



**ADMINISTRATIVE COMMITTEE MEETING
MINUTES**

Tuesday, July 28, 2020

1:30 P.M.

ZOOM Call

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Tim McHargue/Chairperson, Colton Fire – *Left meeting at 14:25*
Chief Ivan Rojer/Vice-Chairperson, Rancho Cucamonga Fire
Chief Lorenzo Gigliotti, Apple Valley Fire Protection District
Chief Tim Shackelford, Chino Independent Fire District
Chief Dan Harker, Loma Linda Fire - *Absent*
Chief Jim Topoleski, Redlands Fire
Chief Brian Park, Rialto Fire
Chief Dan Munsey, San Bernardino County Fire

SUPPORT STAFF

Mike Bell, Director
Karen Hardy, Business Manager/Analyst
Tim Franke, Dispatch Manager
Kristen Anderson, Assistant Dispatch Manager
John Tucker, Assistant Dispatch Manager
Blessing Ugbo, MIS Manager
Liz Berry, Admin. Secretary I

GUESTS

Chief Greg Benson, Victorville Fire Department
Chief Eric Noreen, Rancho Cucamonga Fire
Chief Bertral Washington, San Bernardino County Fire
Sr. Deputy Fire Chief Art Andres, City of Ontario Fire Department
Dana DeAntonio, Confire JPA
Yvonne Robbins, San Bernardino County Fire

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 June 16, 2020 (**Attachments A**)
2. Dispatch Performance reports (**Attachments B1 – B4**)

3. Action on Consent

Motion to accept all items on Consent

Motion by: Chief Tim Shackelford

Second by: Chief Dan Munsey

Chief Tim McHargue-Yes

Chief Ivan Rojer-Yes

Chief Lorenzo Gigliotti-Yes

Chief Jim Topoleski-Yes

Chief Brian Park-Yes

Chief Dan Harker-Absent

7-Yes

1-Absent

Motion Approved

IV. DIRECTOR REPORT

- a. CAD to CAD Project Update
- b. Nurse Triage Project
 - i. CARES ACT Funding
 - ii. Pilot project update

V. COMMITTEE REPORTS

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

<u>Project</u>	<u>Status</u>	<u>Due Date</u>
<i>Internet Redundancy BGP</i>	<i>In Progress</i>	<i>7/20</i>
<i>Hardware Refresh</i>	<i>In Progress</i>	<i>9/20</i>
<i>CAD Re-Host</i>	<i>In Progress</i>	<i>10/20</i>
<i>BDC Transition</i>	<i>In Progress</i>	<i>8/20</i>
<i>Tablet Command</i>	<i>In Progress</i>	<i>10/20</i>

- b. Ops Chiefs Committee Report – Chief Park

- i. Hesperia Expansion/Command Center Update

VI. DISCUSSION ITEMS

5. Old Business

a. Redlands Agreement Renