)	(56,635)	-	-	-	-	-	-	-	-	-	(57,714)	-	\$57,714	49%	
Total	12,651	2,689,273	(56,635)	2,772,908	-	-	-	-	-	-	-	-	5,428,197	11,101,465	\$5,673,268	49%	
																% Fiscal Year Passed	33.3%

ATTACHMENT B2



Unaudited Fund Balance Report FY 2020-2021

		Unaudited Fund Balance As Of 10/31/20
Operations Fund (5008)		
Fund Balance 7/1/20	*	\$ 2,973,766
Revenue	5,428,197	
Expenditures	(3,796,207)	
Net		1,631,990
Unaudited Fund Balance As Of 10/31/20		\$ 4,605,756
Potential MOU/Operational Changes	(1,017,159)	
Reverse MOU/Operational Changes - Prior Year Expenses	1,017,159	
	-	-
Unassigned Fund Balance		\$ 4,605,756

**FY 2020-21 Operating costs 10% is \$1,10,147 Per Board Policy*

Equipment Reserve Fund (5009)		
Fund Balance 7/1/20		\$ 2,090,834
Revenue	196,563	
Expenditures	(188,972)	
Transfer out to County Fire	-	
Net		7,591
Unaudited Fund Balance As Of 10/31/20		\$ 2,098,425

General Reserve Fund (5010)		
Fund Balance 7/1/20	*	\$ 5,212,728
Revenue - Membership/Interest	(7,374)	
Revenue - FY18HSGP Grant	-	
Residual Equity Transfer Out	-	
Expenditures	(334,512)	
Net		(341,886)
Unaudited Fund Balance As Of 10/31/20		\$ 4,870,842
Reserve for CIP	(1,000,000)	
Retained for HDGC Operations	(533,209)	
Reverse Retained for HDGC Operations - Prior Year Expenses	533,209	
Committed		(1,000,000)
Unassigned Fund Balance		\$ 3,870,842

**FY 2020-21 Operating costs 25% is \$2,224,736 Per Board Policy*

Term Benefits Reserve Fund (5011)		
Fund Balance 7/1/20		\$ 755,024
Revenue	54,512	
Transfer UAAL From 5010	-	
Expenditures	-	
Net		54,512
Unaudited Fund Balance As Of 10/31/20		\$ 809,536

ATTACHMENT C1



CONFIRE

Call Summary

CONFIRE/Comm Center

1743 W Miro Way
Rialto, CA 92376

County: San Bernardino

Year: 2020

From: 1/1/2020
To: 10/31/2020

Period: Month
Group: All
Call Type: Include Abandoned
Abandoned Filters:

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-20	16708	76	16784	0.45%	11804	521	12325	15715	11931	204	27851	56960	103.1
Feb-20	15931	76	16007	0.47%	11814	477	12291	14611	11563	208	26382	54680	101.2
Mar-20	15120	55	15175	0.36%	11815	476	12291	16708	11993	159	28860	56326	107.4
Apr-20	13841	35	13876	0.25%	10251	379	10630	15791	11244	457	27492	51998	106.9
May-20	16905	61	16966	0.36%	12293	485	12778	17534	12229	171	29934	59678	100.3
Jun-20	18155	75	18230	0.41%	12760	685	13425	18175	12136	240	30551	62206	99.3
Jul-20	20459	120	20579	0.58%	13674	720	14394	19706	13093	373	33172	68145	100.3
Aug-20	19373	85	19458	0.44%	13600	704	14304	18072	12929	396	31397	65159	101.3
Sep-20	17284	112	17396	0.64%	13866	620	14486	17954	12654	285	30893	62775	98.8
Oct-20	18,005	74	18079	0.41%	14072	595	14667	18204	12709	321	31234	63980	98.3
2020 Totals	171781	769	172550	0.45%	125,949	5,642	131,591	172,470	122,481	2,814	297,766	601,907	101.5
2019 Totals	161051	1269	162320	0.78%	126,440	4,891	131,331	174,575	111,316	2,769	286,660	582,311	105.2

ATTACHMENT C2



PSAP Answer Time

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

Month - Year: 1/1/2020 - 10/31/2020
Agency Affiliation Fire

From: 1/1/2020
To: 10/31/2020
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Call Type: 911 Calls



Call Hour	Answer Times In Seconds							
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 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%							
February 2020 Total	13,945	833	429	530	173	94	3	16,007
% answer time ≤ 10 seconds	87.12%	5.20%	2.68%	3.31%	1.08%	0.59%	0.02%	100.00%
% answer time ≤ 15 seconds	92.32%							
% answer time ≤ 40 seconds	98.31%							
March 2020 Total	13,540	714	351	376	112	66	6	15,175
% answer time ≤ 10 seconds	89.23%	4.71%	2.38%	2.48%	0.74%	0.43%	0.04%	100.00%
% answer time ≤ 15 seconds	93.93%							
% answer time ≤ 40 seconds	98.79%							
April 2020 Total	12,633	631	294	225	57	34	2	13,876
% answer time ≤ 10 seconds	91.04%	4.55%	2.12%	1.62%	0.41%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	95.59%							
% answer time ≤ 40 seconds	99.33%							
May 2020 Total	14,973	834	422	483	148	98	8	16,966
% answer time ≤ 10 seconds	88.25%	4.92%	2.49%	2.85%	0.87%	0.58%	0.05%	100.00%
% answer time ≤ 15 seconds	93.17%							
% answer time ≤ 40 seconds	98.50%							
June 2020 Total	15,245	1,119	645	779	290	144	8	18,230
% answer time ≤ 10 seconds	83.63%	6.14%	3.54%	4.27%	1.59%	0.79%	0.04%	100.00%
% answer time ≤ 15 seconds	89.76%							
% answer time ≤ 40 seconds	97.58%							
July 2020 Total	17,044	1,272	706	927	381	229	20	20,579
% answer time ≤ 10 seconds	82.82%	6.18%	3.43%	4.50%	1.85%	1.11%	0.10%	100.00%
% answer time ≤ 15 seconds	89.00%							
% answer time ≤ 40 seconds	96.94%							
August 2020 Total	16,332	1,185	705	724	289	200	23	19,458
% answer time ≤ 10 seconds	83.93%	6.09%	3.62%	3.72%	1.49%	1.03%	0.12%	100.00%
% answer time ≤ 15 seconds	90.02%							
% answer time ≤ 40 seconds	97.37%							
September 2020 Total	15,041	1,001	559	551	185	55	4	17,396
% answer time ≤ 10 seconds	86.46%	5.75%	3.21%	3.17%	1.06%	0.32%	0.02%	100.00%
% answer time ≤ 15 seconds	92.22%							
% answer time ≤ 40 seconds	98.60%							
October 2020 Total	15,165	1,165	648	724	256	113	8	18,079
% answer time ≤ 10 seconds	83.88%	6.44%	3.58%	4.00%	1.42%	0.63%	0.04%	100.00%
% answer time ≤ 15 seconds	90.33%							
% answer time ≤ 40 seconds	97.91%							
Year to Date 2020 Total	148,249	9,768	5,276	5,941	2,094	1,133	89	172,550
% answer time ≤ 10 seconds	85.92%	5.66%	3.06%	3.44%	1.21%	0.66%	0.05%	100.00%
% answer time ≤ 15 seconds	91.58%							
% answer time ≤ 40 seconds	98.08%							
Year to Date 2019 Total	144,254	7,457	3,573	4,626	1,552	789	69	162,320
% answer time ≤ 10 seconds	88.87%	4.59%	2.20%	2.85%	0.96%	0.49%	0.04%	100.00%
% answer time ≤ 15 seconds	93.46%							
% answer time ≤ 40 seconds	98.52%							

CONFIRE Billable Incidents

Period: 01/01/2020 thru 10/31/2020

Jurisdiction	# of Incidents	% of Total
San Bernardino County	102,604	53.98%
VictorvilleFD	18,574	9.77%
RanchoCucamonga	13,101	6.89%
AppleValley	10,279	5.41%
ChinoValleyFD	10,115	5.32%
Rialto	8,782	4.62%
Redlands	8,636	4.54%
Colton	5,909	3.11%
MontclairFD	3,727	1.96%
Big Bear Fire	3,132	1.65%
Loma Linda	3,107	1.63%
San Manuel FD	1,114	0.59%
Running Springs	453	0.24%
Baker Ambulance	355	0.19%
Road Department	181	0.10%
BigBearCity	1	0.00%
Total	190,070	100%
BDC Division	# of Incidents	% of Total
East Valley	35,253	34.36%
Fontana	16,302	15.89%
Valley	14,261	13.90%
Hesperia	9,621	9.38%
South Desert	9,392	9.15%
North Desert	9,183	8.95%
Adelanto	4,329	4.22%
Mountain	4,263	4.15%
Total	102,604	100%

ATTACHMENT C4

11/5/2020

<https://subscriber.firstwatch.net/FirstWatchDroptings/Default.aspx?GUID=E4849FBE512C4D9C9C16029327A32173ACFE507B70B541...>

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

Tool | IDV | Setup | Analytics

Trigger Status Dashboard **YTD** Tab 1 +

Year-To-Date

Y-T-D Compliance: 48.54%

Goal: 90.00%

Standard: 00:01:30

Total Responses: 191753

In Compliance: 93086

Out of Compliance: 98667

ConFire - Total Call Processing Time (90 sec)

Year-To-Date

Y-T-D Compliance: 84.17%

Goal: 90.00%

Standard: 00:03:00

Total Responses: 103225

In Compliance: 86886

Out of Compliance: 16339

ConFire - Deter. Assign.(3 Min)

Year-To-Date

Y-T-D Compliance: 39.49%

Goal: 90.00%

Standard: 00:01:00

Total Responses: 184661

In Compliance: 72927

Out of Compliance: 111734

ConFire - Call Pick Up to in Queue (60 Sec)

Year-To-Date

Y-T-D Compliance: 92.65%

Goal: 90.00%

Standard: 00:03:00

Total Responses: 196452

In Compliance: 182017

Out of Compliance: 14435

ConFire - Call Pick Up to in Queue (3:00)

Year-To-Date

Y-T-D Compliance: 87.35%

Goal: 90.00%

Standard: 00:00:30

Total Responses: 169667

In Compliance: 148207

Out of Compliance: 21460

ConFire - Queue to Dispatch (30 Sec)

Year-To-Date

Y-T-D Compliance: 78.04%

Goal: 90.00%

Standard: 00:01:30

Total Responses: 4245

In Compliance: 3313

Out of Compliance: 932


ConFire - Echo Call Processing (90 Sec)

Server time: 11/5/2020 3:07:57 PM

Local time: 11/5/2020 3:09:09 PM

ATTACHMENT D

Xavier Becerra, Attorney General

<p>California Department of Justice CALIFORNIA JUSTICE INFORMATION SERVICES DIVISION Joe Dominic, Chief</p> 	<h2>INFORMATION BULLETIN</h2>	
<p><i>Subject:</i> Confidentiality of Information from the California Law Enforcement Telecommunications System (CLETS)</p>	<p><i>No.</i> 20-09-CJIS</p> <p><i>Date:</i> 10-12-2020</p>	<p><i>Contact for information:</i> CLETS Administration Section CAS@doj.ca.gov (916) 210-4240</p>

TO: ALL CLETS SUBSCRIBING AGENCIES

Law enforcement and criminal justice agencies authorized by the California Department of Justice (CA DOJ) to access the CLETS must adhere to the requirements detailed in the CLETS Policies, Practices and Procedures (PPP) and in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy to ensure the confidentiality and integrity of the data therein.¹ More specifically, and as detailed further below, access to certain Criminal Justice Information (CJI) and Personally Identifiable Information (PII) must be limited to authorized personnel; and the transmission of such information must be encrypted. Although generally applicable, the information in this bulletin is particularly relevant to the radio transmission of protected data.

Allowable “access” to CJI and PII, derived from CLETS, is described in CLETS PPP section 1.6.4:

Only authorized law enforcement, criminal justice personnel or their lawfully authorized designees may use a CLETS terminal or have access to information derived from CLETS. Any information from the CLETS is confidential and for official use only. Access is defined as the ability to hear or view any information provided through the CLETS.

The FBI and the CA DOJ establish policies and procedures related to the usage and protection of CJI that govern the usage of the CLETS. The policies define CJI, classify them as restricted or unrestricted, and limit the amount and types of information that can be broadcast over unencrypted radio channels in order to protect sensitive CJI and PII.

Generally, PII is information that can be used to distinguish or trace an individual’s identity, such as an individual’s first name, or first initial, and last name in combination with any one or more specific data elements (see FBI CJIS Security Policy section 4.3.). Data elements include Social Security number, passport number, military identification (ID) number and other unique ID numbers issued on a government document. The most common data elements encountered during field operations include a driver license number or ID number.

The transmission of sensitive CJI and PII must be encrypted pursuant to the FBI CJIS Security Policy sections 5.10 and 5.13; and access may only be provided to authorized individuals as defined under the CLETS PPP and the FBI CJIS Security Policy.

¹ For reference, please refer to the CLETS PPP at <https://oag.ca.gov/sites/default/files/clcts-ppp%2012-2019.pdf> and the FBI CJIS Security Policy at https://www.fbi.gov/file-repository/cjis_security_policy_v5-9_20200601.pdf/view. See also Government Code section 15150 et seq. and California Code of Regulations, title 11, section 703.

Compliance with these requirements can be achieved using any of the following:

- Encryption of radio traffic pursuant to FBI CJIS Security Policy sections 5.10.1.2, 5.10.1.2.1, and 5.13.1. This will provide the ability to securely broadcast all CJI (both restricted and unrestricted information) and all combinations of PII.
- Establish policy to restrict dissemination of specific information that would provide for the protection of restricted CJI database information and combinations of name and other data elements that meet the definition of PII. This will provide for the protection of CJI and PII while allowing for radio traffic with the information necessary to provide public safety.

If your agency is not currently in compliance with the requirements outlined herein, please submit an implementation plan to the CA DOJ, CLETS Administration Section, no later than December 31, 2020. The plan must be on agency letterhead and signed by the Agency Head (e.g., Sheriff, Chief); include a detailed description of how radio communications will be brought into compliance (e.g., encryption), or how the risks will be mitigated through policy if unable to implement the required technology; and must include the projected timeline as to when the issue will be resolved.

For questions about this bulletin, contact the CLETS Administration Section at CAS@doj.ca.gov or (916) 210-4240.

Sincerely,



JOE DOMINIC, Chief
California Justice Information Services Division

For XAVIER BECERRA
Attorney General

ATTACHMENT E

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT is effective December 9, 2020, by and between **CONFIRE, JPA** and **Debbie Bavel, M.D.**, hereinafter referred to as "Consultant", with respect to the following facts:

WHEREAS, CONFIRE desires the services of a consultant who is experienced in the provision of Emergency Medical Services;

WHEREAS, Consultant has the necessary experience to provide professional consulting services and advice on various issues including Emergency Medical Dispatch;

WHEREAS, Consultant has affirmed his willingness and ability to perform such work;

NOW, THEREFORE, CONFIRE and Consultant agree as follows:

1. Retention of Consultant. CONFIRE retains Consultant to perform, and Consultant agrees to render, services as described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter "the Services"), in accordance with the terms and conditions set forth herein.
2. Standard of Performance and Licensure. While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Southern California Area, and shall use reasonable diligence and best judgment while exercising his professional skill and expertise. In addition, Consultant shall, during the term of this Agreement, be licensed to practice as a physician in the State of California, be Board Certified/Board Eligible in Emergency Medicine, and be currently engaged in the practice of emergency medicine.
3. Term. This Agreement shall remain in effect for a term of sixty (60) months terminating on June 30, 2022, unless otherwise terminated earlier pursuant to the provisions stated herein.
4. Personnel. All work contemplated by this agreement shall be completed by Debbie Bavel, M.D.
5. Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval of CONFIRE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
6. Contract Administration. The Communications Director of CONFIRE will administer this Agreement on behalf of CONFIRE and shall be referred to herein as Contract Administrator.
7. Compensation – Payment. In consideration for the performance of the services, CONFIRE shall pay Consultant in accordance with the terms and conditions as set forth in the attached Exhibit B.
8. Independent Contractor. Consultant shall at all times during its performance of the services retain its status as independent contractor. CONFIRE shall have no obligation to

pay or withhold state or federal taxes or provide worker's compensation or unemployment insurance for or on behalf of Consultant.

9. Indemnification by Consultant. To the furthest extent permitted by California law, Consultant shall indemnify, defend, and hold free and harmless CONFIRE, its member agencies, and the officers, consultants, employees, agents, governing board members, and volunteers of CONFIRE and its member agencies (collectively, the "Consultant Indemnified Parties") from any actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death (collectively, "Claims") to the extent that such Claims arise out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Consultant, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants. CONFIRE may accept or reject legal counsel Consultant proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Consultant's expense, the hourly rate for which shall not exceed \$350.
10. Indemnification by CONFIRE. To the furthest extent permitted by California law, CONFIRE shall indemnify, defend, and hold free and harmless Consultant from any actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death (collectively, "Claims") to the extent that such Claims arise out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of CONFIRE or an employee of CONFIRE acting within the course and scope of such employment. Consultant may accept or reject legal counsel CONFIRE proposes to defend the Consultant with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend the Consultant at CONFIRE's expense, the hourly rate for which shall not exceed \$350.
11. Maintenance of Records. Consultant shall maintain complete and accurate records with respect to all activities conducted pursuant to this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of CONFIRE during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
12. Insurance. CONFIRE may, in its sole and absolute discretion, elect to name Consultant as an additional insured under any insurance policy maintained by CONFIRE. Consultant, however, shall cause to be included (in any insurance policy Consultant maintains) an endorsement stating that such policy is primary to any insurance maintained by CONFIRE.
13. Time of Essence. Time is of the essence for each and every provision of this Agreement.
14. CONFIRE's Right to Employ Other Consultants. CONFIRE reserves the right to employ other consultants in connection with this project.

15. Confidentiality. All ideas, memoranda, specifications, plans, procedure, drawings, description, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by the Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use CONFIRE's name or insignia, photographs of the project, or any publicity pertaining to the services or the project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CONFIRE.
16. Conflict of Interest. Consultant warrants by execution of the Agreement that he has no interest, present or contemplated, in the projects affected by the above-described services. Consultant further warrants that he has no real property, business interests or income that will be affected by or, alternatively, that Consultant will file with CONFIRE an affidavit disclosing any such interest.
17. Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, CONFIRE shall have the right to rescind this Agreement without liability.
18. General Compliance with Laws. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of Consultant's services with all applicable laws, ordinances and regulations.
19. Amendments. This Agreement may be amended or supplemented only by written documents signed by both parties.
20. Termination. This Agreement may be terminated by either party, without cause, upon sixty (60) days' prior written notice to the other party.

In the event of a substantial failure of performance by Consultant, CONFIRE may terminate this Agreement upon a ten (10) day written notice to Consultant. The ten-day notice period shall be used by both parties in an attempt to negotiate resolution of disputes and remedy any breach.

In the event of termination, CONFIRE shall pay Consultant for all work performed as of the date of termination, calculated pursuant to Exhibit B, except that CONFIRE shall be entitled to withhold payment of funds otherwise owed to Consultant in an amount sufficient to compensate CONFIRE for costs, expenses, or damages incurred as a result of a breach of this Agreement by Consultant.

21. Ownership of Documents. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of

CONFIRE upon CONFIRE's compensation of Consultant, for its services as herein provided. Consultant shall not release to others information furnished by CONFIRE without prior approval of the Contract Administrator.

22. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of San Bernardino, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other County.
23. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepared and addressed as follows:

CONFIRE, JPA
Arthur Andres, Director
1743 W. Miro Way
Rialto, CA 92376

Debbie Bervel, M.D.
30161 Centro Vista
Highland, CA 92346

24. Successors and Assigns. It is mutually understood and agreed that this Agreement shall be binding upon CONFIRE and Consultant and their respective successors. Neither this Agreement nor any part hereof nor any monies due or to become due hereunder may be assigned by Consultant without the prior consent of the Contract Administrator.
25. Nondiscrimination. During Consultant's performance of the Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the selection and retention of employees and sub consultants and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.
26. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision, or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.
27. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between that Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF CONFIRE, JPA and Consultant have caused this Agreement to be duly executed on the day and year first above written.

CONSULTANT

Reviewed and Accepted by Consultant:

_____ Date: _____
Debbie Bervel, M.D.

CONFIRE, JPA

Approved by:

_____ Date: _____
Arthur Andres, Director

EMERGENCY MEDICAL DISPATCH MEDICAL DIRECTOR

EMD Medical Director

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

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

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

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

The EMD Medical Director shall also be responsible for the:

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

**EMERGENCY MEDICAL DISPATCH MEDICAL DIRECTOR
COMPENSATION SCHEDULE**

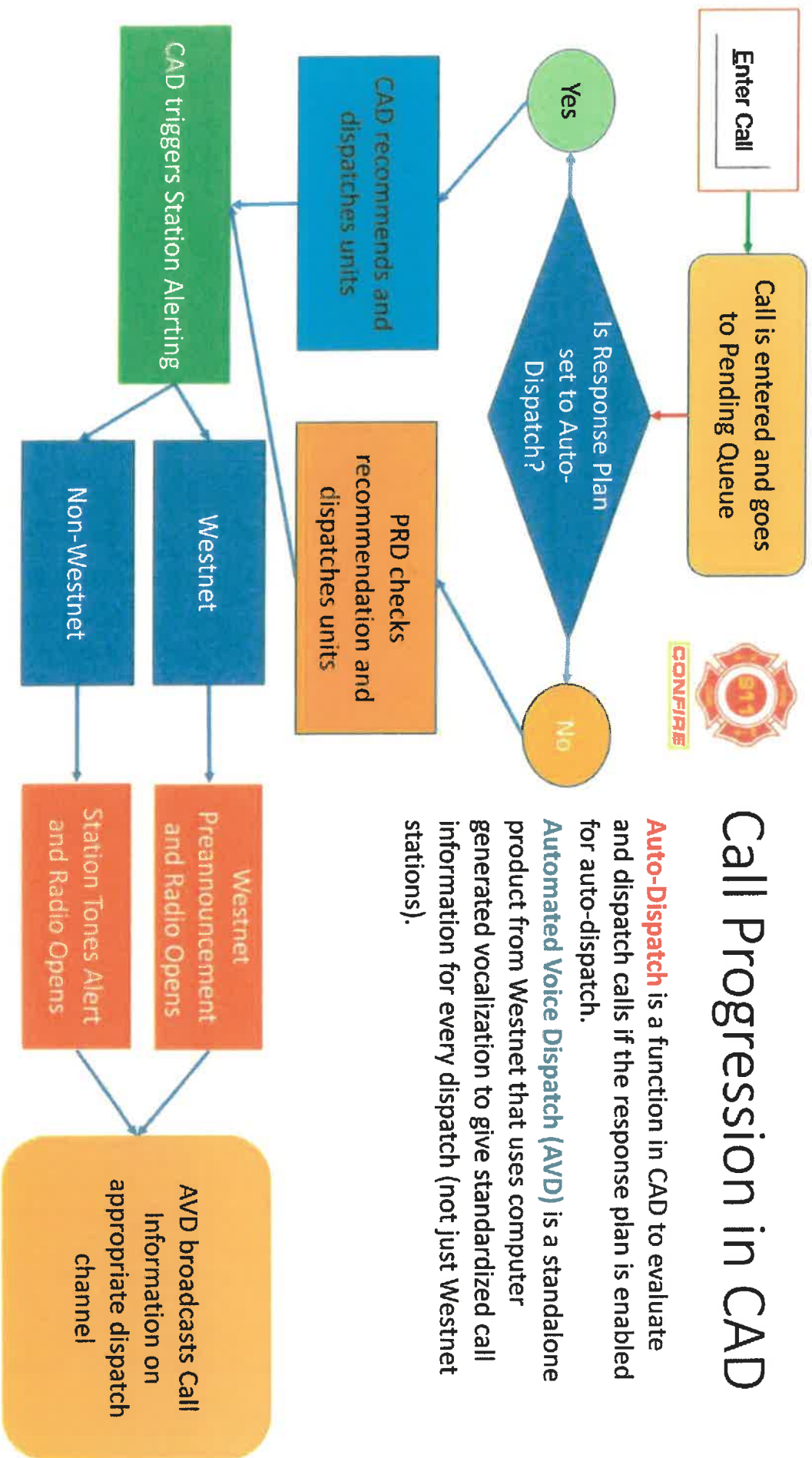
Consultant's compensation for services rendered under this Agreement shall be:

1. **BASE COMPENSATION**

Thirteen Thousand One Hundred Twelve Dollars and Seventy-Two Cents (\$13,112.72) per year.

- a. Payment shall be made in twelve (12) equal monthly installments.
- b. Payment shall be made on or about the last day of each calendar month for services rendered during that month.
- c. Each July 1st that this Agreement is in effect (commencing with July 1, 2021, Consultant's annual compensation shall be increased by three percent (3%) over that received in the year just completed.

2020-21	\$13,112.72
2021-22	\$13,506.10



Call Progression in CAD

Auto-Dispatch is a function in CAD to evaluate and dispatch calls if the response plan is enabled for auto-dispatch.

Automated Voice Dispatch (AVD) is a standalone product from Westnet that uses computer generated vocalization to give standardized call information for every dispatch (not just Westnet stations).

JOINT POWERS AGREEMENT
([Insert Appropriate Number] 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 [insert date]** (“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 of the East Valley (the “Existing Agreement”). The joint powers agreement was:
 - a. Effective on _____; and
 - b. Amended on _____ and _____.
2. **Desire to Amend.** The Parties desire to amend the Existing Agreement.

AGREEMENT

1. **Amendment and Restatement.** This [Insert Appropriate Number] 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 of fire and emergency medical services 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 member agencies 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 member agencies 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 monthly 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 member agency.
- (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 that are not expressly included within the responsibility of 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 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% of the dispatch incidents in the preceding Calendar Year, two (2) votes.

- (iii) All other Parties, one (1) vote.

Example: All transactions of business shall require a majority of eligible votes which may be different than the number of member agencies. 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.

Commented [A1]: Remove "Example". The sentence should start with "All transactions..."

(iv) In the event that full quorum is not met, no two agencies shall represent a super-majority (of the parties present).

Commented [A2]: In the event of a 2/3 quorum (5 agencies), County Fire and one additional agency could represent the majority vote. (County Fire w/ four votes and the other agency with one vote versus four other agencies single votes.) The intent in this case is to not allow two agencies (County Fire plus one) to represent the majority decision). In this event, the vote can proceed with three or more agencies representing the majority opinion). If County Fire plus to agencies cannot be met, the vote would be deferred to a meeting with a full quorum).

- (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 member agencies 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 Member Agencies (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. **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. The Defaulting Party shall pay reasonable attorneys' fees to CONFIRE as adjudicated and determined by the Court; 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.** To the furthest extent permitted by law, each Party 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.
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.**

Commented [AA3]: Cure Period- Cure and correct language w
be added in this section by legal as directed by the sub-committee

- 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 and the reasons for such termination shall be delivered to the Party whose termination is proposed. Such written notice shall be delivered at least thirty (30) business days prior to the Board of Directors meeting where termination will be discussed as an agenda item. The written notice of proposed termination shall identify the specific provisions of this Agreement that the Party has allegedly violated. 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.
- b. 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 the provisions of this Agreement, the Party in violation of this Agreement shall pay reasonable attorney fees to the Agency as adjudicated and determined by the Court.

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:
 - (1) Each Party is responsible for its pro-rata share of any obligation of the Party 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.
 - (2) 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.
 - (3) The pro-rata obligation of each Party is immediately binding on the Party at the time the obligation is incurred.
- c. 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.

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 those Parties entitled to cast not less than one hundred percent (100%) of the total number of votes.

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: Date:

Clerk, Board of Directors of Apple Valley Fire Protection District

By: President, Board of Directors of Apple Valley Fire Protection District

ATTEST: CHINO VALLEY FIRE DISTRICT
A Fire Protection District

Date: Date:

Clerk, Board of Directors of the Chino Valley Fire District

By: President, Board of Directors of the Chino Valley Fire District

ATTEST: CITY OF COLTON
A Municipal Corporation

Date: Date:

City Clerk

By: Mayor

ATTEST:

CITY OF LOMA LINDA
A Municipal Corporation

Date:

Date:

City Clerk

By:
Mayor

ATTEST:

CITY OF REDLANDS
A Municipal Corporation

Date:

Date:

City Clerk

By:
Mayor

ATTEST:

CITY OF RIALTO
A Municipal Corporation

Date:

Date:

City Clerk

By:
Mayor

ATTEST:

CITY OF VICTORVILLE
A Municipal Corporation

Date:

Date:

City Clerk

By:
Mayor

ATTEST:

RANCHO CUCOMONGA FIRE
PROTECTION DISTRICT
A Fire Protection District

Date:

Date:

Secretary, Board of Directors

By: _____
President, Board of Directors

ATTEST:

SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT
A Fire Protection District

Date:

Date:

Clerk, Board of Supervisors of San
Bernardino County, as Governing
Body of San Bernardino County Fire
Protection District

By: _____
Chairman, Board of Supervisors of San
Bernardino County, as Governing Body
of San Bernardino County Fire Protection
District

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. (“Rancho Cucamonga 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. (“Rancho Cucamonga 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**, a general law city duly formed and existing under Art. XI, section 7 of the California Constitution (“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”).



CONFIRE

STAFF REPORT

DATE: 11/10/2020

FROM: Art Andres
Director

TO: CONFIRE Admin Committee

SUBJECT: Single Source Agreement – Regional Emergency Medical Service Authority (REMSA)

Recommendation

Approve single source service agreement with REMSA to provide Emergency Communication Nurse System (ECNS) qualified staff to augment local ECNS trained nursing staff.

The agreement would be to provide ECNS services for \$93/hour. Number of hours per day and days per week would vary depending on availability of local staff.

Initial funding, if implemented in 2020, will be through the use of Cares Act monies. (reimbursed to General Reserve Fund 5010)

Background Information

For the past two years, the EMS community in the County of San Bernardino, California has been meeting and collaborating on ways to optimize the use of the Emergency Medical Dispatch (EMD) protocols, while reducing the amount of non-emergency EMS transports of confirmed low acuity patients. This initiative is a direct result of APOD or ambulance patient off-load delay, where regional receiving hospitals report Emergency Room (ER) congestion and backlog, which prevents ALS ambulances with patients to offload and ultimately clearing the ER in an appropriate and desirable turnaround time. In addition, fire department resources remain in a state of readiness for significant incidents or time sensitive medical emergencies.

EMD utilizes adopted standard protocols to determine level of acuity of medical patients. Low acuity patients do not require a standard response of fire department paramedics or an ambulance and can safely be transferred to an ECNS. Additional protocols established by the International Academy of Emergency Dispatchers are used to confirm the level of acuity by California licensed nurses. A directory of resources has been created to match the needs of the patient with the appropriate level of care. The process considers multiple factors including but not limited to insurance, available resources, hours of operation, required transportation and level of care necessary for the specific medical complaint.

CONFIRE in the midst of developing and designing an ECNS program as directed by Priority Solutions, which has been seen by stakeholders as the basis for many innovations in pre-hospital care in San Bernardino County. CONFIRE intends to hire ECN staff and house them in one of our two dispatch centers. CONFIRE and several of its member fire agency personnel, including their assigned medical director are spending near full time hours creating a system that will provide the flexibility for low acuity patients and their medical needs, attempt to keep patients within their health plan network and provide some marginal relief to regional emergency rooms.

While development of this program has been swift, it does not come without its challenges. Our goal has been to implement this program by year's end and we are challenged with hiring and training qualified nursing candidates in time for this deadline. To bridge this gap, the ECNS Project Implementation Team has engaged the REMSA to explore the feasibility of a contractual relationship between CONFIRE (an ACE center) and the REMSA (an ACE center), for the provision of ECN services until CONFIRE can hire, train and fully staff ECN's 24 hours a day, seven days a week. This contractual relationship is being developed concurrently with the CONFIRE ECN project implementation plan, not only for services to begin in the county, but for the CONFIRE ECNs to learn from and partner with the REMSA ECN team with hope this could be a successful partnership beyond the intended 12 -month contractual agreement.

The REMSA and CONFIRE partnership will be groundbreaking and a flagship program for all involved stakeholders. It will provide a reliable service agreement and be the first of its kind in California. Our stakeholders have embraced this effort and look forward to the positive impact and lessons to be learned as CONFIRE matures its own system.

FISCAL IMPACTS

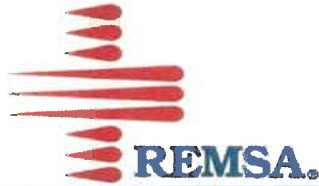
Costs will vary depending on the hours utilized. There will be a \$1,500 set up fee and the REMSA agreement does not have minimum or maximum requirements for hours to be utilized. Any hours covered by locally training nursing staff would reduce costs incurred by CONFIRE. If no hours were covered by local staff, cost to CONFIRE would be:

\$93/hour

\$2,232/day

\$401,760/ six months

The project will be initially paid from General Reserves (5010) and reimbursed by the previously approved Cares Act funding through the San Bernardino County Fire District.



Regional Emergency Medical Services Authority

A non-profit community service using no tax dollars

November 4, 2020

Subject: Letter of Intent for REMSA provide CONFIRE JPA with ECNS services to assist with patient medical dispatch in San Bernadino County, California.

Dear Mr. Art Andres:

Regional Emergency Medical Services Authority (REMSA) is working with CONFIRE to provide Emergency Communication Nurse Services (ECNS) as part of CONFIRE's emergency medical dispatch services in San Bernadino County, California.

The attached draft of the Services Agreement is in progress with both parties expressing interest in consummating a mutually beneficial service arrangement by November 10, 2020.

REMSA is interested in offering its experience and knowledge as an independent contractor to assist CONFIRE with ECNS support on the basis that REMSA recovers its costs and service margin.

The parties to this letter of intent will further determine and define details which will be documented in the attached Services Agreement developed between the parties.

Specific Areas that require additional diligence to ensure appropriate operationalization or require further mutual clarification include:

- Technology necessary to ensure appropriate integration, call processing efficiency, patient safety and data integrity.
- Medical direction, quality assurance and protocol selection
- Directory of services and expectation of patient navigation
- Reporting and performance metrics
- Operations plan to include scaled 24/7 staffing.
- Fees for service
- Timeline

Regards,

Barry Duplantis, CFO

Agreed:

REMSA

By: Adam Heinz

CONFIRE JPA

By: Art Andres

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is dated for identification purposes only as **October 19, 2020**, and is entered by and between the Regional Emergency Medical Service Authority, a Nevada nonprofit corporation (the “Contractor” or “REMSA”) and CONFIRE, a governmental jurisdiction (the “Client” or “CONFIRE”), Contractor and Client are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

Recitals

WHEREAS, Contractor is the exclusive ground ambulance provider in Washoe County, including the Cities of Sparks and Reno, Nevada, and is a regional air ambulance provider.

WHEREAS, Contractor has developed a suite of services under its Community Health Programs including community paramedicine services (as defined in NRS 450B.0615), a nurse health line communications center, and a program for providing non-emergent transportation to destinations other than emergency departments which operate outside of but in coordination with emergency and non-emergency ambulance services provided under its franchise for ambulance services with the Washoe County Health District

WHEREAS, Client is an emergency 911 call taking and dispatch services provider in San Bernardino County.

WHEREAS, Client wishes to engage Contractor to provide Emergency Communications Nurse (ECN) services as part of the emergency medical dispatch services provided by Client.

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Contractor will provide the Services (as defined below) to or on behalf of Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. **SERVICES**. During the term of this agreement, Client hereby engages Contractor, and Contractor hereby accepts such engagement, for the provision of Emergency Communications Nurse (ECN) services by Contractor to Client’s callers as further described in Exhibit A attached hereto and incorporated herein by reference (the “Services”), upon the terms and conditions set forth herein. All Services shall be provided from Contractor’s communications center in Reno, Nevada, for emergency medical calls received by Client in the service area as defined in Exhibit A, Section 3.7 (the “Service Area”) and transferred by Client to Contractor. The Services shall be performed in the manner consistent with both California Law and Nevada Law.

2. **SERVICE FEES & PAYMENT SCHEDULE**.

2.1 **Fees**. As full and complete consideration for the Services to be performed by

Contractor hereunder, the Client agrees to pay fees to Contractor on the basis, and at the times and in the manner, specified in Exhibit A, as amended from time to time in accordance with this Agreement (the “Service Fees”). The Service Fees will be based on a per hour RN rate.

22 Expenses. Contractor shall be responsible for all expenses incurred by Contractor in the performance of the Services included in this Agreement; provided, however, that Client hereby agrees to reimburse Contractor for any reasonable expenses incurred in connection with the provision of labor, services, or other work arising in relation to the Services (as provided on Exhibit A) but not included in this Agreement provided that (a) such expenses are directly related to the Services as outlined in Exhibit A, (b) Contractor submits verification of such expenses as Client may require, and (c) Contractor obtains Client’s prior written consent to incur such expenses. Unless other terms are set forth in writing signed by both parties hereto, expenses payable by Client to Contractor under this Agreement shall be due and payable within thirty (30) business days following the monthly billing during the continuance hereof.

3. RELATIONSHIP OF PARTIES. In the performance of the Services hereunder, Contractor is an independent contractor. All personnel assigned by Contractor to perform services hereunder shall be considered contractors or employees of Contractor, not employees of Client. All employees, methods, equipment, and facilities used or employed by Contractor will at all times be under Contractor’s operational supervision and control. Subject to restrictions contained in Section 10.1, Contractor will be fully responsible for the acts and omissions of its employees, agents, assignees, and contractors or who are otherwise acting for and under the direction of Contractor and engaged in the performance of Services under this Agreement.

4. CONTRACTOR’S ADDITIONAL RESPONSIBILITIES REGARDING TAXES AND BENEFITS; FREEDOM TO PROVIDE SERVICES.

4.1 Contractor’s Additional Responsibilities Regarding Taxes and Benefits. Contractor agrees, covenants, and represents that because Contractor is an independent contractor and not an employee of Client: (a) Contractor shall be responsible for paying any federal, state, or local payroll, social security, disability, workers’ compensation, self-employment insurance, income and other taxes or assessments and for filing all related tax, information, and other returns; (b) Contractor shall at Contractor’s expense, pay and be fully liable and responsible for, and indemnify and hold harmless Client for, any assessments, fines or penalties relating to Client’s failure to pay or withhold any and all taxes relating to any compensation paid pursuant to this Agreement or to file any and all required returns; and (c) Contractor shall not be eligible to participate in Client’s workers’ compensation, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by Client for its employees.

5. COMPLIANCE.

5.1 Legal Compliance. The Parties represent and warrant that at all times during the Term of this Agreement, they shall comply with all applicable laws, regulations and requirements of state, local and federal governmental authorities pertaining to the Services, including but not limited to the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977, the Medicare and Medicaid Patient and Program Protection Act of 1987, or the Ethics in Patient Referrals Act.

Contractor represents and warrants that all employees used by Contractor in the performance of the Services are and will continue to be properly licensed and certified in accordance with all applicable local, state and federal laws, rules and regulations and with rules and regulations of all governmental agencies. In addition, the Parties will (i) not operate in a manner that could result in the application of the anti-self-referral provisions of the Stark legislation (42 U.S.C. § 1395nn); (ii) not operate in a manner contrary to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations regarding patient privacy; and (iii) not operate in a manner that would reduce or limit care to patients, including Medicare or Medicaid beneficiaries and result in a violation of the Civil Monetary Penalties law (42 U.S.C. § 1320a-7a(b)(1)). The Parties further agree that neither Party shall make payments nor will either Party accept payments that would violate the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)).

5.2 Change in Law. In the event of any material change in any federal or state law or regulation or the interpretation or enforcement of any federal or state law or regulation that creates the significant likelihood of sanction or penalty based on the terms of this Agreement or that impairs the ability of Contractor to bill for the Services, upon the request of a Party, the Parties will enter into good-faith negotiations concerning the affected provision(s) to remedy such terms or conditions. In the event the Parties are unable to reach agreement concerning the affected provision(s), any Party will have the right to immediately terminate this Agreement.

5.3 REMSA Washoe Franchise. It is the express intention of the parties that the Services not deplete or impair REMSA's ability to provide services under its franchise with the Washoe District Board of Health ("Washoe Franchise"). In the event of any allegation of noncompliance or threatened termination or cancellation of REMSA's Washoe Franchise arising from the existence of or REMSA's performance under this Agreement, the Parties will enter into good-faith negotiations concerning the affected provision(s) to remedy such terms or conditions. In the event the Parties are unable to reach agreement concerning the affected provision(s), any Party will have the right to immediately terminate this Agreement.

6. CONFIDENTIALITY; RETURN OF PROPERTY; HIPAA.

6.1 Confidentiality. The Parties acknowledge that in the course of performing under this Agreement, each Party may have access to confidential and proprietary information of the other Party, including without limitation any information, technical data, concepts, ideas or know-how concerning a disclosing Party or its business, whether prepared by the disclosing Party, its representatives or otherwise, regardless of the form or format in which communicated, which is furnished to the receiving Party or its representatives, now or in the future, by or on behalf of the disclosing Party, and shall include, among other things, all notes, analyses, compilations, studies, interpretations or other documents prepared by the receiving Party or its representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the receiving Party or its representatives by the disclosing Party or its representatives pursuant hereto (collectively, "Confidential Information"). The receiving party hereby acknowledges and agrees that all Confidential Information shall constitute the sole and exclusive property and proprietary information of the disclosing Party and that the receiving Party shall have no rights thereto. The receiving Party and its employees, representatives, and agents shall maintain the confidentiality of the Confidential Information and shall not sell, license, publish, display, distribute, disclose, or otherwise make available the Confidential Information to any third party nor use such information except as

authorized by this Agreement or as expressly required by law. The receiving Party hereby acknowledges and agrees that this obligation survives any expiration or termination of this Agreement.

62 Return of Property. Upon termination of the Agreement or earlier as requested by either party, the receiving Party will deliver to the disclosing Party any and all disclosing Party property, including without limitation drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Confidential Information.

63 HIPAA. The Parties agree to enter into a separate Business Associate Agreement regarding the protection and use of protected health information ("PHI").

64 Confidentiality of Agreement. Contractor and Client agree that the terms and conditions of this Agreement shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order, unless agreed to by both parties in writing.

7. INSURANCE.

7.1 Required Insurance

7.1.1 Types Required. Both Parties agree to maintain in full force and effect industrial insurance as required by applicable law and insurance policies covering general liability and medical malpractice liability issued by an insurance company authorized to do business in the State of Nevada and the State of California, as applicable. Upon request, each Party agrees to provide the other Party with certificates evidencing the insurance coverage required under this Agreement.

7.1.2 Minimum Limits of Insurance. Both parties agree to directly provide or cause to be provided the following insurance limits:

(a) Comprehensive General Liability: Coverage provides, but is not limited to, contractual, independent contractor, incident malpractice with limits of liability for personal injury and/or bodily injury, including death of not less than One Million Dollars (\$1,000,000.00), each occurrence; and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

(b) Professional Errors and Omissions Liability (Malpractice): One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Contractor. Contractor hereby represents and warrants that (a) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party; and (b) Contractor will provide the Services in accordance with customary professional standards in the

community during the term of this Agreement. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, AND CLIENT HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, INFORMATION OR FITNESS FOR USE OF A PARTICULAR PURPOSE.

82 Client. Contractor hereby represents and warrants that Contractor has full right and power to enter into and perform this Agreement without the consent of any third party.

9. INDEMNIFICATION.

9.1 Indemnification by Contractor. Contractor shall indemnify, defend, and hold harmless Client, its affiliates, directors, officers, representatives, employees, customers, and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including court costs, reasonable attorney's fees and reasonable investigative costs) in connection with any suit, demand or action by any third party arising out of or resulting from (a) any breach of its representations, warranties or obligations set forth in this Agreement, or (b) any negligence, willful misconduct or breach of this Agreement or any applicable laws or regulations by Contractor, except to the extent that any of the foregoing arises out of or results from the breach by Client of this Agreement or any applicable laws or regulations, or the gross negligence or willful misconduct of Client, provided that Client gives Contractor written notice of any such claim and Contractor has the right to participate in the defense of any such claim at its expense. From the date of written notice from Client to Contractor of any such claim, Client shall have the right to withhold from any payments due Contractor under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Contractor's obligations under this Section.

9.2 Indemnification by Client. Client shall indemnify, defend, and hold harmless Contractor, its affiliates, directors, officers, representatives, employees, customers, and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including court costs, reasonable attorney's fees and reasonable investigative costs) in connection with any suit, demand or action by any third party arising out of or resulting from (a) any breach of its representations, warranties or obligations set forth in this Agreement, or (b) any negligence, willful misconduct or breach of this Agreement or any applicable laws or regulations by Client, except to the extent that any of the foregoing arises out of or results from the breach by Contractor of this Agreement or any applicable laws or regulations, or the gross negligence or willful misconduct of Contractor, provided that Contractor gives Client written notice of any such claim and Client has the right to participate in the defense of any such claim at its expense.

10. TERM AND TERMINATION.

10.1 The term (the "Initial Term") of this Agreement will commence on November 17, 2020 (the "Commencement Date") and terminate on the date which is six (6) months after the Commencement Date, unless terminated sooner pursuant to the terms of this Agreement. This Agreement shall automatically renew for an additional six (6) month periods unless terminated in accordance with this Agreement.

(a) Termination Without Cause. Either party may terminate this Agreement, without cause if the terminating party provides the other party with at least sixty (60) days prior written notice of the terminating party's intent to terminate this Agreement.

(b) Termination With Cause.

(i) By Contractor. Contractor may terminate this Agreement upon thirty (30) days prior written notice to Client in the event Client fails to compensate Contractor in accordance with this Agreement and upon thirty (30) days prior written notice to Client in the event Client breaches this Agreement and fails to cure the breach within thirty (30) days after having been notified in writing of the breach.

(ii) By Client. Client may terminate this Agreement upon thirty (30) days prior written notice to Contractor, in the event Contractor breaches this Agreement and fails to cure the breach within thirty (30) days after having been notified in writing of the breach.

(c) Immediate Termination of the Agreement. Notwithstanding any other provisions of this Section, this Agreement may be terminated immediately upon written notice by one Party to the other Parties upon the occurrence of any of the following events:

- (i) Any court or governmental agency, or legal counsel for either party, determines that this Agreement violates any law or regulation; or
- (ii) Pursuant to circumstances described in Section 5.2 or 5.3, upon the inability of the Parties to reach agreement regarding revisions necessary to comply with changes in law or regulation.

(d) Immediate Termination by Client. Notwithstanding any other provisions of this Section, this Agreement may be terminated immediately upon written notice by Client to Contractor upon the occurrence of any of the following events:

- (i) Filing by or on behalf of Contractor of any voluntary or involuntary petition in bankruptcy, dissolution or liquidation;
- (ii) Assignment of 50% or more of the assets of Contractor for the benefit of its creditors;
- (iii) Cancellation or termination of Contractor's general or professional liability insurance;
- (iv) Loss or suspension of any license or authorization of Contractor, which is required by Contractor to conduct business, provide such services as described in Exhibit A, or perform its obligations under this Agreement; or
- (v) Any intentional misrepresentation of material facts or material circumstances by Contractor to Client; or

(e) Immediate Termination by Contractor. Notwithstanding any other provisions of this Section, Contractor may immediately terminate this Agreement upon written notice by Contractor to Client upon the occurrence of any of the following events:

- (i) Cancellation or termination of Client's general or professional liability insurance;
- (ii) Loss or suspension of any license or authorization of Client, which is required by Client to conduct business or perform its obligations under this Agreement; or
- (iii) Any intentional misrepresentation of material facts or material circumstances by Client to Contractor.

102 Effect of Termination. Nothing contained in this Section will affect or impair any rights or obligations arising prior to or at the time the termination of this Agreement. Following the date of termination, each Party will remain liable for any obligations or liabilities arising from its performance of (or its failure to perform) its obligations and duties under this Agreement prior to the date of termination. Notwithstanding anything herein to the contrary, the provisions of Section 2.2 shall survive termination of this Agreement.

11. GENERAL PROVISIONS.

11.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes any contracts, agreements or understanding (oral or written) of the parties with respect to the subject matter hereof. No term of this Agreement may be amended except upon a signed written agreement of both parties, unless otherwise provided in this Agreement.

11.2 Binding Effect; Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the parties, their successors, and permitted assigns. Neither Party may subcontract or assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party.

11.3 Notices. Any notice or notices which any party hereto deems necessary, useful or convenient to give to any other party or parties hereto, at any time and from time to time, shall be in writing and shall be personally served upon, sent by registered or certified mail or by national overnight carrier to the parties at the following addresses:

To Contractor: Regional Emergency Medical Service Authority
450 Edison Way
Reno, Nevada 89502
Attention: Dean Dow, President/Chief Executive Officer

With a Copy to: McDonald Carano Wilson
P.O. Box 2670
Reno, Nevada 89505
Attention: Michael Pagni, Esq.

To Client at: CONFIRE
1743 Miro Way, Rialto,
CA 92376
Attention: Art Andres, Executive Director

11.4 Attorneys' Fees and Costs. If either party brings any legal action or any arbitration or other proceeding to enforce the terms of this Agreement or seek other relief related to this Agreement, the non-prevailing party shall pay reasonable attorneys' fees and other costs incurred in that action or proceeding.

115 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute but one and the same instrument.

116 Headings. The headings and captions contained in this Agreement are inserted only as a matter of convenience and reference. Said headings and captions shall not be construed to define, limit, restrict, extend or describe this Agreement or the intent of any provision hereof.

117 Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision, or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

118 Severability. If any provision of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect.

119 Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

11.10 Force Majeure. Neither Client nor Contractor shall be considered to be in default of this Agreement if delays in, or failure of performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "force majeure" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the control of the non-performing Party. It includes, but is not limited to, vandalism, sabotage, war, fire, flood, earthquake or other "acts of God" or natural or meteorological causes or pandemic disease or influenza outbreaks which prevent the parties from performing their responsibilities hereunder. If either Party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing Party shall promptly notify the other Party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither Party shall be obligated to perform their respective obligations under this Agreement during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either Contractor or Client may terminate this Agreement upon written notice to the other.

The term "force majeure" shall not include changes in market conditions or governmental action that affects the cost of, availability of, or the demand for services or products or include a Party's financial inability to perform. Any non-performing Party shall use its best efforts to correct any event of force majeure and resume performance as quickly as possible.

11.11 Program Records. Contractor shall maintain such records and such information as related to the performance under this Agreement for a period of ten (10) years and such further period of time as may be required by law, and as may be necessary for the evaluation of the quality, appropriateness and timeliness of such services performed under this Agreement and necessary for compliance by Client with State and Federal laws and regulations. Contractor will further provide to Client and, if required, to authorize State or Federal agencies, access to such records as needed

to conduct fiscal audits, medical audits, medical reviews, utilization reviews and other periodic monitoring upon request by Client or appropriate government agencies.

- 11.12 Compliance and Audit. Upon reasonable written notice not less than thirty (30) days, Client may conduct an audit to verify Contractor's compliance with the Agreement terms.

[Signature page follows].

DRAFT

IN WITNESS WHEREOF, the parties hereto have duly executed this Service Agreement as of the date first above written.

CONTRACTOR:

Regional Emergency Medical Service Authority, a Nevada nonprofit corporation

By: _____

Name: Dean Dow

Title: President/Chief Executive Officer

Date: _____

CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

A.1. Scope of Services – ECN Line

A.1. Background

The CONFIRE Regional Emergency Communication Center is a Joint Powers Agreement (JPA), which serves the 13 agencies, coordinating fire, rescue, and EMS resources in San Bernardino County (SBC). Their service area spans approximately 80% of the populated area, processing an average of over 225,000 dispatched calls per year. Near 85% of calls dispatched are medical in nature, of which near 125,500 of those are processed through the Emergency Medical Dispatch (EMD) protocols through ProQA software provided by the International Academy of Emergency Dispatch (IAED). The CONFIRE Emergency Communications Center (ECC) is an Accredited Center of Excellence (ACE) as recognized by IAED, in the provision of these EMD services.

The Regional Emergency Medical Service Authority (REMSA) is a Nevada nonprofit corporation and regional emergency medical transport and emergency medical dispatch provider in Northern Nevada, providing 9-1-1 response and transport, interfacility transport, disaster preparedness, special events coverage, search and rescue, tactical medical support, and public education to near 500,000 resident population and to over an average of five million visitors annually. REMSA provides ground ambulance services under a performance-based franchise agreement with the Washoe County Health District and is the sole provider of emergency and inter-facility ground ambulance transport services within Washoe County (excluding Incline Village and Gerlach). REMSA responds to approximately 70,000 requests for service per year of which [REDACTED] calls are processed through EMD.

In addition to its franchise obligations, REMSA staffs and manages a Nurse Health Line (NHL) communications center 24 hours a day, seven days a week, staffing Registered Nurses (RN) to provide assessment, recommended level of care or referrals to community resources to callers who are transferred to the Nurse Health Line from the 911 Center, or to callers who call the Nurse Health Line directly via a 10-digit telephone number. Those callers who are transferred from the 911 Center are vetted through the EMD protocols to determine if they should be categorized as low acuity and most likely not in need of a lights and sirens emergency government resources field response. In these situations, the RN, using the Priority Solutions Inc, LowCode software, under the auspices of the IAED's Emergency Communications Nurse System (ECNS) and accessing a local community Resource Directory in an attempt to provide solutions to callers that are either in a health care plan which can provide a level of service within their network or can be referred to other community resources (the services referenced in this paragraph referred to as the "Nurse Health Line Services"). Where the context so applies, the term "ECN Line" will refer to REMSA's Nurse Health Line described above.

CONFIRE and its stakeholders desire a partnership with REMSA for the interim provision of ECN services through REMSA's Nurse Health Line while CONFIRE works to stand up its own ECN program. CONFIRE anticipates that 20% or approximately 14,000 of their call volume may be eligible for ECN services.

The over program plan is for CONFIRE to reach a level of staffing and program administration of which they can then provide their own ECN services, anticipated during the second quarter of Year

2021. Until then, the services of the REMSA's Nurse Health Line will enhance the services to the San Bernadino community and provide a template of which to emulate as CONFIRE stands up their own 911 to ECN Line.

2. Description of Services

The term "Services" or "ECN Services" shall refer to the services described in the following paragraph: Contractor will provide, at Contractor's communications center, the Nurse Health Line Services for Client, utilizing California-certified registered nurses specifically trained in the Priority Solutions Inc, protocol system "Emergency Communication Nurse (ECN) System", to assess and triage callers transferred from Client to the Contractor Call Center located in Reno, Nevada. Via the phone system, Contractor's nurse personnel will provide care, guidance and/or referral to the appropriate health care or community resource as prescribed by the Emergency Medical System (EMS) in San Bernadino County, to be provided by Client.

3. Joint Duties and Responsibilities of Client and Contractor

3.1 Primary Contact – The Parties will each designate a primary contact person to handle the operational details of the Scope of Services specified in this Agreement. The Parties will jointly develop an Implementation Plan for the commencement of services described in this Agreement. As part of the Implementation Plan, the Parties will mutually agree on a service launch date.

3.2 Sharing of Data – The Parties will jointly develop and share data and information, both qualitative and quantitative, as allowed by law, for the purpose of care coordination for the callers served by Contractor. CAD and LowCode will be shared as prescribed by the PSI interface. This access is for the purposes of QA and customer service reviews, aggregate survey data collection and report development (refer to 3.11) as conducted by REMSA and CONFIRE.

3.3 Notice of schedule change – notice schedule changes will be on or before the 15th of the month, allowing the change to occur on 1st of the following month. Should the 1st fall on day that is a holiday or service day that is incompatible with schedule change, parties will agree on the specified date.

3.4 Change management procedures will be mutually agreed upon by both parties. In particular, change to scheduling (see 2.4) or Resource Directory changes maybe unpredictable and unscheduled. Therefore, parties must agree that spontaneous change may be requested and managed appropriately.

3.5 Grievance Procedure is defined in the Operation Plan as described below and will be mutually agreed upon by parties.

3.6 Operational Plan – A mutually agreed upon operations plan (Attachment A) will detail the call flow and any and all local protocols requested by CONFIRE and/or REMSA. Signature lines in the operations plan denote the mutual agreement of both parties, allowing details of this plan to be revised and agreed upon in future dates, as needed.

3.7 Technology Plan - A mutually agreed upon technology plan (Attachment B) will detail technical interfaces and/or data flow between CONFIRE and REMSA equipment. Signature lines in the operations plan denote the mutual agreement of both parties, allowing details of this plan to be revised and agreed upon in future dates, as needed.

4. Contractor Duties and Responsibilities

4.1 ECN Service Line – Contractor will provide a ten-digit telephone line, 24 hours- per-day, 7 days- per-week with specifically-trained staff certified in the (IAED) Emergency Medical Dispatch

(EMD) protocols, ECNS system protocols and, who understand or is certified in quality assurance systems and practices.

- 4.2. Credentials – The ECN Line will be staffed by specially-trained registered nurses. Registered nurses will be licensed in Nevada and California and will maintain Emergency Medical Dispatch (EMD) certification and Emergency Communications Nurse System (ECNS) certification.
- 4.3. Protocols – CONFIRE will be transferring eligible callers via 911 or other telephone number to the ECNS Line, for the provision of applying the PSI protocol-driven algorithm certified by the International Academy of Emergency Dispatch.
- 4.4. Clinical Quality Improvement & Accreditation – Contractor will maintain a quality improvement program as required by the IAED’s Accredited Center of Excellence (ACE) designation. Contractor will maintain industry-specific accreditation. Additional accreditations may be achieved as mutually agreed by the Parties. Both parties will agree on process and type of calls that are reviewed outside of the normal (random) call selection.
- 4.5. Service Area – for the purposes of this contract, the applicable service area is the locations of which calls are transferred to that originated at the CONFIRE Emergency Communications Center (ECC). The ECC services approximately 80% of the greater San Bernardino County geographical location and population.
- 4.6. Designated Phone Number – Contractor will provide a designated phone number for calls to be transferred to the ECN Line. Client agrees that this phone number can be a pre-existed phone line or extension. Optimally, the line used would be exclusive to CONFIRE transfers, which sets the ECN’s preparation for a call from the SBC locale.
- 4.7. Eligible Callers – A caller that accesses 911 requesting medical services to a valid location within the CONFIRE serviced area. CONFIRE ECC staff apply EMD protocols, including Case Entry and Determinant Selection, in where the caller’s acuity is identified as eligible for an ECN transfer. The transfer is conducted and answered by the on-duty ECN who will process the caller’s information via an approved script and protocol. When the ECN successfully completes the ECNS protocol a recommended level of care is be provided to the caller.
5. Client Duties, Responsibilities and Acknowledgements
 - 5.1. Emergency Medical Conditions – Client acknowledges and agrees that once the call is received by Contractor, and any time a caller believes that emergency medical care is required, Contractor will immediately transfer the caller to the appropriate 9-1-1 public safety answering point according to protocols established by Client.
 - 5.2. Eligible Callers – Eligible callers include those who have accessed 911 and are within the CONFIRE service area.
 - 5.3. In-Network Referral List –The Parties will jointly develop a change procedure to update the lists containing in-network and SBC services.
 - 5.4. Availability of Client’s In-Network Services – Client is solely responsible for availability of in-network and SBC services following referral by the ECN.

EXHIBIT B

Service Term Fees & Payment Schedule – Emergency Care Nurse System

1. Term of Service – the term of this agreement will not exceed the period of one year or 12 -months from the commencement of services, otherwise referred to as a year-to-date service period. While CONFIRE is planning on only utilizing said services for the period of six months during this contract agreement, both parties will confer should CONFIRE desire to extend service period into the remainder of the 12-month period. Furthermore, while CONFIRE analyzes calls for service data from Contractor, CONFIRE reserves the right to decrease service hours.
 2. Service Fees Payable by Client to Contractor – Payment for specified services will begin on the mutually agreed launch date. For services provided in the first month of service, payment will be prorated based upon the mutually agreed service launch date.
 3. Fees/Rates for Service – Contractor has agreed to provide services stipulated herein at the rate for staffing the ECN Line is \$93.00 per RN hour.
 4. Set-up Fee – A one-time set-up fee not to exceed \$1,500.00 is payable within 30-days of contract effective date and covers basic set-up costs and loading directory of services for CONFIRE.
 5. The annual or 12 -month calendar period will not exceed \$1,135,809 for services rendered, not including the one-time set-up fee.
- 5.2 Peak workload periods have been established by CONFIRE. Additionally, CONFIRE has quantified the possibility of receiving more than one call for service, which would require additional staffing. The hours identified can be found on Exhibit C. For the purposes of cost, the following below indicates the additional surge hours requested, and fees determined not to exceed the amount of \$305,505.
- 3.1. Payments are due and payable within thirty (30) business days of Contractor’s invoice.
 - 3.2. Contractor will submit invoices for payment to Client as specified in section 2 of the contract agreement.

Service Hours

1. CONFIRE has requested service from REMSA, for a period of one calendar year, with ECN’s on-duty 24 -hours a day, seven days a week to answer the telephone line receiving CONFIRE transfers.
2. CONFIRE has identified surge periods, in where data analysis predicts more than one call to be handled at the same time, during the hours of 11:00 am to 8:00 pm, every day of the week, will require a second ECN.
3. Should a second call be received outside of the surge period and a second ECN is on-duty and capable of answering the transfer, the call will be handled by the second ECN. REMSA will in turn document said service and invoice CONFIRE for one hour of service in addition to surge and base fees.
4. Deviation in the service schedule and agreed upon processes, refer to Section 3.3.

**Attachment A
Operations Plan**

**Attachment B
Technology Plan**

DRAFT



Real Estate Services Department Leasing and Acquisitions

Terry W. Thompson
Director

Jennifer Costa
Assistant Director

November 5, 2020

VIA CERTIFIED MAIL

Art Andres, Director
Consolidated Fire Agencies
1743 W. Miro Way-West End Building
Rialto, CA 92376

RE: SAN BERNARDINO – COUNTY-OWNED PROPERTY – VALLEY EOC – CORNER OF RIALTO AVENUE AND LENA ROAD – APN 0279-271-20 – PROPOSED CONFIRE OCCUPANCY

Dear Mr. Andres:

In response to the interest Consolidated Fire Agencies (CONFIRE) has expressed in occupying approximately 4,270 square feet of office space in the proposed County of San Bernardino Valley EOC to be located in San Bernardino at the corner of Lena Road and Rialto Avenue on APN 0279-271-20, the County of San Bernardino Real Estate Services Department offers the following:

Projected occupancy date: Fall 2023

Projected area occupied: 4,270 square feet of Class "A" office space

Projected monthly rent: \$11,000 per month

Projected cost/square foot: \$2.58 per square foot, per month

Projected Operating costs
Including Utilities: \$1.33 per square foot, per month

Projected base rent cost \$1.25 per square foot per month

Custodial maintenance, building maintenance and grounds maintenance costs are combined along with utility costs in the operating cost figures presented. Please note that a separate agreement would be required for antenna space on the County tower and communication rack space in the County's communication equipment shelter, which costs are not included in this proposal. If you have any questions regarding the above proposal, please contact Keith Burke at (909) 677-7961 or via email at Keith.Burke@res.sbcounty.gov.

Sincerely,

A blue ink signature of Terry W. Thompson, written over a white background.

Terry W. Thompson
Director
TWT:KB.cl

BOARD OF SUPERVISORS

ROBERT A. LOVINGOOD
Fifth District

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Vice Chair, Fifth District

Leonard A. Hernandez
Chief Executive Officer



CONFIRE

STAFF REPORT

DATE: 11/10/2020

FROM: Art Andres
Director

A handwritten signature in blue ink, appearing to read 'Art Andres'.

TO: CONFIRE Admin Committee

SUBJECT: CONFIRE Emergency Communications Center Staffing Analysis

Recommendation

Accept the final draft report and allow a sub-committee of various stakeholders to review the recommendations for possible implementation.

Background Information

Mission Critical Partners (MCP) was hired to conduct a comprehensive staffing analysis to include eight major operational areas and develop recommendations for consideration. MCP was able to identify 36 key areas for review which include a possible re-structure of operational configurations relating to staffing requirements. Staffing recommendations address current and future operational needs in order of priority. The report best summarizes CONFIRE as "An ever-changing organization, adapting to the innovations of next generation technology, increasing customer satisfaction, staff engagement and leveraging those assets to exceed industry standards as well as member expectations."

This study provides a roadmap to address current and future challenges.

FISCAL IMPACTS

There is no cost associated with accepting the report. Costs may be incurred depending on various recommendations adopted over time. One recommendation is a radio reconfiguration. The plan is pending implementation but was recently endorsed by the Ops Chiefs and approved by the Administrative Committee. There is no cost for implementing this recommendation. Other recommendations involve additional staffing, but those items would be addressed through the normal budget process. The immediate goal is to become fully staffed based on current vacancies.



CONFIRE Emergency Communications Center Staffing Analysis

Final - Draft Report

PREPARED FOR
CONFIRE JOINT POWERS AUTHORITY, CALIFORNIA
NOVEMBER 2020

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Executive Summary

Mission Critical Partners is pleased to have partnered with CONFIRE to analyze the staffing needs of the CONFIRE Emergency Communications Center (ECC). This report provides insight into possibilities of restructuring operational configurations and its relation to staffing requirements. CONFIRE has split operations into two physical locations, while adding new programs and services, and enhanced technology.

Recent developments that prompted this staffing study include:

- The CONFIRE ECC has an authorized staff strength of 46 ECC staff (6 call-takers, 40 dispatchers). There are seven vacancies, which accounts for 15% of the current ECC workforce allocation. Eight authorized supervisory staff, including four newly created positions, which at the time of this report, remain unfilled. A total of 11 positions are unfilled. Unfilled dispatcher vacancies are filled with existing staff who are forced to work overtime.
- CONFIRE has operationalized a second ECC in Hesperia, known as Desert ECC. This effort was due to organic growth, which out-paced the space afforded in the legacy facility in the Rialto (Valley ECC). The lack of space facilitated this split, which was dramatically compounded with the spontaneous need to expand and comply with COVID-19 pandemic safety measures. It is anticipated that this facility will continue to operate full-time indefinitely.
- CONFIRE has incorporated a (sworn) Command and Control position into its operations. Initial design has a BDC Chief Officer assigned to the Desert ECC on a 40-hour per week and on-call basis. This position's role and responsibility is to monitor and oversee the movement of BDC resources. The new position is being monitored and evaluated by the CONFIRE Operations Chiefs, to determine pitfalls and benefits before expanding its scope.

With above dynamics in mind, the premise of this report is simple. The authorized staffing numbers and measure how performance is delivered as calculated against industry call answering standards. The report details three sections:

- Current State – provides a baseline of data and a snapshot of today's current environment
- Analysis – provides findings and recommendations using staffing calculations and the operational configuration, and their alignment with the mission, standards compliance, and organizational culture.
- Future State – provides options and recommendations for the (new or) future CONFIRE ECC operational configuration and staffing requirements

CONFIRE is not unlike the majority of 911 centers across the country, as workload and growth out paces the established facility space, technology capacity and infrastructure that supports its operations. These factors, coupled with the State of California commencing its migration to next generation of 911 (NG-911)

services throughout the State, necessitates agencies like CONFIRE to make plans to prepare for and adapt to the changing nature of the emergency communications universe.

Staffing ECC's or PSAPs has been and continues to be a serious challenge industry wide. To that end, MCP addressed not just the numbers, but also the organizational structure and operational configuration of the ECC. This assessment includes observations and suggestions regarding radio configuration, staff retention, training and quality assurance and technology uses.

While MCP was narrowly focused on staffing, our broad observation of the operation finds that CONFIRE is well managed, well equipped and well situated for further progress and success and has the operational mindset to adapt to new ways of doing business.

Current State

Without the benefit of analysis, MCP found several current state practices to note and has made correlating recommendations as summarized below. Not listed in these findings are the following areas, which MCP has identified as sound and best practices in place:

- **Organizational Structure:** CONFIRE employs a solid organizational structure with each needed ECC operational component well represented.
- **ECC Technology:** CONFIRE is forward-thinking with the tools that allows maximum efficiency and proficiency for ECC staff.
- **Performance:** CONFIRE's recognition as achieving and maintaining international recognition as an Accredited Center of Excellence (ACE) is an exceptional accomplishment that few in the industry can attain. While call answering and call processing timeframes continue to be areas of needed improvement, the performance impediments may be more a result of staffing needs than executing duties and expectations.

A combination of staffing, operational and technology enhancements are in the summary of findings and recommendations. The full list of recommendations is in Section 10.

Current State Findings and Recommendations Summary

Current State Findings and Recommendations		
Item	Findings	Recommendation(s)
Staffing climate	The CONFIRE ECC has experienced an approximate 15-30% staffing deficit over the past four years.	Strive to achieve and maintain full staffing levels.
	Existing ECC staff must work overtime to meet (minimum) staffing requirements. Much of this is forced overtime.	It is estimated to take a minimum of two years to achieve full staffing strength; prepare ECC for an aggressive effort of

		training new staff after conducting back-to-back academies and on-the-job training.
	To maintain operational capacity CONFIRE backfills scheduled vacancies with existing staff working voluntary or forced overtime. CONFIRE employs a small contingency of extra-help staff for straight time shift coverage.	Over-hire to create a pool to backfill vacancies and minimize forced OT as attrition occurs Expand the extra-help bench to fill shift vacancies with straight time and schedule hours as part of the base schedule rather than ad-hoc sign-ups.
Organizational Structure	The Training and QA division has one full-time assistant manager and two part-time staff. There are not enough people in this unit to support the demand to aggressively recruit, select, hire, on-board and train new staff.	Entry-level training will consume this division over the next two years; the hiring process and the entry-level training efforts need to be fully supported and funded during this aggressive staffing effort.
	Academic and on-the-job training has and will continue to be in high demand	Prepare staff to adjust to the interim - organizational paradigm in new hire and training cycles. This is a critical success factor that impacts all staff. Consider a significant increase in the training stipend provided to communications training officers (CTO) during the 18-24-month period to incentivize staff engagement.
	Training instructor support is needed.	For the critical 18-24-month period, necessary temporary assignments from existing ECC staff will be needed for new hire training. If the option of hiring personnel from outside who are familiar with CONFIRE ECC's operation, this should be exercised.
Operational Configuration	CONFIRE ECC operates in a hybrid configuration (vertical and horizontal), where both call-takers and radio dispatchers answer incoming phone calls. CONFIRE ECC allocates shifts specifically for call-takers; when the call-	Integrate the vertical operational configuration and phase-in over time in order to achieve clear lines of duty and expectation. Retain personnel who are proficient at call-taking who may not be proficient at the

	takers are not on duty, radio dispatchers handle incoming calls.	essential job functions of a radio dispatcher. Schedule part-time staff to fill peak hour vacant shifts
	After-hours notifications, other dispatch functions and miscellaneous duties may be inconsistent with the ECC's mission.	Assess after-hours notifications and dispatch functions to gauge whether the notifications are part of a working call or are separate and inconsistent with CONFIRE call flow. Evaluate if non-compensated work should be part of the ECC's mission.
Shift Configuration	CONFIRE ECC operates on 12-hour shifts.	Consider flexible scheduling (hours of the day and length of shift) particularly when shortages continued to be experienced, to retain staff.

Summary of Staffing Analysis

After an examination of the CONFIRE current state, MCP was provided with data that drove staffing calculations and further study of the overall operation. To achieve optimal performance, it is projected that 25-30 additional positions at CONFIRE ECC would be necessary. However, there are areas to adjust operations that will afford efficiencies without increasing staff. It is important that the projected numbers are kept in perspective in that they are results of calculations that indicate best call taking performance without expending overtime dollars. This measurement, along with real and estimated population growth, technology changes and operational shifts, create the opportunity to re-engineer the ECC current state practice.

Future State

While the current state recommendations provide known and significant change to CONFIRE ECC, the future state focuses on exploring various operational reconfigurations that refine workload distribution and allow the organization to adopt a model that provides consistency and equity in executing ECC workload. Two models are identified and address operations during peak and non-peak load hours:

- Model A – Division of Labor and Tasks
- Model B – North / South Operations Command

These models are examined in Section 9, along with critical success factors that should be paired with implementation objectives.

The models mentioned above re-engineer the approach and business plan for the CONFIRE ECC. These plans will require wholesale changes in not only what will be done and how, but also a plan addressing the dependencies needed to be successful. The goal of these models is to coordinate the workload so that each of the centers remain clear on the mission and objectives of CONFIRE and perform seamlessly as a cohesive regional operation.

As the future operation is being designed, MCP offers the following suggestions to enhance the vision being planned for:

- Review and decide on what critical success factors (See Section 9.1) pertain to the future ECC.
- Engage employees in the future staffing models options and selection, so that they are included in decisions that will impact them.
- Streamline ECC operations by determining the feasibility of technology enhancements such as ASAP-to-PSAP and situational awareness software.

From a strategic standpoint and in support of the CONFIRE Vision, Mission and Core Values, the roadmap of the ECC's journey for the next several years can be summarized as

An ever-changing organization, adapting to the innovations of next generation technology, increasing customer and staff engagement and satisfaction and leveraging those assets to exceed industry standards and member expectations.

Finally, there is a need for key policy and strategic commitments that are recommended that create the best path for the CONFIRE ECC:

- Alignment of operational objectives to performance expectations
- Adjust operational configuration as recommended to achieve the above
- Achieve recommendations over time

The CONFIRE ECC is well situated to accept the challenges of the journey and become a flagship emergency communications center in the State and Nation.

1 Introduction

The CONFIRE ECC is transforming legacy operations by expanding to two physical locations and enhancing operational performance including groundbreaking patient care to 911 callers. Recent developments that prompted this staffing study include:

The CONFIRE ECC has a total authorized strength of 54 full-time personnel—40 radio dispatchers, six call-takers, and eight shift supervisors. There are a total of 11 vacancies, seven of which are Calltaker/Dispatch staff. The cycle of hiring, training and the turnover of new employee has reached critical levels, as well as accepting that tenured staff will leave the organization towards retirement or other life choices.

While determining the numbers of optimal staffing levels is the focus of the report, the analysis identifies areas of efficiency and effectiveness in CONFIRE's ability to deliver quality service consistent with its mission and vision:

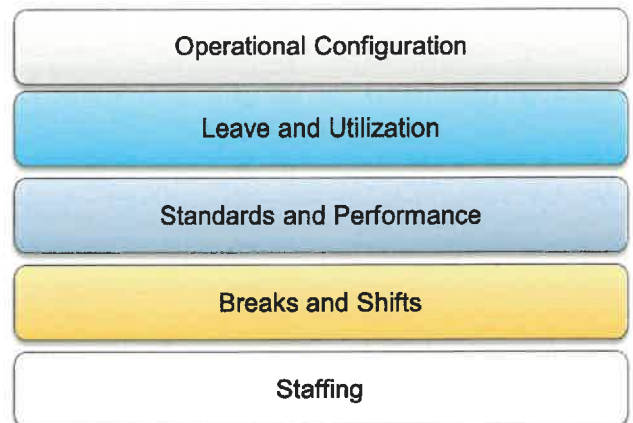
Our Mission: CONFIRE provides regional Fire, Rescue and EMS communications, resource coordination and technology services to enable allied agencies to meet the safety and welfare needs of all those they serve.

Our Vision: To be recognized as an exceptional Regional Emergency Communications and Information Services provider for public and private Fire, Rescue and Emergency Medical Service agencies.

2 Methodology

Over the course of several months, MCP collected data, thoughts, and ideas on ECC operations, the division of labor, work schedules and personnel practices. The CONFIRE ECC Director and designees have been the points of contact for this project. Their assistance was instrumental in gathering comprehensive call, incident, and personnel data; their efforts are appreciated.

During this analysis, MCP focused on five factors, shown to the right, with special attention towards determining opportunities for baseline staffing in the two-site ECC model. These factors are used in MCP's proprietary *Model for Advancing Public SafetySM* (MAPSSM) tool, the outcome of which is a visualization of strengths and risks within the ever-expanding public safety communications ecosystem. Each MAPS is unique to a respective agency and, specifically for CONFIRE ECC, specific to staffing components.



The MAPS tool provides stakeholders with a graphic depicting strengths and risks within a specific area of the ever-expanding public safety communications ecosystem. A sample diagram is shown below.

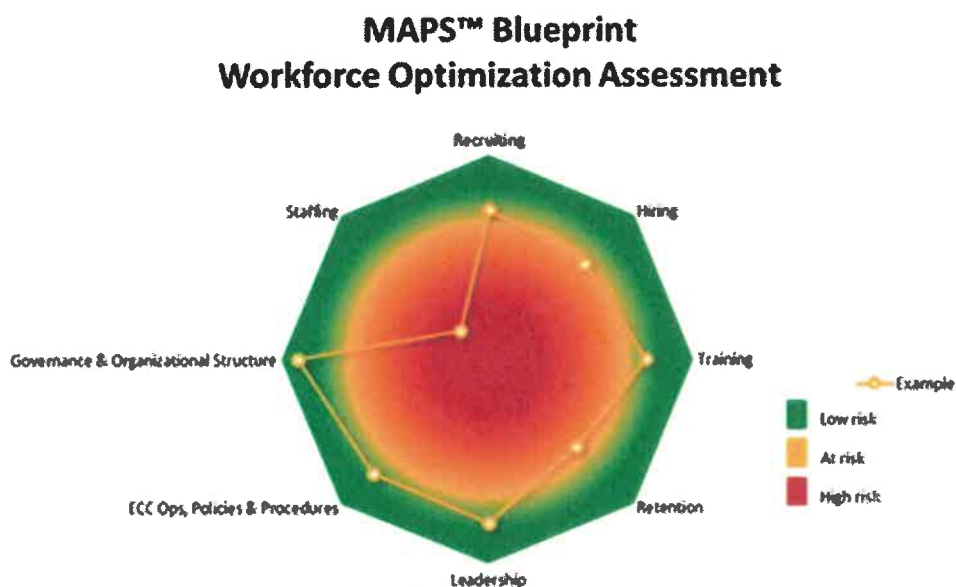


Figure 1: MAPS Sample Diagram

This visual representation should enable CONFIRE to easily discern its relation to the assessment factors. MCP’s analysis using the MAPS tool demonstrates that staffing and retention are key factors that place CONFIRE at risk for achieving its stated vision and goals. Staffing in particular is in the ‘high-risk’ category of this assessment.

3 Background

CONFIRE is a Joint Powers Authority (JPA) in San Bernardino County, California. San Bernardino County, the nation’s largest county, encompasses more than 20,056 square miles and is home to over 2.15 million residents. The CONFIRE JPA was specifically established to provide public safety communications, dispatch, computer information systems support, and geographic information systems (GIS) to member and contract agencies.

Member Agencies	Contract Agencies
Colton Fire Department Loma Linda Fire Department Rancho Cucamonga Fire District Redlands Fire Department Rialto Fire Department San Bernardino County Fire District Apple Valley Fire Protection District Chino Valley Fire District	Big Bear Fire Department Running Springs Fire District Montclair Fire Department San Manuel Fire Department Victorville Fire Department Baker Ambulance

Of the four fire ECCs in the county, CONFIRE serves the largest population. In total, CONFIRE member agencies operate 100+ fire stations, serving approximately 80% of the residents and businesses within San Bernardino County.

CONFIRE ECC is a secondary PSAP, defined by the Federal Communications Commission (FCC) as “a PSAP to which 9-1-1 calls are transferred from a primary PSAP.”¹ CONFIRE ECC also answers ten-digit emergency and non-emergency administrative lines. CONFIRE works closely with the San Bernardino County Sheriff’s Department Communications Division in maintaining the equipment and technology associated with the call-taking process.

Primary services provided by the ECC include the allocation of resources for fire, EMS² and rescue equipment and emergency medical call-taking, known as emergency medical dispatch (EMD). CONFIRE ECC serves as an Operational Area coordination and dispatch point under the authority of the regional

¹ “911 Master PSAP Registry,” Federal Communications Commission, April 3, 2020. <https://www.fcc.gov/general/9-1-1-master-psap-registry>

² Emergency medical services

coordinator and the California State Office of Emergency Services (CAL-OES); these duties include dispatching and tracking local and state front-line and overhead resources to events in California and to states that have requested mutual aid.

Most notably, CONFIRE ECC is recognized as an Accredited Center of Excellence (ACE) for EMD by the International Academies of Emergency Dispatch (IAED). This achievement is a result of labor-intensive work in quality assurance (QA) practices. While the QA process is time-consuming, the outcome of providing staff with feedback, both subjective and objective, is a critical component of 911 operations. First accredited on September 13, 2012, CONFIRE completed a rigorous 20-point approval process and, once achieved, maintains regular QA assessments to continue superior, up to date first-level patient care, and efficient resource utilization. CONFIRE re-accredited in 2015 and 2018 and is congratulated for this continued achievement.

CONFIRE ECC operates from two locations. The Valley (Rialto) ECC occupies a leased building on a shared site with the County's Sheriff, Emergency Operations Center and, Information Services Department. The Valley ECC is equipped with 12 telephony workstations, nine of which have radio operations. All are configured with the same features and functions for continuity. The operations area is approximately 2500 square feet, with one private office.

Figure 2: CONFIRE Valley ECC





Figure 3: CONFIRE ECC Console Arrangement

The Desert (Hesperia) ECC occupies leased space in the High Desert Government Center. The CONFIRE operation shares space with the County Sheriff's Desert Communications office. The dispatch floor has 13 radio workstations with six of those capable of answering 9-1-1 calls. Additionally, there are several cubicles and two private offices available for use by CONFIRE staff.

4 Industry Standards/Best Practices and State Statutes/Rules

Throughout the country, ECCs adopt and use industry standards and best practices to assure the effectiveness of the center and that the best possible service is provided to citizens and first responders. Measurable standards create an objective view of 911 operations and provide for consistent interactions with the public and first responders. Measurable standards also create an objective measure of PSAP operations and the effectiveness and efficiency of the technologies and systems in use that assist in data driven decision-making.

Appendix A provides information on industry organizations that set standards applicable to an ECC. Adoption of, and adherence to, recognized standards provides ECC managers with the ability to assess their organization's service delivery.

5 Current State - Findings

The following data serves to level-set the information MCP gathered and provides the platform for analysis and recommendation in the succeeding sections.

5.1 Organizational Structure

As previously noted, the CONFIRE ECC has an authorized strength of 54 full-time personnel—40 radio dispatchers, six call-takers, and eight shift supervisors. ECC administrative staff include the director, communications center manager, two assistant communications center managers, and administrative support staff. CONFIRE also manages an Information Services Division comprised of 11 full-time and 2 part-time staff.

There are two telecommunicator classifications. The call-taker position is dedicated to answering incoming calls and applying medical protocols, then forwarding the incident to the dispatch queue. This classification has no radio dispatch responsibilities. Radio dispatchers perform both call-taking and dispatching functions. Both classifications are represented by the Communication Workers of America (CWA) collective bargaining unit.

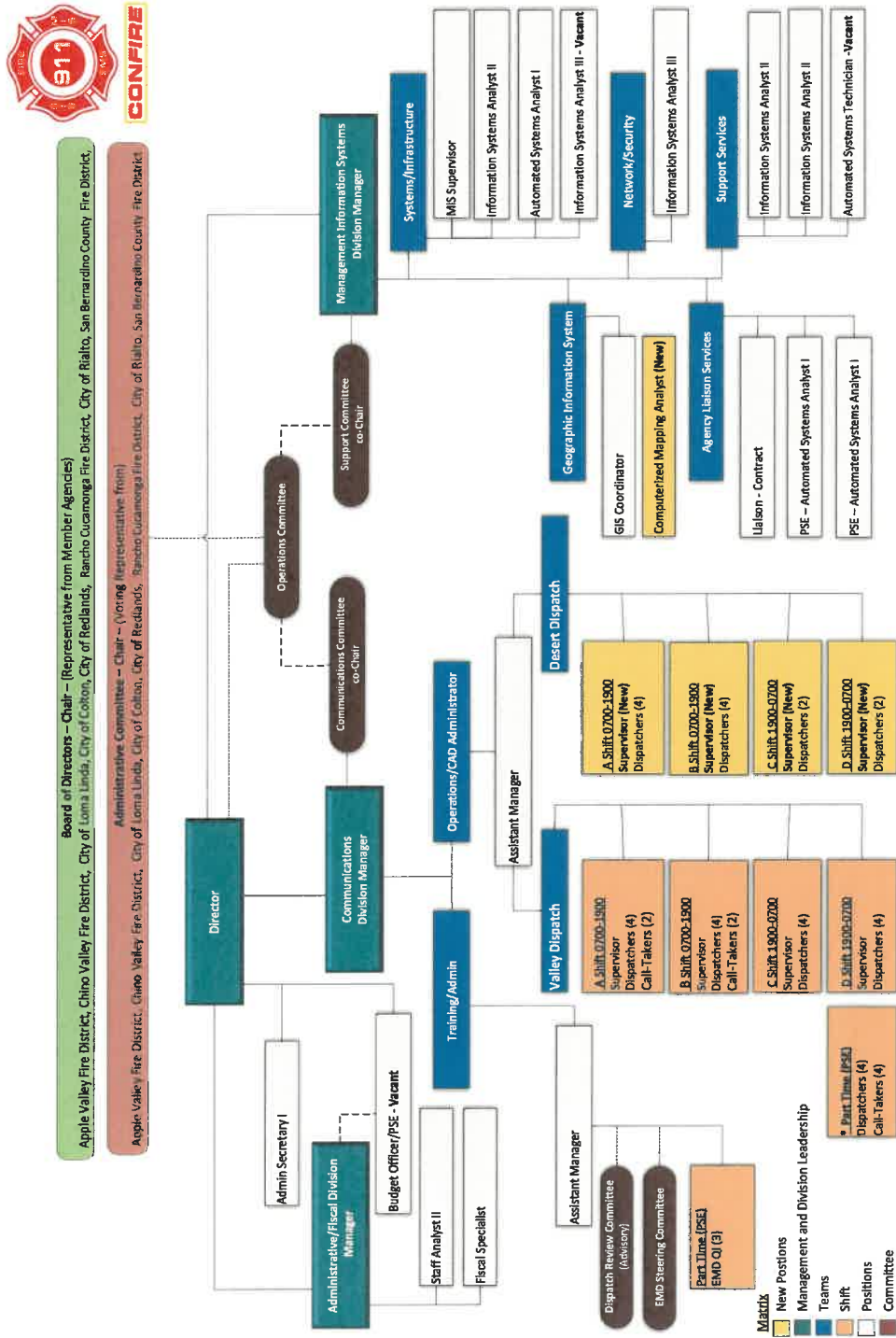
Shift supervisors can perform both call-taking and dispatching duties, but this is not routine, which allows them to supervise people and operations.

The CONFIRE organizational structure is shown on the following page.

The probationary period for an entry level dispatcher trainee classification is 1,040 service hours (six months). The probationary period for an entry level call-taker trainee classification is 2,080 service hours (one year) as is the dispatcher position. Supervisory personnel have a probationary period of 1,600 hours.

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Figure 4: CONFIRE Organizational Structure



5.2 Operational Configuration

A PSAP's operational configuration is generally 'who is doing what in the dispatch center. Growth of modern PSAP's has facilitated the definition of how best to function, when more than one workstation (that answers phones and the radio) are staffed. These definitions are vertical or horizontal.

In horizontal operations, a telecommunicator performs call handling and dispatches responders. This configuration is typical in small to medium sized PSAPs.

Figure 5 – SAMPLE Horizontal PSAP Configuration



In a vertical configuration, call handling and dispatch are two distinct functions performed by different persons. This is most common in large, busy ECCs, where the number of field units is only manageable if there are no other primary duties distracting from radio traffic and status management.

Figure 6 – SAMPLE Vertical PSAP Configuration



The CONFIRE ECC configuration is combination of the two. When call-takers are on-duty, they exclusively answer incoming calls. When a call-taker is not on-duty, or incoming calls outnumber the call-takers' capacity to answer them, radio dispatchers answer phones while managing field resources and their status.

CONFIRE ECC separates radio functions into different assignments:

- The primary radio dispatcher (PRD) – validates response configuration, initiates the dispatch process and broadcasts calls and related radio traffic on the radio. The ECC is currently piloting the use of Automated Voice Dispatch announcements which pre-empts the broadcast dispatch announcement.
- Command channel dispatchers – allocates additional resource and monitors activity, tracks unit status, communicates with field units and supports incident commanders.

The CONFIRE operational configuration is shown below.



Figure 7: Current CONFIRE operational configuration

Shift supervisors are not included in the operational configuration. Their primary function is supervising staff and monitoring all operations from a console on the ECC floor.

5.3 CAL OES Fire Operational Area Coordination

The CONFIRE ECC has the role of area coordination for the CAL-OES Fire Branch, which is part of the California State Fire Mutual Aid Plan, which manages resources by breaking the state into manageable regions. San Bernardino County is Region VI, which is further broken down into north and south operations due to its size. Each fire operational area is responsible for reporting the status of area apparatus daily to the operations chief, who acts as the liaison between their area and the regional coordinator. The communications unit's responsibility, in this case CONFIRE, is to track the status and availability of all apparatus for the southern operational area so that availability is known should a deployment be received.

The ECC updates status daily on the XBO Resources Status Page and is responsible for status keeping in the CAL-OES Fire Branch's Interagency Resource Ordering Capability (IROC) system. These responsibilities are handled by a shift supervisor with assistance from the Operations Assistant Manager and are not part of the calculations for staffing. When mutual aid requests are received, a supervisor or Assistant Manager, when available, will assume the initial role and responsibility, and once initial activity has subsided, a working radio position is delegated while remaining available for routine and essential duties.

Other duties CONFIRE ECC staff perform include:

- Receive calls from citizens regarding burn permits and log burn activity into CAD
- Coordination of medical transport helicopters requested for high priority medical or mass casualty incidents

- Intermediary coordination point between medical transport assignments and regional hospitals using ReddiNet technology
- After-hours notification and dispatch for:
 - San Bernardino County Public Health
 - San Bernardino County Public Works and Flood Agency (compensated)
 - City government services for the City of Loma Linda

These additional duties equate to approximately 15,000 CAD incidents per year.

5.4 Shift Configuration

CONFIRE ECC staff work seven 12-hours shifts in a 14-day pay period. The pay period begins at midnight on a Saturday and ends at midnight on the second Friday thereafter. In a typical 80-hour pay period, ECC staff work 84 hours, which is a negotiated term between the labor group and CONFIRE management.³

This shift configuration is illustrated in the table below. “W” represents a workday and “O” represents an off day.

Table 1: Shift Configuration

³ <https://cms.sbcounty.gov/Portals/54/Documents/EmployeeRelations/MOUs/Fire/MOU-SBCFPD-CAO-06-27-2017-ESU%20MOU%202017-2020.pdf?ver=2017-07-05-102517-323>

ECC Operations Shift Configuration														
	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
	Week 1							Week 2						
A Shift 0700-1900	O	O	W	W	O	O	W	W	W	O	O	W	W	O
B Shift 0700-1900	W	W	O	O	W	W	O	O	O	W	W	O	O	W
C Shift 1900-0700	O	O	W	W	O	O	W	W	W	O	O	W	W	O
D Shift 1900-0700	W	W	O	O	W	W	O	O	O	W	W	O	O	W
*E Shift 1100-2300	O	O	W	W	O	O	W	W	W	O	O	W	W	O
*F Shift 1100-2300	W	W	O	O	W	W	O	O	O	W	W	O	O	W

* Designated call-taker shifts which can be filled by dispatchers

Meal and rest periods are stipulated in the Memorandum of Understanding (MOU) between San Bernardino Fire Protection District (Emergency Service Unit) and the Communication Workers of America. Specifically, it states that rest and meal periods are consistent with past practices in the ECC and that due to high call volume or other situations, breaks may not be given. Breaks are part of the paid compensation during the 12-hour work period. Due to short staffing, staff take a two 20-minute breaks, and are not capable of taking meal and relief breaks as defined.

ECC shifts are typically either 8-, 10- or 12-hour shifts, or a combination thereof. MCP recognizes that even the discussion of alternate shift configurations can bring anxiety to those who have grown

accustomed to the existing configuration. There are pros and cons for every shift configuration, as what works in one organization, may very well be more difficult for the next. For example, fire-specific ECCs have been known to work 24-hour shift configurations with staff on-duty 18 hours out of 24, with a six-hour rest period. This schedule affords staff to work 11 days a month, reducing commutes and time at work. This schedule is more an anomaly today, but still exists in some states and federal command and control centers. In general, in MCPs experience, 12-hour shifts provide a more balanced schedule as staff are on-duty 50% of the time and off-duty 50% of the time. At the employee's discretion, when they are off and can fill a vacancy, they can do so and still have days off.

On paper, this schedule provides on and off-duty balance, however, when in use, existing staff are often put in the position of having to work up to 16-hours a shift when overtime backfill and/or filling vacancy positions exist. These extended hours, coupled with a commute home, leaves little time for rest, particularly if they are scheduled to work a regular shift the next day. There are times when staff work these extended shifts a couple of time in a week. These situations can create the possibility of worker fatigue, which over prolonged periods of time, have an impact on employee wellness.

5.5 Retention

While retention and efforts towards retention are not part of the scope of this analysis, it is worth noting that few high call volume ECCs are fully staffed. APCO RETAINS identifies the national turnover rate at 17 percent for 2005 and 19 percent for 2009.⁴ CONFIRE reports a three-year attrition or turnover rate of approximately 24 percent.

Challenges in hiring and selecting potential employees as well as encouraging (some) new employees to persevere through the training period are experienced nationwide. As recently as April 2020, MCP became aware that trainees across the nation were separating from their organizations due to the complex work environment, and the stress added by the COVID-19 pandemic. This example highlights that there is a myriad of reasons why people leave the workplace.

5.6 Technology

Technology use in the ECC is noted below as an overview, not an in-depth review. The purpose of this overview is to highlight the use of state-of-the-art technology (or not) and how technology drives dispatcher and/or call-taker efficiency. If an ECC uses manual systems that require more time to perform a task than an automated system, the increased time it takes to perform that task may contribute to the perceived lack of staffing in the ECC (i.e., too much to do, not enough people to do it).

CONFIRE is a technology savvy ECC and has invested a considerable amount of time and effort to maintain technologically efficient core applications.

⁴ According to the APCO RETAINS Retention document, the comparison rates were derived from Project RETAINS Study I and the RETAINS Next Generation Study.

Core technology includes the following:

- Motorola VESTA® – system refresh pending
 - Rapid SOS Lite Module
- CentralSquare Enterprise (Inform) Computer-aided Dispatch (CAD)
 - Automatic Vehicle Location (native to product)
 - Inform Mobile Data (native to product)
- Motorola P25 compliant 800-megahertz (MHz) trunked radio and very-high frequency (VHF) systems – 13 fire and one private ambulance talkgroups

Interfaces to the CAD system include the following:

- ImageTrend Records Management System (RMS) for EMS and fire agencies
- First Watch – data surveillance and dashboard system
- Tablet Command – mobile status keeping and incident command system
- Medical Priority Dispatch – ProQA and Aqua software
- GIS – Esri mapping solution
- Fire Station Alerting System – Westnet Internet Protocol (IP) system and legacy analog
- Pulse Point – cardio-pulmonary resuscitation (CPR) citizen alert system
- Deccan – deployment, apparatus movement and analytical software (LiveMUM in trial phase)

Third-party applications include the following:

- Active911 notification and call back software
- Alert Wildfire – camera surveillance system
- Text-to-911
- Intterra – situational status software (San Bernardino County Fire only)
- First Due – Preplanning and size-up software (Chino Fire Fire only)



Figure 8: CONFIRE GIS Map

It should be noted that as of this report, CONFIRE and allied agencies are engaged in a CAD-to-CAD (C2C) development project with an anticipated implementation in 2021.

5.7 Training and Quality Assurance

Training

New employee training is conducted in-house. CONFIRE holds at least one academy a year, and more when the number of vacancies rise. All trainees receive both academy and on-the-job training in concurrent intervals. For Dispatchers and Dispatcher Trainees, call-taking and EMD are the starting points in training; if successful, the trainee moves to fire dispatch operations training during their first year of

probationary status. It takes one full year to train new employees, some may progress quicker, but making sure they are truly ready to work independently is the priority.

As part of the EMD QA requirements, call-takers and dispatchers receive 24 hours of medical update training a year, including CPR certification or refresh every two years. Personnel also receive approximately 12 hours of fire-specific operational training a year.

Quality Assurance

CONFIRE does an exceptional job in ensuring QA feedback is processed and provided to ECC staff. An assistant communications center manager runs the program. CONFIRE has engaged National Q to audit the necessary volume of calls to comply with accreditation standards. National Q is a service provided by Priority Dispatch that provides expert case review and reporting to align with the IAED’s case review requirements for protocol usage. According to Priority Dispatch, use of the National Q provides an objective review of the calls for service, ensuring consistency among reviews. National Q performs 50% of the audits, about 150 calls per month. CONFIRE also has one QA specialist who audits calls; a dispatcher who is certified to audit calls assists when available. In July 2020, the National Q engagement will increase to 100% of audits.

5.8 Current State - Key Observations

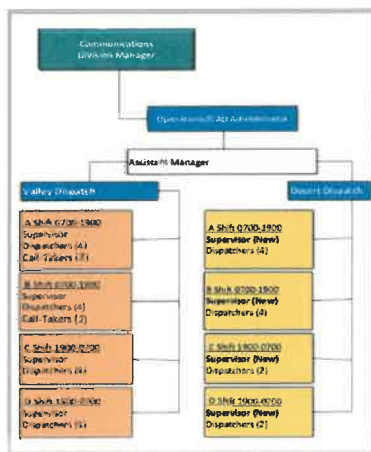
Based on findings above, the following table details key observations of the ECC’s current state. The method used, identifies items to “keep, start and stop” and why and/or how these observations should remain in their status or change.

Table 2: Key Observations

Keep	Why?
Organizational Structure	Each high-level component of the operation is well represented as a priority.
Operational Configuration	The hybrid model should be seen as transitional. Adopting a vertical model should be pursued and staffing reconfiguration should begin. For periods of high vacancy rates, keeping personnel who excel at call-taking but cannot perform the essential job functions as a radio dispatcher is a benefit towards fulfilling the ECC primary job duties.
Technology on the Forefront	Provides ECC staff with efficiency and focus (when properly integrated); provides tools for data-driven decisions.
Accreditation	There are few meaningful industry certifications, IAED’s data-driven protocols are a best practice.

Start	Why/How?
Shift Configuration	Look at diversifying the base 12-hour schedule, adding 8- or 10-hour overlap shifts to address varying workforce needs, i.e., different times of day/night. Alternative work schedules could increase staff retention.
Training	Assume staff vacancies for the next two years. Schedule academies back-to-back during this period, so that planning start and end dates correlate with recruitment, selection and hiring targets for hiring. Provide a referral incentive to staff to be paid when the trainee passes probation.
Staffing	Achieve and maintain full staffing at current authorized levels
Medical Helicopter Dispatch	Conduct cost/benefit analysis on whether to further develop this program to provide dedicated ECC staff when activated. This study should detail costs for services to include (dedicated) staffing or 'as-is' fees charged for service, procedural changes and flight-related technology to enhance operations.
Stop (or address)	Why?
After-hours Notifications	Notifications for city or governmental services that are not related to incidents or calls at hand diverts attention from the mission. Explore other options that allow employee focus and performance optimization that meets client needs.

6 Analysis and Recommendations



MCP's analysis is based on findings in relation to industry standards, best practices and general experience.

6.1 Organizational Structure

Management Overhead

On paper, the two assistant managers have few support staff. As CONFIRE continues to grow, the elasticity of the existing structure is bound to snap, as workload and responsibility outpaces an individual's ability to do the job accurately and efficiently. While the supervisor to line staff coverage is currently within traditional span of control parameters,

there could concern with the Assistant Managers ability to effectively manage a heavy project workload and the supervisory role of their respective positions.

CONFIRE should expedite filling the four new Dispatch Supervisor positions that was authorized in the FY20-21 budget. Adding these positions will improve supervisory oversight at the Desert ECC and will reduce the span of control, allowing supervisors to focus on individual and organizational performance. This will also enable the Assistant Manager of Operations to more effectively oversee all aspects of the organization.

The Assistant Manager for Training/Emergency Medical Dispatch and Employee Wellness has an ever-increasing workload with very little support staff in place to help manage the workload. The need for several back-to-back recruitments, training academies and probationary performance reviews demands reinforcement for this role. As does the pending Emergency Community Nurse System (ECNS) program and a growing need for an active employee wellness program. Assigning an individual off the dispatch floor to work in this capacity would support the Assistant Manager, while also building internal capacity for succession planning purposes.

Shift Supervision

The shift supervisors oversee, on average, 12 employees each. This is not unmanageable if the supervisor is not functioning as a call-taker or dispatcher. Supervisors should have routine and frequent communications with their subordinates, while ensuring performance standards of the individuals and shift are met. In the future, CONFIRE will need to address supervisor training, and create more of a coaching style that facilitates career development, performance enhancement, and conduct optimization. This can be accomplished by establishing a 'Lead Dispatcher' or permanent classification for the "Associate Supervisor" role in the workforce that can be the "working" element of shift supervision, while the shift supervisor maintains a broader overview of the daily work flow, including administrative, personnel, staffing and real-time 'coaching' efforts.

Recommendations

- Expedite filling the four new Dispatch Supervisor positions authorized in the FY20-21 budget.
- Develop staff position to support the Assistant Manager of Training/EMD/ Wellness. Consider a rotational position from the floor for mentoring/succession planning purposes.

6.2 Operational Configuration

The hybrid operational model currently provides CONFIRE with the flexibility it needs to remain operationally responsive. However, MCP recommends the ECC move to a strict vertical configuration will best serve CONFIRE in two important ways:

- Operational focus - when call processing and resource/incident support roles and responsibilities are clearly defined and the operational configuration is set-up to support those distinct functions, staffing levels and performance metrics can be more effectively managed. Flexibility can be built into this model to address high-call volume surges, but under normal operating conditions radio dispatchers should rarely be taking and process incoming emergency calls.
- The vertical model serves to enhance all risk operations, but with special emphasis on supporting the *EMD As Designed/ECNS* approach to call processing.

Radio Positions

The technology landscape at CONFIRE has provided opportunities for change that are progressive and assist in developing enhanced staff efficiencies:

- The new P25 digital radio system allows reconfiguration of loading radio consoles to meet changing operational needs and objectives of the ECC regardless of geography. This allows for reassignment and redistribution of radio workload.
- CONFIRE approved the installation of an Automated Voice Dispatch (AVD) system, expected to be operational by Jan 1, 2021. This technology eliminates the PRD's need to broadcast the dispatch assignment, while keeping consistency in speed, pacing and sequencing in the broadcast delivery.

In October 2020, the CONFIRE Operations Chiefs agreed to a one-year trial of assigning the command channels on an agency basis rather than geographical. This eliminates one radio dispatch position, freeing it up for call processing or other duties.

The revised radio configuration is indicated in the chart below:

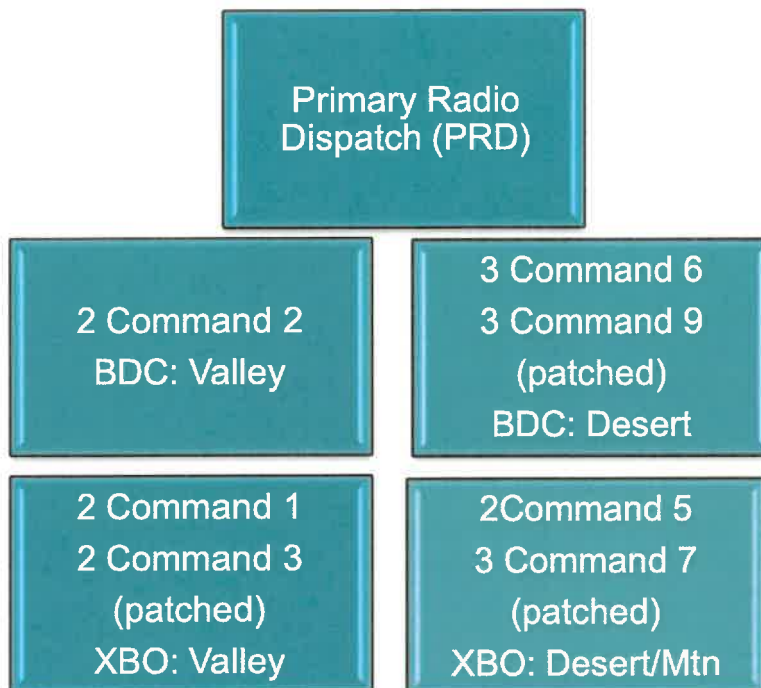


Figure 8: CONFIRE Radio Assignments

6.3 CAL OES Fire Operational Area Coordination

The XBO assignment is an important component in the overall job duties of the ECC. While the ECC dispatchers have proven their ability to execute the duties associated with fulfilling mutual aid requests and deploying and tracking resources. Given that County Fire has assigned a Chief Officer to the ECC for department operations, and perhaps, overall CONFIRE resource management, the XBO duties and management thereof, are a natural fit for ECC operations. The ECC Chief and ECC radio dispatchers partnering to address mutual aid duties when summoned, is commensurate with like organizations, such as Orange County Fire Authority, Las Angeles County Fire Department, CAL-FIRE operations and others.

Recommendation

- Define the role and responsibility of the BDC ECC Chief, and over time, explore opportunities to expand the role to include management of all CONFIRE resources and XBO duties.

Other duties

Finally, MCP recommends CONFIRE revisit the ECC business model and the other duties performed to ensure mission alignment. CONFIRE ECC staff perform several ancillary tasks that are either time consuming with no compensation or not directly related to the core mission:

- Medical Helicopter dispatching - (time consuming – non compensated)
- Burn Permit logging in CAD – (time consuming – not compensated)
- After Hours notifications – (not mission driven – minor compensation)

CONFIRE dispatches medical helicopters for the region, which is reported to be labor intensive when duties are executed. For 2019, there were 628 medical helicopter incidents dispatched and tracked. The average time on task for these calls (measured from phone pick-up to “Call Complete”) was 6 min. 43 seconds.

While the time on task is relatively low, a dispatcher is dedicated to this activity from start to finish, taking them away from their primary assignment. The time dedicated to this task is equivalent to 70 hours of ECC time that is not monetarily compensated and time away from the ECC primary assignments.

The activity associated to this call volume relatively equivalent to call volume generated by a Rancho Cucamonga sized organization in terms of CAD incidents.

Recommendations

- Evaluate effectiveness and efficiency in radio position re-alignment as defined by the CONFIRE Operations Chiefs and if ratified, incorporate into radio configuration models
- Evaluate all additional dispatch/CAD activities to determine if these align with the overall CONFIRE mission.
- Address the medical helicopter function for cost recovery opportunities.
- Assess the burn permit function for more efficient methods to achieve tracking and notification objectives

7 Staffing

7.1 Introduction

The primary goal of a staffing analysis is to determine whether a PSAP is appropriately staffed with the number of personnel to ensure efficient processing and managing of emergency calls now and to determine the number of personnel that may be needed in the future; A staffing analysis considers projected population growth to ensure that the agency is well-positioned in its future planning efforts and that it meets the expectations of the public and the agencies it serves. Operational efficiency is gauged by

comparing statistical data and personnel utilization with appropriate national and locally adopted standards.

Industry tools are available to assist ECCs with determining baseline staffing requirements for call-takers, dispatchers, and supervisors. The Association of Public-Safety Communications Officials-International (APCO) offers Project RETAINS⁵, developed by researchers from the University of Denver Research Institute in 2004. The RETAINS toolkit 2.0 expanded its functionalities and capabilities.⁶ The National Emergency Number Association (NENA) offers a Communications Center Staffing Tool, which is available through the Staffing Workshop or the Center Manager Certification Program.⁷ Both tools utilize agency-specific data, such as call and incident volumes, and other data, such as employee leave, to calculate baseline staffing needs. The California Office of Emergency Services 9-1-1 Branch has a tool available to ECC's through its ECaTS online call handling data analysis tools.

In addition to APCO and/or NENA tools, MCP also uses Erlang C⁸ and experience in the industry to assist in projecting the number of telecommunicators required to efficiently answer and dispatch emergency and non-emergency calls for law enforcement, fire, and EMS agencies. MCP analyzes resulting data with a respective center's operational configuration to determine staffing requirements.

MCP's staffing analysis involves a multimodal approach that considers workload, volume- and coverage-based staffing, and performance metrics. Volume-based staffing calculates the number of personnel required to handle the volume of the respective data, while coverage-based staffing calculates the number of personnel required to staff a position 24 hours a day, 7 days a week (24 x 7). Coverage-based staffing is used most often as a PSAP generally has a defined operational configuration. MCP uses these calculations in tandem. Statistical calculations are balanced with operational logistics to identify how many personnel are needed for a PSAP to achieve its performance goals while providing efficient and effective service.

Additional information on the staffing analysis methodology and the statistical calculation used (including any assumptions made) can be found in Appendix B, Staffing Methodology.

7.2 Telephony Call Volume

A large amount of data is required to assure that staffing baseline calculations are accurate. To frame this section, we must identify the different intervals or benchmarks in the 911 call continuum.

⁵ "APCO Project RETAINS," APCO International, 2018, <https://www.apcointl.org/resources/staffing-and-retention/retains.html>.

⁶ RETAINS is available for a subscription. From appearances, the last update was in 2009.

⁷ Both the Workshop and the Center Manager Certification Program are available for a cost. NENA notes that the workshop is hands-on, that has "you using the Tool during the workshop to determine your center's staffing needs at a high-level. You will use a combination of facilitator-provided practice data and your PSAP's actual data to determine the staffing needs of your center." <http://www.nena.org/?page=CommCenterStaffing>.

⁸ The Erlang C calculator is a standard tool in the public safety industry utilized to assist emergency communications centers in determining call taker staffing needs.

There are four phases in the call processing continuum:

1. Call Answering: the time a call rings in the ECC to the time ECC staff answer.
2. Call Processing: the time a call is started in CAD to the time the call is queued for dispatch.
3. Call Dispatched: the time a call is received in the dispatch queue to the time and resources are dispatched.
4. Supplemental: the time that remains from the time of dispatch of resources to the time the call terminates.

To provide a basis of workload volume, the following tables identify workload indicators that will be referred to or will support the succeeding narrative.

Table 3: Telephony Volume Data (2019) *

CONFIRE Total Calls 2019	
911	194,779
10-digit Emergency and Non-emergency	152,832
Total Emergency calls processed	347,611
Admin Calls Inbound	132,804
Admin calls Outbound	208,938
Total Admin Calls	341,742
Total Abandoned Calls	12,398
Total Call Load	701,751

*excluding answering of ringdown lines and Text-to-911

The aggregate data reflects a 38.5% increase in call volume at CONFIRE over the past five years.

Table 5: Historical Five-Year Telephony Volume Data (2015-19)

CONFIRE Total Calls 2015-18	
2015	506,553
2016	578,450

2017	623,255
2018	627,702
2019	701,751

7.3 Call answering performance and compliance

CONFIRE call answering performance from 2015-2019 as measured by California Office of Emergency Services 9-1-1 Office call answering time standard of 95% of all 9-1-1 calls answered in 15 seconds or less is listed in the table below.

Table 6: Aggregation of CAL-OES Standards Compliance

CONFIRE Call Answering Time Compliance	
2015	97.04%
2016	95.42%
2017	93.26%
2018	92.91%
2019	92.39%

As shown above, CONFIRE met or exceeded the CAL-OES standard for call answering until 2017. It can be assumed that the most significant factor effecting performance was when County Fire annexed the San Bernardino City Fire Department into operations in July of 2016. The CONFIRE ECC receive some but not all staff positions requested and to date, has yet to catch up with the demand of that annexation. Compounding the annexation deficit was the addition of the Chino Valley Fire District responsibilities in 2019. While these operational additions are good public policy decisions, the need to examine the impact of the workload to existing staff is necessary as CONFIRE re-engineers service delivery.

Staffing increases have been welcomed and gradual throughout the same call volume reporting period:

Table 6: Five-year aggregation of authorized ECC positions

Authorized Staffing from 2015-2020				
	Supervisors	Dispatchers	Call-Takers	Total
2015	4	22	10	36
2016	4	22	12	38
2017	8	38	6	52
2018	6	40	6	52
2019	5	40	6	51
2020	8*	40	6	54

*added four supervisors, four each at each ECC

The above table tells a story of the earlier explanation of radio technology limitations:

- As radio volume loading on workstations in early years was inflexible, the need for more radio dispatchers became apparent.
- The addition of new member agencies required more radio dispatchers than calltakers, presumably, because radio dispatchers are trained to operate both phones and radio and radio technology was still inflexible.

Now, radio technology is flexible and provides opportunities for change and re-balancing radio and telephone answering responsibilities.

While re-balancing is necessary, it is also necessary to ensure that a complete picture of how many people it takes to staff a radio console 24 hours a day, seven days a week, to include the average time away an employee takes from staffing a console.

7.4 Coverage-based Staffing

This coverage-based staffing formula considers the time away from a post position. A post position is one that must be staffed 24-hours a day, seven days a week.

Using the staffing calculations, and based on CONFIRE personnel data, staffing one position 24 x 7 requires 5.9 telecommunicators.

When reviewing this table, it is important to note that line F, *true availability* is a calculation of the following:

- CONFIRE ECC FTEs work a shift that totals 2,184 hours worked in one year.
- Minus the average of leave hours used by individual ECC staff, leaving their shifts vacant

- Line F is an average of leave that was accrued and used by ECC staff for the last three years.
- Net availability is determined and multiplied by a utilization factor (87%). Utilization is the time, when a telecommunicator is on-duty but is away from their post, i.e., health breaks, meal breaks, making copies, etc.

Table 4: 24 x 7 Staffing (to meet coverage requirements)

Full-time Equivalents (FTEs) for requirement of one 24 x 7 console		
A	1	Total number of console positions to be covered
B	24	Number of hours per day that need to be covered
C	7	Number of days per week that need to be covered
D	52	Number of weeks per year that need to be covered
E	8,736	Total Hours needing coverage (A x B x C x D)
Telecommunicator Availability:		
F	470	Average Annual Leave per Telecommunicator
G	1484.23	True Availability (in hours) per Telecommunicator (F x 87% utilization factor)
FTEs Needed:		
H	5.9	FTE base estimate = E / F

If you added the number of hours backfilled by turnover (attrition) which is calculated at 24.4%, the FTE's required increases to 7.3 per 24/7 workstation.

The most revealing information in the above table is the true time that an FTE is available, versus most 911 centers authorized strength. It is not uncommon to see vacancy statistics of a 911 center and do what is necessary to fill the void. If a manager has five vacancies out of a staffing strength of 25, the strain on staff can permeate the entire organization. When the five vacancies are filled, there is a collective sigh of relief that the strain is over. However, the strain continues to be felt as backfilling vacancies in the schedule still occur. Why?

One reason may be that an entity's authorized staff strength does not accurately reflect the time that is needed to fill a post or full-time position. A post position refers to a position that must be covered 24 x 7. Post positions are unlike administrative positions. If the person who fills an administrative position is absent from work for a week, the work will accumulate until the person returns. The post position must be filled in order to do the work at hand. Therefore, when there are built-in leave hours for each post position, they must be filled, usually by existing staff, when in reality those hours should be part of the vacancy equation.

Using 1,484 hours (shown in the table above) of true availability per telecommunicator translates this way: each telecommunicator took an average of 470 hours away from the workplace that needed to be backfilled by overtime. Therefore, 21% of each telecommunicator must be backfilled by someone else.

Furthermore, extrapolating 470 hours, 50 times (authorized CONFIRE staffing strength), results in 23,500 hours of time in one year that is typically backfilled (presumably with overtime compensation). This does

not include backfilling position vacancies at the same rate. These 23,500 hours amount to approximately 11 full-time staff positions. So, the challenge is to find a number that is financially reasonable and operationally practical. To that end, the following table provides the numbers from the low (no attrition) and the high (attrition) and includes the mean number so ECC managers can visualize the middle ground when determining what staffing numbers for CONFIRE ECC are feasible.

7.5 CONFIRE Current State Staffing Requirements

The tables below identify the number of people it takes in each classification. That said, this section is by classification knowing that radio dispatchers at CONFIRE also answer phones. This calculation, however, provides the baseline of what staffing should be to:

- meet adopted performance standards
- meet workload demands
- minimize mandatory or forced overtime during high turnover and vacancy periods
- reduce shift backfill during employee leave periods

Recognizing that CONFIRE Radio Dispatchers also answer phones, merging responsibilities disturbs the utilization factor in the calculations, thus rendering the results as baseless. It is also important to note that the succeeding table differs from the previous section, where *coverage-based* staffing was used to determine the number of employees it takes to staff a 24- hour day, seven a day a week console.

7.5.1 Radio Dispatcher

Today, the seven radio dispatch positions consist of the PRD and six command channel dispatchers. The table below illustrates the formula used to determine the number of radio dispatchers needed for the current operational configuration.

Table 5: Radio Dispatchers

FTEs for Coverage		
A	6	Total number of console positions to be covered
B	24	Number of hours per day that need to be covered
C	7	Number of days per week that need to be covered
D	52	Number of weeks per year that need to be covered
E	52,146	Total Hours needing coverage (A x B x C x D)
Telecommunicator Availability:		
F	1,484.23	True Availability per Telecommunicator
FTEs Needed:		
G	41.2	FTE base estimate (FTE) = E / F
H	24.4%	Attrition Rate
I	51.3	FTEs required to accommodate turnover

7.5.2 Call-taker Coverage

CONFIRE schedules one call-taker shift per crew rotation, resulting in two shifts, seven days a week. Both shifts overlap the core shifts (0700-1900/1900-0700) and are scheduled near the busiest times of day from 1100-2300 (busiest times identified as 0900-2200). Filling the shifts can be a challenge. For equity purposes, CONFIRE has done an admirable job attempting to keep forced overtime at a minimum while keeping this shift filled as much as possible. The calltaker shift is filled by:

- Calltakers when available
- Radio dispatchers
- Forced overtime

Policy dictates that vacant call-taker positions are first filled by volunteer sign ups and allocated to the call taker, dispatcher and supervisor classifications in that order to fill it. The forced overtime assignment for those positions is by any rank with the lowest total overtime hours pursuant to ECC policy.

Peak and Non-Peak hours

A breakdown of 911 and emergency 10-digit calls per hour was evaluated to determine the optimal number of call-takers needed to staff each shift, as call volume is not equal throughout the day.

Peak hours	0900-2200	5 Calltakers
Non-Peak Hours	2200-0900	3.5 Calltakers

To answer non-emergency calls, which do not require the same urgency and do not have an industry standard the hours are slightly modified to reflect demand:

Peak Hours	0600-2200	2 Calltakers
Non-Peak Hours	2200-0300	1 Calltaker two call-takers

This assumes that radio dispatchers do not answer emergency lines.

7.5.3 Staff overtime

Wellness and the employers responsibility in it is critical to a productive workforce. Overtime, while welcome to some, can be an imposition to others. When its minimum to moderate, it might be manageable but when it's excessive and continuous, which is the case in many PSAP's, reform of the schedule and staffing strategies must be addressed.

The ECC staff worked 19,848 of overtime hours last year, and 17,114 hours in 2018. The two-year hourly overtime average is 18,481 hours. This equates to 8.5 full-time equivalents. Or said differently, that is 8.5 existing staff that must fill the position vacancies.

Table 6 - CONFIRE ECC Overtime - Actual 2018 Time

2018 - Overtime Assigned	Total	Percent of Annual Total
Total 2018 Overtime	18,229	100%
Total Voluntary Overtime	17,114	95.5%
Total Forced Overtime	1,115	4.5%

Table 7 - CONFIRE ECC Overtime – Actual 2019 Time

2019 - Overtime Assigned	Total	Percent of Annual Totals
Total 2019 Overtime	22,410	100%
Total Voluntary Overtime	19,848	88.5%
Total Forced Overtime	2,562	11.5%

Forced overtime is unplanned overtime hours caused by spontaneous sick leave, disability, etc. These situations are common in ECCs that have position vacancies and have staff working voluntary overtime to fill those hours, and don't chose to work the new overtime created. Supervisory and/or management staff are then left with difficult decisions to force staff to work a shift.

Below minimum staffing is the situation when unexpected vacancies occur, and all resources have been exhausted to fill it, with no avail. In this situation, the consideration of placing a supervisor on a post position or consolidating radios may be needed to meet the workload. Minimum staffing is that level that allows some shifts to go unfilled. For instance, not backfilling power or overlap vacant shifts, not backfilling supervisory vacancies, etc. Normal staffing is the level that is provides the amount of coverage that is needed to meet configuration workloads, and surge is when levels go beyond normal depending on schedule configuration overlap shifts or days.

Because this situation is more common than not, it is important to keep these issues in mind when discussing future staffing strength:

- Staffing the number of post positions (staffing a console 24 hours a day, seven days a week) should be flexible. Many ECC's practice this already but may not have it in policy. The flexibility is exercised when the ECC can reduce and increase staff according to workload, while able to maintain the expected level of service.

- Staffing levels should be institutionalized to provide expectations to both labor and field services. For example, the below table shows staffing levels that meet flexibility.

Recommendations

- Overhire – leverage overtime dollars to new positions in order to hire as many qualified candidates as possible even if it exceeds the authorized staffing strength
- Revisit minimum staffing and permitted time-off policies to minimize staffing deficits while keeping forced overtime at a minimum
- Create a pool of relief or extra-help bench by recruiting journey-level dispatchers in the region or fire recruits
- Develop a stand-by schedule per CWA MOU provision to address unplanned shortages

7.5.4 Supervisors

The span of control is a tool to determine the number of subordinates one supervisor can effectively supervise.⁹ The range in the span of control ratio is three to seven or eight (according to the various textbooks). Using the three to eight span of control ratio, the theory would apply that the ninth employee exceeds the recommended span and an additional supervisor is required. In CONFIRE’s current shift configuration, it is reasonable that the ninth employee (i.e., the call-taker position if filled), can be absorbed by the one supervisor. Should the recommendation of two call-takers per shift with an additional power shift staffed by a call-taker be implemented, these additional numbers would then necessitate an additional supervisor.

When supervisors take leave, depending on policy, the position should be backfilled by one of the four supervisors. This configuration is inefficient, as it requires overtime by the three supervisors who are already on a shift or must come in on their day off to fill. By using the industry calculation, 14 ECC staff would require two on-duty supervisors.

Recommendation

- Fill vacant supervisor positions by internal promotion and recruit externally for qualified candidates if necessary.

⁹ NPFA 1561 – Incident Management Standards

8 PSAP/ECC Future State – Trends and Growth

Predicting staff needs for the long-term is not as statistically simple as it used to be. Current calculations rely on statistical data, such as population, as well as call volume and incident volume data. However, the 911 community already has begun its transition to Next Generation 9-1-1 (NG9-1-1), which has allowed new types of media into PSAPs that traditionally have been voice-centric. For instance, many PSAPs already accept text-to-911 calls. While this has proven, to date, to have little effect on current staffing needs, images and streaming video soon may be accepted by PSAPs. In addition, the number of devices with the capability to transmit data continually increases body cameras, drones, smart home devices, personal and industrial sensors—the list continues to grow. All these devices have the potential to transmit data to a PSAP to provide situational awareness. Impacts of these technology advances must be monitored and considered to develop the required skill sets and staffing levels necessary to operate effectively.

The Command and Control function CONFIRE is developing will also require careful review and analysis to determine if staffing needs to be addressed to support that function. It is quite certain that an imbedded Command Officer in the center will eventually require some level of staff support in addition to the development of a expanded dispatch capacity and a field operations capability. These enhancements are outside the scope of this study but are mentioned to ensure they remain on the radar of CONFIRE managers as future considerations.

Additionally, the ECNS program if it is to be sustained will impact the center including potential staffing changes depending on the number of incidents that are shifted from radio dispatchers to Emergency Care Nurses. That program will likely be staffed and managed in a manner related to but separate from the regular dispatch operations.

With respect to organic growth based on populations and demographic changes the following information is presented:

The 2010 San Bernardino County Community Indicators Report¹⁰ projects a population growth factor for the county of 28% through 2045. This growth rate would equate to a countywide population of approximately 2,784,000 in 2045 (equivalent to an approximate service area population of 2,227,000 for CONFIRE). This equals an approximate 1.12% annual growth rate.

2018 Population	Projected Growth 2020 – 2045	Persons per Square Mile (countywide)	Persons per Square Mile (Valley Region only)
2,174,938	28%	108	3,072

¹⁰ <https://www.sbcounty.gov/Uploads/CAO/Feature/Content/ComIndicatorsReport10Rev.pdf>

CONFIRE's service area covers approximately 80% of the county's population, approximately 1,800,000 people. Based on this estimated population and the provided call and incident statistics, the average number of incoming calls per person is 0.28. The average number of fire/EMS incidents per person is 0.13. This information is used with projected population data to determine the potential growth that an ECC in the county could realize.

Based on a 1.12% annual population growth and the calls per person listed herein, incoming telephony call volume over the next five years could reach 522,000 (rounded to the nearest thousand); of these, 209,000 could be 911 calls (rounded). Fire/EMS incidents could reach 240,000 (rounded).

The current operational configuration and projected staffing calculations discussed herein should be able to absorb the increases in call and incident volumes without the need to staff additional workstations. However, based on yet unknown call data intake methods (i.e., drone, video, etc.), this new task time will require analysis, and how it impacts the traditional methods of call processing. Considering this factor, increasing call volume commensurate with population growth is likely to continue but exactly how that call volume will be delivered to the center is not certain.

Considering the above information, it is prudent to take a contrary view as well. It is possible that PSAPs may experience a decrease in call and incident volumes due to the various forms of data that could be presented to a telecommunicator. Technology may develop that allows sensory devices to input data from the consumer, directly into a CAD system, bypassing a call-taker altogether. Citizens may be able to access systems to report events without speaking to a call-taker. In these scenarios, call-takers may be more "data controllers" than call-takers, and a shift from entering data may be more verifying, validating and monitoring data. One thing is certain, the types of media that may be presented to a PSAP undoubtedly will affect staff in ways it does not today. PSAPs must consider such impacts to staff when making decisions for the future.

Additionally, the use of 911 for non-acute medical calls will likely decrease over time with the advent of improved methods of accessing the health care system. This may offset population driven incident volume growth. These trends will need to be monitored going forward.

9 CONFIRE - Future State

Creating a strategic vision and executing on its objectives demands flexibility in weighing what works and doesn't work for an organization and determining if organizational capacity is tolerant or has expanded outside its ability to grow and adjust to this vision. MCP has prepared several critical success factors that when considering execution of staffing adjustments, supervisions, configuration, etc, that the organization is mindful of basic principles that contribute to success.

9.1 Critical Success Factors

A. Business Plan: Risk Tolerance

Policies and procedures provide the foundation for an ECC's core services and have a direct relationship with an organization's risk exposure. Often overlooked, as emergency services expand and increases in field personnel occur, is how many field responders a radio dispatcher is responsible for at a position. This also is, at times, connected with how many primary radio frequencies or talk groups a dispatcher is responsible for as well as requirements to "monitor" secondary or emergency talk groups. Defining these thresholds in policy allows current-day operations to be monitored with the thresholds in mind, and successors understand what the business approach was at the time of policy approval.

B. Supervision

How effective supervision is in an ECC is impacted by its operational configuration. Depending on the size of the organization, it is not unusual for small ECCs to have working supervisors who are not only responsible for operational oversight by shift, or for the organization, but are simultaneously performing the functions of a telecommunicator. Typically, these positions also include authority to discipline and write performance reviews, but not always. What is also important is that the span of control for each supervisor or management position is appropriate to provide effective supervision.



Figure 9: Proposed Supervisory Chain of Command

CONFIRE's expansion to provide exceptional service to both the call-taking process and dispatch functions will require supervision of personnel performance and operational oversight. Rarely can working supervisors do both. Both locations, if that is the path forward, will require levels of supervision, as shown below.

In this model, supervisors should have less operational focus and more personnel and performance emphasis. The operational focus is shifted to a new classification of the Lead Dispatcher. Today CONFIRE has an assignment of Associate Supervisor, which is a dispatcher who assumes supervisory responsibility in the absence of Shift Supervisor. An Associate Supervisor is paid a stipend for this assignment. The Lead Dispatcher classification is slightly different.

In this model the Shift Supervisor and Lead co-exist, instead of in the absence of. The Lead classification would be considered a promotion to the next higher classification from dispatcher. This supports retention by providing a step in the career ladder, that can also be considered as a preparatory step to the Supervisory class. In this model, Leads would be regarded as the “go to” on the shift and the point of contact for operational questions, issues, etc. that are outside of personnel issues. Leads typically do not conduct personnel performance evaluations, as their concentration is more on shift operational needs and efficiency. Additionally, the lead is present on the operations floor, allowing supervisors to achieve best practices in personnel management to include regular one-on-ones, career pathing, QA review, performance evaluations, and shift assignments/management of the operations floor.

** it is important to recognize that this function is to strictly answer emergency telephones and meet the State and industry standards, while also answering administrative and text calls. This number assumes that radio dispatchers would not be responsible for answering the phones.

C. New Classifications

As just introduced, the need for greater supervision in personnel and operational management increases under new operational models. These models also expand operations to managing the low acuity medical calls through the ECNS program. If CONFIRE proceeds with either model, the need to study the classification of Nurse Practitioner, Lead and any classification that does not exist that will support the training and QA unit, i.e., management analyst, will need to be a component of the project plan. Taking it a step further, should CONFIRE venture outside the typical ECC operation, drone pilots and coordinators that are part of the ECC staff should be considered, along with any other program that contributes to increased situational awareness.

D. Support

Regardless of the operational model chosen, as staff grows so will the demand on primary and secondary support functions.

Support positions may need to be re-calibrated as QA and training will have increased demands; operational changes and content management will need more support and liaison to client agencies will be more important.

Primary support is the parallel division in CONFIRE’s organizational chart, which is the Management Information Support Division. More positions mean more maintenance of hardware and software systems, management of interfaces, third-parties, and all redundancy and back-up capabilities.

Secondary support, just as important as primary, are those duties that are carried out by all other positions in the organization that include payroll, HR, clerical, custodian of records, etc.

Recommendations

- Convert existing Dispatcher vacancies to Lead positions
- Create and experiment with two Lead Dispatcher positions for day shift
- Create support positions to training and QA by either administrative assignment from the ECC staff or hire externally in temporary capacity until full-time funding can be secured

9.2 Innovation and Pilots

CONFIRE has a vision of creating an ECC that will continue to serve the public with efficiency and effectiveness, but in a much more strategic fashion. The ECC is reengineering its scope of practice to meet growing demands, while providing data-driven decisions that result in good public policy.

9.2.1 Medical Resourcing and Deployment

In EMD, there are levels of patient acuity and corresponding senses of urgency to a field response. When a caller describes the patient condition or their signs and symptoms, the call-taker selects a pre-described determination, better known as a determinant, in the EMD protocol that categorizes the patient's status and recommends a level of response (as identified by local agencies). Choosing a determinant can take time due to varying factors such as caller focus or availability to answer questions, language barriers, etc. The determinant-based deployment process allows the call-taker to select a determinant, which then places the call information into the dispatch queue. This process can take from 90 to 180 seconds.

This process is a departure from the formerly used pre-dispatch process, which alerted crews of a generic medical call prior to the selection of a determinant. Changing the dispatch sequence allows field crews to truly understand the level of patient acuity to which they are responding and sets the stage for other systematic ways to approach high acuity versus low acuity care. In the pre-dispatch scenario, all apparatus responded to most, if not all calls, with lights and sirens, so level of acuity and corresponding response was essentially meaningless. There are strong arguments for either call flow, which is why determinant-based deployment is currently a pilot so it can be further studied.

9.2.2 Emergency Communication Nurse System

IAED's Emergency Communication Nurse System™¹¹ (ECNS™) is a comprehensive nurse triage system comprised of over 200 protocols that are programmed into the Low Code software, which is designed to augment the EMD protocol system. ECNS provides alternative care when calls processed through EMD are categorized to be low acuity (determinant codes ALPHA and OMEGA). There are, however, limitations in the form of prerequisites when considering purchasing and operating this system, such as:

- ECNS can only be bought and operated by a center that has achieved EMD ACE status
- The system cannot be utilized by existing EMD-certified telecommunicators
- ECNS can only be utilized and applied by an experienced, specially trained, and ECNS-certified registered nurse

It is reported that approximately 30% of the 911 calls processed by CONFIRE for a fire response and ambulance are determined to be low acuity.

9.2.3 CONFIRE - ECHO Determinant Study - Accelerated Call Processing for high acuity medical calls

CONFIRE has been measuring performance and EMD call-processing times. The intent of this examination is to analyze the time it takes to process high acuity calls, while meeting the industry standards. The industry standard used here is NFPA 1221 – Section 7 – Operating Procedures. As previously mentioned, call answering of 15 seconds, 90% of the time has been calculated. What is further established in the regulation is the tasks included in the call processing. The 2019 Edition of NFPA 1221 – 7.4.2 states: "Call processing time shall include the time from call answer to initial notification of the responding ¹²ERU(s)."

Section 7.4.3 states: "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."¹³

Section 7.4.3.1 and 7.4.3.2 list the following call types or nature of the incident as:

- Trauma (penetrating chest injury, gunshot wound), etc
- Neurologic emergencies (stroke, seizures)
- Cardiac-related events
- Unconscious/unresponsive patients
- Allergic reactions
- Patient not breathing
- Choking

¹¹ https://www.emergencydispatch.org/sites/default/files/downloads/ecns/NAE_ECNS_4Pager2016_web.pdf

¹² ERU is defined as Emergency Response Units

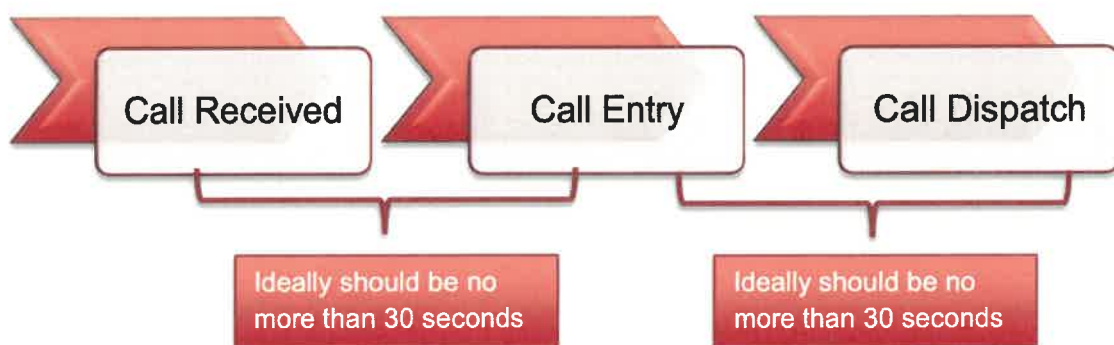
¹³ Ibid.

- Other calls as determined by the Agency Having Jurisdiction (AHJ)
- Fire involving or potentially extending to (a) structure(s)
- Explosion
- Other calls as determined by the AHJ

CONFIRE has established a goal of a dispatch processing time of 90 seconds or less on 90% of the 911 calls received. The time interval for this goal is measured from the call received or “Pick-up” time to when the first responding resource is assigned to the call. A study of calendar year 2019 ECHO calls or those identified in the above, reveals the call processing interval, at the 90th percentile, averaged one minute, forty-eight seconds (0:01:48). During this time, calls were sent to the first responding unit prior to reaching a full EMD type code. Several circumstances can increase call processing times from over 60 seconds. The most common are language barrier, wireless caller without a dispatchable location, third party caller without needed information, etc. In terms of compliance using an industry standard, these call types can be compared against the commonly used call type in the Medical Priority Dispatch System and examined monthly as to the barriers to overcome for more expedient processing (NFPA 1221 – 7.4.1.1)

In the following scenario, call processing is broken up by task relative to the time elements expected for each interval in the continuum. There are two benchmarks involved in this process.

- 1) A call-taker should enter an incident that has a dispatchable location and a call type within 30 seconds. Once this task is completed, the call enters the dispatch queue. In this instance, if the PRD is busy on other calls, the call pends in queue waiting for a dispatch.
- 2) The dispatcher receiving the call entered, should process the call, this includes unit type recommendations, validation and launch within a 30 second interval.



80%, if not more, of calls received by CONFIRE are processed using the EMD protocols. The International Academy of Emergency Dispatch does not set call processing standards as their position is that the design of the protocols allows for the most expedient processing based on level of acuity.

It should be noted that the operational configuration at CONFIRE may play a role in the how long it takes to dispatch a call. CONFIRE's ECC workflow provides one Primary Radio Dispatch position that activates all the dispatches for all calls for service. If several calls for dispatch are in the queue, this time between call received and entry can be extended beyond the 30 second mark as not only voice dispatch is performed but tones that are activated for station and apparatus alerting transmit on the same frequency as well.

Another configuration that is not validated but suspected to process seconds faster is one where the call-taker is also the dispatcher of the resources. Call entry to dispatch can be navigated and entered without going to a dispatch que, thus, activating station alerting and all other alerting mechanisms can be activated without time delay.

To reduce call processing times, CONFIRE is currently exploring mechanisms and procedures that reduce the call handling times.

- **Automatic Voice Dispatch**

This also is a pilot, enacted to shorten the task time in that dispatchers do not broadcast the call for service, they simply allow the mobile devices to alert crews of the location and call nature. These devices generally are the equipment relied upon for details of a call and location dispatched in addition to a voice broadcast. This innovative approach may soon be the start of replacing a legacy practice within CONFIRE. The broadcast in previous eras of alerting was necessary as the only mobile device was handheld portable or mobile radios (inside apparatus). This innovation reduces the dispatch queue backlog (if any) at the primary radio dispatch position by allowing the dispatcher to push the dispatch button in secession of calls received instead of having to sequence each call with a corresponding broadcast.

- **"Quick Launch"**

This is intended to reduce the time from the caller's declaration that a patient is in a life-threatening status to a dispatch. For example, if caller states that the patient fell, is not conscious, and breathing status is unknown, the call bypasses the EMD protocol sequence and is quickly dispatched with a high priority field response code. This process will occur while the caller is kept on the phone for more details and to determine a potential change to patient status. In the meantime, field crews are responding to what is believed a life-threatening incident.

- **Emergency rule activation for call-takers to fast track all calls during busy periods**
- **Improved caller location technology available on newer mobile devices and detectable by upgraded 9-1-1 call-taking equipment (CPE).**

Other mechanisms also have been identified, but not in effect.

- **Westnet Station Alerting Automated Voice Dispatch (AVD)**

This system provides automated text-to-speech broadcasting, if it is determined for situational awareness purposes that broadcasting is preferred over the silent dispatch approach. The First-In

Automated Voice Dispatch System™¹⁴ (FiAVD) automatically translates the CAD dispatch data into true text to speech. FiAVD call information (units assigned to the call, incident type, address, cross streets, business name, tactical channel, etc.) is then transmitted over the station speakers and over the air to all units out of quarters.

- **Automatic Call Distribution (ACD)**

CONFIRE uses ACD, but without an automatic call drop function in which a call is queued to the first available call-taker, who is alerted via a beep tone in the headset, signaling they have three seconds until the call drops in their headset? This feature eliminates a call-taker's ability to select what calls they take and provides the caller with efficient service. CONFIRE administration advises that with the VESTA telephone system refresh, this feature will be available.

- **Real-time Situational Awareness (Strategic Command)**

Technology has provided agencies with several platforms by which to gather data pre-incident, at incident initiation, as the incident is evolving, and post-incident activity. These factors play a part in incident management, but more importantly, field safety. Technology that would assist a fire agency obtain more data as they respond, or while on-the scene, changes regularly. Some emerging technology that impacts ECCs is best aggregated at a single point, rather than coming into the ECC via various mechanisms to various people. Like their law enforcement partners, intelligence gathering at a single point in real time is valuable situational awareness information that can change approaches and response to a call. Technologies in place in various agencies across the nation include the following:

- Drone programs – Several fire agencies across the nation are implementing drone programs to increase their ability to see what is happening at a reported scene, without the advantage of being there. “By having real-time aerial pictures and info, you're able to move companies into specific locations quicker, and that can sometimes allow you to find areas that you would have never known otherwise,” said LAFD Firefighter Derrick Ward of the Los Angeles City Fire Department.¹⁵
- Camera surveillance – One community in the CONFIRE serve area is currently using ALERTWildfire.¹⁶ Big Bear Mountain ski resorts have provided space, power, and communication backhaul for eight ALERTWildfire cameras on their property. This type of partnership between technology and fire agencies will only proliferate, prompting monitoring and data entry updates in the ECC.

¹⁴ <https://www.firehouse.com/stations/building-components/in-station-technology/product/21015603/firstin-by-westnet-product-of-the-day-westnet-inc-firstin-automated-voice-dispatch-firefighter-news>

¹⁵ <https://www.commercialuavnews.com/public-safety/success-lafd-drone-program>

¹⁶ ALERTWildfire is a consortium of three universities – The University of Nevada, Reno (UNR), University of California San Diego (UCSD), and the University of Oregon (UO) -- providing access to state-of-the-art Pan-Tilt-Zoom (PTZ) fire cameras and associated tools to help firefighters and first responders: (1) discover/locate/confirm fire ignition, (2) quickly scale fire resources up or down appropriately, (3) monitor fire behavior through containment, (4) during firestorms, help evacuations through enhanced situational awareness, and (5) ensure contained fires are monitored appropriately through their demise.

- Sensor data transmission – Smart technology is developing at a quick and vast rate. Firefighter wearables can transmit one’s health and wellness during an event, while the same can be said for consumers having a medical event being able to relay life-safety information via a smart watch. These and many other mobile device transmissions are impacting PSAPs and ECCs globally. Aggregating this data is a key point to use data to the ECC’s advantage.

These technologies and the data derived from them provide supervisory and/or Command personnel the tools needed to make safety and deployment decisions while developing strategy for sustained operations.

Recommendations:

- Complete development and implementation of EMD as Designed pilot project
- Utilize NFPA 1221 highest prioritization list as a basis for “quick launch” call types, including fire related calls.
- Develop a high and low priority call metric and measure processing times for these calls separately
- Evaluate use of automatic call drop function with the Automated Call Distribution feature of the Vesta 911 system.
- Install Alert WildFire cameras on the radio masts at both ECC locations.

9.3 Operational re-configuration

CONFIRE is exploring an operational reconfiguration, with two feasible scenarios from which to choose:

- Model A – Division of Labor and Tasks
- Model B – North / South Operations Command

These models will be examined in this section, along with what is proposed to constitute CONFIRE’s success in these endeavors.

The two scenarios mentioned above re-engineer the approach and business plan for the CONFIRE ECC. These plans will require wholesale changes in not only what will be done and how, but also a plan addressing the dependencies needed to be successful. Before examining these two configurations, critical success factors have been identified in order to gauge project/program success (or not) and if more needs to be done (or not). In general, MCP’s experience with the term critical success factors can be interpreted as “if you don’t do these things, the project/program may fail.” This would be for CONFIRE to decide, but as MCP looks towards the future, these factors are identified as those that are commensurate with best practices and in general, what is practical and prudent for a world-class ECC.

Staffing scenarios and operational input are identified below. To better understand the flexibility manager's have in radio assignments, the following table provides geographically aligned areas and the incident workload for each of those geographical zones otherwise known as Command Channels.

9.3.1 Model A – Division of Labor and Tasks

Model A characteristics include:

- Geographically split locations, separating the operational configuration into two disciplines: radio activity at the Desert ECC and Call-Taking activity at the Valley ECC.

In both centers, there is a Strategic Command Operations (SCO) position that would be staffed as needed to not only monitor and manage XBO activity but all other situation awareness tools. The SCO at the Desert ECC looks at the data presented in its various formats in order to make decisions. The data comes from the Desert and is input by the CONFIRE Information, Triage, and Watch Center (iTAC).

Model A - Division of Labor and Tasks

CONFIRE COMMAND AND CONTROL CENTER - HESPERIA					
CORE DUTIES	Deploy Resources, (deployment, tracking, planning) Command & Control of XBO Area Resources Strategic Operations Command TOTAL CALLS DISPATCHED: 238,810				
	Peak Hours 0900-2200		Base Hours 2200-0900		
Position	# of staff	Est. Volume / Divided into 2 Tours	Position	# of staff	Est. Volume / Divided into 2 Tours
PRD	1 Dispatcher	150,399 / 75,199	PRD	1 Dispatcher	85,411/42,705
Break/Surge	1 Dispatcher	-	Break/Surge	1 Dispatcher	-
West Valley	1 Dispatcher	43,577 / 21,788	West Valley & Other	1 Dispatcher	23,763 5,587 29,350
East Valley	1 Dispatcher	47,703 / 23,851	East Valley	1 Dispatcher	27,518
South Desert Mountains & Other	1 Dispatcher	13,757 3,842 17,599 / 8,799	South Desert Mountains Metro North Desert	1 Lead	6,583 17,736 4,224 28,543
Metro North Desert	1 Dispatcher	33,583 7,937 41,520 / 20,760			
Lead (Strategic Command) XBO	1 Lead		Lead (Strategic Command) XBO	1 Supervisor	
Totals	6 Dispatchers 1 Lead 1 Shift Supervisor	150,399/75,199	Totals	4 Dispatchers 1 Lead 1 Shift Supervisor	85,411/42,705

Workflow descriptions:

Calls are initiated in the Risko Center (see next page) and calls received in the Hesperia Center. By design, public facings contact information, i.e. 911, 10-digit, Text, email, social media, etc are answered at the Hesperia Center, in order to focus radio Dispatchers on time on task.

Less multi-toggling between radio and phones, allows for increased capacity at (combined) consoles, thus increasing time on task.

Alleviating the task of answering phones allows for more consolidation of work during base or low peak hours, to conserve staff.

An alternate configuration at the base shift would be to eliminate the PRD and allow each region to dispatch and track their own resources (Model: San Mateo County) This further refines resources during base or non-peak hours, leaving the break/surge or supervisor as fireground communications should a complex or large scale incident occur.

Model A - Division of Labor and Tasks – Incident Entry

CONFIRE INFORMATION, TRIAGE AND WATCH CENTER - RIALTO					
CORE DUTIES	Call Answering, Call Handling (protocol call processing), Medical Call Triage (ECNS), Intelligence-gathering and Watch (monitoring)				
	Peak Hours 0900-2200		Base Hours 2200-0900		
Position	# of staff	Est. Volume / Divided into 2 Tours	Position	# of staff	Est. Volume / Divided into 2 Tours
	Annual Estimation	150,399/75,199		Annual Estimation	85,411/42,705
Break/Surge Lead (Strategic Operations)	*1 Calltaker		Break/Surge Lead (Strategic Operations)	*1 Calltaker	
Calltaker	3 to 5		Calltaker	1 to 2	
Shift Supervisor	1		Shift Supervisor	*1	
Totals	3 to 5 Calltakers 1 Lead 1 Shift Supervisor		Totals	2-3 Calltakers *1 Lead *1 Shift Supervisor	

Workflow descriptions:

Calls are initiated in the Rialto Center and calls created are routed through CAD to the Hesperia Center. By design, public facing contact information, ie, 911, 10-digit, Text, email, social media, etc are answered at the Hesperia Center, in order to focus radio Dispatchers on time on task.

Less multi-toggling between radio and phones, allows for increased capacity at (combined) consoles, thus increasing time on task.

Concentrating on the task of answering phones allows for a level of expertise in call processing, optimizing call processing operations in order to meet local and industry standards.



The break relief and Lead positions can be counted as part of the basic staffing number or in addition to a base calltaker strength.

The Shift Supervisor hours can be flexed to an overlap shift if need be, if Lead is on-duty during absence

9.3.2 Model B – North and South Operations Command

The model geographically divides the CONFIRE service area. North and South operations would be individually assigned agencies that are geographically aligned to facilitate efficiency, mutual aid deployments, etc. Finding the balance between geographically aligned agencies and their respective call volume that would achieve balance for the ECC may be a challenge.

Model B - *Geographic Divisions - North and South Operations*

NORTH					
HESPERIA					
97,152 or 41% of total 2019 CAD Volume (237,807) 41% of total inbound phone volume (494,271) = 202,651					
Core Duties Deploy Resources, Call Answering Call Handling (protocol call processing), Strategic Operations Command North Intelligence-gathering and Watch (monitoring) Command & Control of OBX Area Resources Medical Call Triage					
Peak Hours 0900-2200 			Base Hours 2200-0900 		
Position	Volume / 2 tours	Staff	Position	Volume / 2 tours	Staff
PRD	65,356 / 32,678	1 Dispatcher	PRD	31,796 / 18,010	1 Dispatcher
Break Relief	-	-	Break Relief	-	-
East Valley	47,703 / 23,851	1 Dispatcher	East Valley	27,518 / 13,759	1 Dispatcher
North Desert/ Mountains	13,757 / 6,878	1 Lead	North Desert/ Mountains	4,224 / 31,742 / 17,983	
Strategic Command North /	3,842 / 1,921 / 54 / 27 / 17,653 / 8,826			Strategic Command North /	54 / 27
Break Relief			Break Relief		
Calltakers	135,776 / 67,888	5/5 Calltakers	Calltakers	66,875 / 33,437	3-4 Calltakers

Concentrating on the task of answering phones allows for a level of expertise in call processing, optimizing call processing operations in order to meet local and industry standards.

The break relief and Lead positions can be counted as part of the basic staffing number or in addition to a base calltaker strength.

The Shift Supervisor hours can be flexed to an overlap shift if need be, if Lead is on-duty during absence.

On the base shift, the Metro channel would assume the South Desert and Command channels so the Lead can provide Break Relief.

South Ops is 65% of the CONFIRE inbound phone load. The Peak shift represents 65% of the total 153,358 CAD incident, leaving 35% on the base shift.

Phone load assumes the same percentages. There are 321,276 inbound calls, dividing 65% or 208,829 calls on peak loads and 35% or 112,447 on the base shift.

SOUTH					
RIALTO					
153,358 or 65% of total 2019 CAD Volume 65% of total inbound phone volume (494,271) = 321,276					
Core Duties Deploy Resources, Call Answering Call Handling (protocol call processing), Strategic Operations Command North Intelligence-gathering and Watch (monitoring) Command & Control of OBX Area Resources Medical Call Triage					
	Peak Hours 0900-2200 ☀️			Base Hours 2200-0900 🌙	
Position	Volume / 2 tours	Staff	Position	Volume / 2 tours	Staff
PRD	100,562/50,281	1	PRD	52,796/26,398	1
Break Relief		1	Break Relief		0
West Valley	43,469/21,734	1 RD for 38,525	West Valley	23,655/11,827	1 RD for 20,695
Metro	33,583/16,791		Metro	17,736/8,868	
<u>South Desert</u>	13,757/6,878	1 Lead for 9,289	South Desert	6,583/3,291	1 Lead for 5,792
Strategic Command South (XBO and Local Govt/Air Ambulance)	4,822/2,411		Strategic Command South / Break Relief	4,822/2,411	
<u>Calltakers</u>	CAD Incidents 100,562/50,281 Inbound Calls 208,829/104,414	5/10	<u>Calltakers</u>	CAD Incidents 52,796/26,398 Inbound Calls 112,447/57,223	3/6

Concentrating on the task of answering phones allows for a level of expertise in call processing, optimizing call processing operations in order to meet local and industry standards.

The break relief and Lead positions can be counted as part of the basic staffing number or in addition to a base calltaker strength.

The Shift Supervisor hours can be flexed to an overlap shift if need be, if Lead is on-duty during absence.

On the base shift, the Metro channel would assume the South Desert and Command channels so the Lead can provide Break Relief.

South Ops is 65% of the CONFIRE inbound phone load. The Peak shift represents 65% of the total 153,358 CAD incident, leaving 35% on the base shift.

Phone load assumes the same percentages. There are 321,276 inbound calls, dividing 65% or 208,829 calls on peak loads and 35% or 112,447 on the base shift.

10 Recommendations

Current State Findings and Recommendations Summary

Process Recommendation

MCP recommends that ECC leadership (Chiefs, management and supervision) approve a process that allows for the comprehensive review of the following recommendations specifically developed not just for staffing adjustments, but for operational changes for now and in the future. MCP further recommends a simple process to prioritize recommendation, using criteria established by CONFIRE. For instance, resource availability to accomplish within specified timeframes, the organization's ability to fund, human capital support and implement processes. MCP understands that budgets are challenged when considering how to fund staffing requisitions; but over time, knowing that organizational goals can be accomplished, measured and complied with, the planning process to fund what it takes to be successful can begin.

A sample process to consider puts recommendations in "buckets" to start this plan:

- What can be achieved within the next two to 12 months
- What can be achieved during the "interim period" of 12-24 months
- What should be achieved looking at the longer term

Once the above process has been completed, prioritize based on acuity (need):

- (#1) Critical – a must for immediate organizational success
- (#2) Important – significant impact to the organization and will be done within timeframe established
- (#3) Long Term Initiative – is important and can be critical but is most definitely strategic when it comes to funding and needed resources to achieve success.

This process can provide high-level initiatives for future budget cycles and allow staff to engage in the development of workplace priorities and how best to accomplish them.

Content Recommendations

1. Industry Standards/Best Practices

- A. Formally adopt (re-adopt) State of California Office of Emergency Services standard of answered all 9-1-1 calls within 15 seconds, 95% of the time.
- B. Adopt National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems* (Edition 2019), Chapter 4 as the basis for call processing benchmarks.
- C. Establish separate call processing performance benchmarks for high priority and non-high priority call types.

- D. Adopt goal of completing full EMD process on 90% of all ECHO calls that apply, develop metric, and reporting, ie., every month, three months, etc

2. Organizational Structure

- A. Develop staff position to support the Assistant Manager of Training/EMD/ Wellness.
- B. Support and fund what will be needed to accomplish an aggressive hiring process and back-to-back entry-level training efforts during two-year interim period.
 - o In interim, consider a rotational position from the ECC for mentoring/succession planning purposes. If the option of hiring personnel from outside who are familiar with CONFIRE ECC's operation, this should be exercised.
- C. Expedite filling the four new Dispatch Supervisor positions authorized in the FY20-21 budget.
 - o Fill vacant supervisor positions by internal promotion and recruit externally for qualified candidates if necessary.

3. Operational Configuration

- A. Integrate the vertical operational configuration and phase-in over time in order to achieve clear lines of duty and expectation. Define the two distinct functions of the communications operations as:
 - Call Processing (includes call taking, EMD, response configuration and initial dispatch).
 - Resource/Incident Management (includes resource status management, call reconfiguration, communications with responding and operating units, incident support (resource requests, notifications, tactical monitoring etc).
 - Staff and support each element accordingly to achieve adopt performance standards as well as each job assignment thoroughly described.
- B. Assess after-hours notifications and dispatch functions to gauge whether the notifications are part of a working call or are separate and inconsistent with CONFIRE call flow. Evaluate if non-compensated work should be part of the ECC's mission. This includes the medical helicopter function for cost recovery opportunities and burn permit CAD entry for more efficient methods to achieve tracking and notification objectives.
- C. Evaluate the Command and Control function. Define the role and responsibility of the BDC ECC Chief in policy, and over time, explore opportunities to expand the role to include management of all CONFIRE resources and XBO duties.

- D. Evaluate and approve the Operations Chiefs radio position realignment into the recommended staffing matrix and if ratified, incorporate and codify in policy.
- E. Complete development and implementation of EMD as Designed pilot project to include the creation of a list of high priority incidents (Quick launch). Utilize NFPA 1221 highest prioritization list as a basis for “quick launch” call types, including fire related calls.
- F. Measure processing times for these calls separately from lower priority calls.
- G. Evaluate use of automatic call drop function with the Automated Call Distribution feature of the Vesta system.
- H. Determine best model for operations (Model A or B or variation thereof). Consider piloting both for specified periods and define metrics for decisions to (dis)continue. Determine if one PRD in the configuration is enough, or if two regional PRD’s would best achieve standards compliance.

4. Staffing

- A. Overhire – leverage overtime dollars to new positions in order to hire as many qualified candidates as possible even if it exceeds the authorized staffing strength to create a pool to backfill vacancies and minimize forced OT as attrition occurs. Recommend Consider a slow decrease in overtime and use funding to increase full-time equivalents or overhire funding.
- B. Collaborate with line staff on the staffing scenarios described in this report, to ensure that employees are part of the decision and change process.
- C. Expand the extra-help bench by recruiting journey-level dispatchers in the region or fire recruits and fill shift vacancies with straight time and schedule.
- D. Schedule existing extra-help staff hours as part of the base schedule rather than ad-hoc sign-ups.
- E. Upon achieving full staffing, revisit minimum staffing and permitted time-off policies to minimize staffing deficits and keep forced overtime hours below 5% of overall overtime hours.
- F. Develop a stand-by schedule per CWA MOU provision to address unplanned shortages.
- G. Consider classifying the four Lead Dispatcher positions from Dispatch classification ranks.
- H. Consider rebalancing dispatcher radio assignments to calltaker assignments as radio reconfiguration and (recommended) consolidation occurs.

- I. Create support positions to training and QA by either administrative assignment from the ECC staff or hire externally in temporary capacity until full-time funding can be secured.

5. Shift Configuration

- A. Consider flexible scheduling (hours of the day and length of shift) particularly when shortages continued to be experienced, to retain staff.
- B. Schedule part-time staff to fill peak hour vacant shifts.

6. Retention

- A. Consider a significant increase in stipend to communications training officers (CTO) during interim period to incentivize staff engagement.
- B. Prepare the ECC for an aggressive effort of training new staff after conducting back-to-back academies and on-the-job training cycles.
- C. Retain personnel who are proficient at call-taking who may not be proficient at the essential job functions of a radio dispatcher.

7. Technology

- A. Complete upgrade of Desert ECC to mirror Rialto ECC operational capability (using the same CAD)
- B. Request the installation of an Alert Wildfire camera on the radio masts at both ECC locations.
- C. Consider enhancing dispatch performance by implementing:
 - o ASAP-to-PSAP alarm technology
 - o Situational awareness technology
 - o Automatic Call Distribution enhancement

8. Training and Quality Assurance

- A. For the critical 18-24-month period, make temporary assignments from existing ECC staff or hire personnel from outside who are familiar with CONFIRE ECC's operation to assist in academic training. This is to be temporary and increase backfill overtime but is necessary for the interim period's success.

- B. Structure an aggressive hiring plan over the course of 18-months. During that time, schedule academic entry-level training every 10 weeks. Attempt to hire a minimum of six trainees per session. Five academic sessions will fill the current vacancy level of 28. If overhire is approved, six academic sessions will be needed. If a two-person washout is assumed, two additional sessions will be needed, totaling eight academic sessions over the 18-month period. This amounts to an entry-level training session every nine weeks. This structure does not address any additional positions above the current staffing strength vacancy and four-position over-hire.
- C. Emphasize training for shift supervisors in: performance-based evaluations and feedback sessions, coaching, career development for subordinates, and career pathing.

11 Conclusion

The results of a staffing study can be overwhelming to digest. When agencies see what staffing they have compared to what is recommended to meet industry standards and operational best practices, the thought of needing “that” many more people can be intimidating. To put the issue in perspective, these same reactions can be felt by the ECC/PSAP staff when seeing the growth factor, absorbing increasing call volume, additional duties (i.e., ECNS or drone programs), and expanding reporting structures. If CONFIRE ECC accepts the calculations herein, a phased and graduated increase to staffing should be developed, so that strategically, the increase of staffing correlates with the increase of responsibilities.

MCP applauds CONFIRE’s vision and steps toward realizing it in the future. Changing times can be exciting when executed with well thought-out plans and inclusion of staff. MCP is happy to be able to provide this one portion of work towards your vision.

Appendix A – Industry Standards/Best Practices and State Statutes/Rules

National organizations that develop public-safety communications standards and best practices include those noted below, along with relevant standards used in staffing analyses.

Association of Public-Safety Communications Officials-International (APCO)

APCO “is the world’s oldest and largest organization of public safety communications professionals and supports the largest United States membership base of any public safety association. It serves the needs of public safety communications practitioners worldwide – and the welfare of the public as a whole – by providing complete expertise, professional development, technical assistance, advocacy, and outreach.”¹⁷ APCO has undertaken many projects over the years. Two notable projects are P25, the development of standards for digital telecommunications technology, and Project 33, development of a telecommunications training standard. In Project 33, APCO collaborated with NENA “to evaluate what type of standardized training programs (if any) each state had. The information gathered helped APCO build the foundation for the National Public Safety Telecommunicator Training Standard, which is the minimum standard used today.”¹⁸

National Emergency Number Association (NENA)

NENA, a non-profit corporation, is dedicated to a “public made safer and more secure through universally available state-of-the-art 9-1-1 systems and trained 9-1-1 professionals.”¹⁹ NENA’s mission is to improve “9-1-1 through research, standards development, training, education, outreach, and advocacy.”²⁰ NENA has several topic-specific committees that develop ECC-related recommendations and standards and other information documents pertaining to ECC operations. NENA recommendations and standards give ECCs the tools needed to maintain a consistent level of service and work in relation to their peers in neighboring counties and states.

NENA 56-005, *Call Answering Standard/Model Recommendation*, states, “Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) shall be answered within ten (10) seconds during the busy hour (the hour each day with the greatest call volume, as defined in the NENA Master Glossary 00-001). Ninety-five (95%) of all 9-1-1 calls should be answered within twenty (20) seconds.”²¹

¹⁷ “About APCO,” APCO International, 2017, <https://www.apcointl.org/about-apco.html>.

¹⁸ “APCO Projects,” APCO International, 2017, <https://www.apcointl.org/about-apco/apco-projects.html>.

¹⁹ “NENA’s Mission,” National Emergency Number Association, <http://www.nena.org/?page=Mission>.

²⁰ Ibid.

²¹ “9-1-1 Call Answering Standard,” National Emergency Number Association,” June 10, 2006, <https://www.nena.org/?page=911CallAnswerStd>, page 8 of 12.

National Fire Protection Association (NFPA)

NFPA “delivers information and knowledge through more than 300 consensus codes and standards, research, training, education, outreach, and advocacy ...”²²

NFPA has higher standards for call processing. Also a non-profit organization, NFPA “delivers information and knowledge through more than 300 consensus codes and standards, research, training, education, outreach, and advocacy ...”²³ NFPA 1221, 2019 version, states “Ninety- [sic] percent of events received on emergency lines shall be answered within 15 seconds, and 95 percent of alarms shall be answered within 20 seconds.”²⁴

NFPA further defines call processing times. Section 7.4.2 states: “Call processing time shall include the time from call answer to initial notification of the responding ERU(s).”²⁵ Explanatory material for this section states, in part:

Transfers, especially multiple transfers, have the impact of making compliance with the overall processing time standard nearly impossible. Given the life safety implications for critical incidents, PSAPs should make every effort to reduce/eliminate transfers, thereby reducing the amount of time required to answer, process, transfer, and dispatch alarms.

Section 7.4.3 states: “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.”²⁶

Sections 7.4.3.1 and 7.4.3.2 provide the highest prioritization levels. These sections all represent changes from the 2016 edition.

NFPA does not address law enforcement call processing and dispatching times, allowing the jurisdictions to establish time frames for dispatch in accordance with respective SOPs.

NFPA 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems* (Edition 2019), Chapter 7 sets forth the standards for PSAP operations; Section 1 of Chapter 7 addresses management.

NFPA 1221, 7.1.1 states, “All system operations shall be under the control of a manager, director, or supervisor of the jurisdiction served by the system.”

²² “NFPA Overview,” National Fire Protection Association, 2017, <http://www.nfpa.org/about-nfpa/nfpa-overview>.

²³ “NFPA Overview,” National Fire Protection Association, 2017, <http://www.nfpa.org/about-nfpa/nfpa-overview>.

²⁴ “NFPA 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*,” National Fire Protection Association, 2019.

²⁵ Ibid.

²⁶ Ibid.

7.1.3 states, "Personnel in supervisory roles shall receive supervisory training as defined by the AHJ." (AHJ is defined as the Authority Having Jurisdiction.)

7.1.4 states, "The AHJ shall be responsible for initial and ongoing training in supervisory skills of personnel in supervisory roles."

Section 3 of Chapter 7 addresses staffing.

7.3.4.1 states, "Supervision shall be provided by personnel located within the communications center who are familiar with the operations and procedures of the communications center."

7.3.4.2 states, "The supervisor shall be allowed to provide short-term relief coverage for a telecommunicator, provided that the telecommunicator does not leave the communications center and is available for immediate recall as defined in the policies and procedures of the AHJ."

International Academies of Emergency Dispatch (IAED)

The IAED "is a non-profit standard-setting organization promoting safe and effective emergency dispatch services worldwide. Comprising three allied academies for medical, fire, and police dispatching, the IAED supports first responder-related research, unified protocol application, legislation for emergency call center regulation, and strengthening the emergency dispatch community through education, certification, and accreditation."²⁷

Entities that utilize the IAED's internationally recognized protocols, available through Priority Dispatch Corporation, can apply to become an ACE.

Insurance Services Office (ISO)

The ISO has established criteria for assessing and grading fire-protection agencies. The ISO's Fire Suppression Rating Schedule (FSRS) evaluates four primary categories of fire suppression: fire department, emergency communications, water supply, and community risk reduction. The FSRS "measures the major elements of a community's fire protection system and develops a numerical grading called a Public Protection Classification."²⁸

The ISO notes:

"We base our evaluations on nationally recognized standards developed by the Association of Public-Safety Communication Officials International (APCO) and the

²⁷ International Academies of Emergency Dispatch (IAED), "Welcome to the Academy." <http://www.emergencydispatch.org/>.

²⁸ PPC "is the countrywide classification system used by the Insurance Services Office (ISO) to reflect a community's local fire protection for property insurance rating purposes. The public fire protection of a city, town or area is graded using ISO's Fire Suppression Rating Schedule to develop the community's classification."

*National Emergency Number Association (NENA). ISO works very closely with APCO, NENA, the National Fire Protection Association (NFPA), county coordinators, directors, and staff at the communications centers we survey. We've found that the most critical factor in responding to emergencies is telecommunicators. Having a sufficient number of well-trained telecommunicators can make all the difference when responding to an emergency, and our evaluation gives this component the weight it deserves.*²⁹

California State Organizations

The California Governor's Office of Emergency Services (CAL-OES)

The Public Safety Communications Branch maintains the state's standards for PSAP call answering. This office administers funding for equipment and services related to the delivery and handling of 9-1-1 calls in California, which is based upon laws passed by the California State Legislature, as defined in CA Government Code, Sections 53100-53120 (known as the Warren-911-Emergency Assistance Act) and the CA Revenue and Taxation Code, Sections 41001 - 41176 (known as the Emergency Telephone Users Surcharge Act).

CAL-OES monitors compliance with its call-handling standards, which are among several mandatory PSAP and network standards documented in the State's operating manual. The statewide call-handling standards are as follows:

- Automatic location identification (ALI) format – PSAPs shall accommodate the most current ALI standard for the State of California, currently Format 04, in any equipment replacement or upgrade.
- The *9-1-1 Operations Manual*, Chapter 1 – Standards, Public Safety Answering Point (PSAP) Standards, 2. Call Answer Time Within Fifteen (15) Seconds, states "Ninety-five (95) percent of incoming 9-1-1 calls shall be answered within fifteen (15) seconds. The CA 9-1-1 Branch realizes that unpredictable spikes may occur and will take abnormalities into consideration when reviewing statistics."³⁰

²⁹ ISO Mitigation, "Emergency Communications." (2018) <https://www.isomitigation.com/emergency-communications/>.

³⁰ "CA 9-1-1 Operations Manual," CA.gov, 2017, <http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-operations-manual>.

Appendix B – Staffing Methodology

A staffing analysis is conducted to determine whether a PSAP has an adequate number of personnel to assure efficient processing of emergency calls now and/or to determine the number of personnel that may be needed in the future—although the further into the future one looks, the more difficult it is to predict. A forward-looking staffing analysis considers projected population growth to assure that the agency is well-positioned in its future planning efforts and that it meets the expectations of the public and the agencies it serves. Operational efficiency is gauged by comparing statistical data and personnel utilization to appropriate national standards.

Additionally, a staffing analysis often is conducted to assess the number of physical console positions required for PSAP operations and how many of these positions should be routinely staffed throughout the day. The number of required positions can be used to assist in programming any future facility to ensure that adequate space is allotted.

Industry tools are available to assist with determining baseline staffing requirements for call-takers, dispatchers, and supervisors. APCO offers Project RETAINS,³¹ developed by the University of Denver Research Institute in 2004. The RETAINS toolkit 2.0 expanded its functionalities and capabilities.³² NENA offers a Communications Center Staffing Tool, which is available through a staffing workshop or the Center Manager Certification Program (CMCP).³³ Both tools utilize agency-specific data, such as call and incident volumes and other data, such as employee leave, to calculate baseline staffing requirements. One difference between the tools is that NENA considers the workload in terms of incidents that a dispatcher can or should be able to handle at one time, whereas RETAINS does not. While this is a subjective number, the agency itself defines the parameters.

MCP's staffing analysis involves a multimodal approach that considers workload, volume- and/or coverage-based staffing, and performance metrics. Volume-based staffing calculates the number of staff required to handle the volume of the respective data, while coverage-based staffing calculates the number of personnel required to staff a position 24 x 7, regardless of volume. MCP uses these calculations in tandem. Statistical calculations are balanced with operational logistics to identify how many personnel are needed for a PSAP to achieve its performance goals while providing efficient and effective service. In addition, MCP uses Erlang C calculations and its experience in the 911 community to assist in projecting the number of staff required to efficiently answer and dispatch emergency and non-emergency calls for law enforcement, fire, and EMS agencies. MCP analyzes resulting data with a respective center's operational configuration to approximate staffing requirements. The value of any resulting staff projections is

³¹ APCO International, "APCO Project RETAINS," (2018) <https://www.apcointl.org/resources/staffing-and-retention/retains.html>.

³² RETAINS is available for a subscription. From appearances, the last update was in 2009.

³³ Both the workshop and the center manager program are available for a cost. NENA notes that the workshop is hands-on, that has "you using the Tool during the workshop to determine your center's staffing needs at a high-level. You will use a combination of facilitator-provided practice data and your PSAP's actual data to determine the staffing needs of your center." <http://www.nena.org/?page=CommCenterStaffing>.

dependent upon the accuracy of the data and statistics provided by the PSAP. CONFIRE provided statistical data, including incident volume, call volume, and personnel data.

Many factors play a role in determining appropriate staffing levels, including available work hours, utilization, and attrition rates. Available work hours are the number of hours a telecommunicator (call-takers and dispatchers) is available to work during a year. There are many subfactors to this calculation, including leave usage (i.e., any time that the employee is away from his or her assigned duties). This time includes vacation, holiday, sick, and personal leave; training; military leave; and other activities.

In 2019, CONFIRE ECC personnel³⁴ used approximately 470 hours of leave per person. This is not to say that each person used this amount of leave; some may have used less, and some may have used more. Based on a 12-hour day, this is approximately 39 days of leave per person.

Utilization is a subjective number, designed to provide an estimate of the time per shift that a telecommunicator should be busy providing call-handling and dispatching services.³⁵ Breaks and meals are subtracted from the shift length, as is time spent doing other work-related activities, such as filing paperwork or decompressing after a stressful incident. In MCP's experience, telecommunicators may spend four to seven minutes per hour on other work-related activities. CONFIRE reported other work-related activities of approximately five minutes per hour with the resulting utilization rate of 87 percent. As APCO notes, "Researchers in commercial call centers report increased employee turnover and 'undesirable' agent behaviors when agent occupancy rates exceed 85 to 90% over extended periods of time." Unfortunately, always trying to maintain utilization below 85 percent can lead to overstaffing.

Calculating the net work hours (scheduled hours less leave) and the utilization rate results in the true availability of an employee. This means that a telecommunicator is scheduled to work 2,184 hours but subtracting leave an employee may only work 1,714 hours during a year, based on leave data provided by CONFIRE and the utilization rate.

Attrition, also referred to as turnover, is a factor that must be considered. The attrition data includes the highest number of employees for a given year as well as the number of staff that left voluntarily or involuntarily. The result is the attrition rate. The national average for recent years is estimated to be approximately 13 percent; however, MCP is aware of several PSAPs whose attrition rate has been higher than 15 percent, and some upwards of 25 percent. APCO RETAINS Retention report does not have a current turnover rate, reporting 2009 data as its latest reference. In its report, APCO RETAINS identifies the national turnover rate at 17 percent for 2005 and 19 percent for 2009.³⁶ CONFIRE reports a three-year attrition rate of approximately 24 percent.

³⁴ Those whose primary assignment is shift work.

³⁵ Utilization should not be confused with agent occupancy. Utilization is the total time an employee is at work and able to do their respective tasks, such as call-taking and dispatch. (This would not occur on breaks, for example.) Occupancy is the actual time at work busy on assigned tasks. This link (<http://www.thinkhdi.com/~media/HDICorp/Files/Library-Archive/Insider%20Articles/agent-occupancy.pdf>) provides good information.

³⁶ According to the APCO RETAINS Retention document, the comparison rates were derived from Project RETAINS Study I and the RETAINS Next Generation Study.

Staffing calculations also should consider performance metrics, which measure the operational efficiency of a PSAP compared with targeted goals and established standards. MCP uses performance metrics and national standards to ascertain how staffing may be positively or negatively affecting PSAP operations.

The most common metric involves the average time it takes a PSAP to answer its incoming emergency calls. PSAPs typically try to align their call-answering goals with either NENA³⁷ or NFPA³⁸ standards.

Another metric is the abandoned call rate. Every center will experience abandoned calls; the goal is to keep them as low as possible. There are many reasons for abandoned calls, including those who realized they have misdialed. When telecommunicators are on another line, incoming calls cannot be answered immediately. Regardless of the reason, this creates additional work as telecommunicators must try to reestablish contact with the caller to determine if there is an actual emergency. There is no industry metric for a “normal” number of abandoned calls. In MCP’s experience, an abandoned call rate of 8 percent or less is ideal and attainable when a center is appropriately staffed. MetricNet, a performance-benchmarking company in McLean, Virginia, for IT and call centers, suggests an abandoned call rate of 4 percent to 7 percent.³⁹ While their focus is on the service industry, not the 911 sector, there is a correlation between the two. Both are answering calls from the public in response to their stated mission or objective. CONFIRE’s abandoned call rate is approximately 0.79 percent.

³⁷ NENA: 90 percent of 9-1-1 calls answered within 10 seconds during the busy hour and 95 percent 9-1-1 calls answered within 20 seconds

³⁸ NFPA: 90 percent answered within 15 seconds and 95 percent answered within 20 seconds

³⁹ MetricNet, “Call Abandonment Rate,” (May 23, 2012) <http://www.metricnet.com/call-abandonment-rate>.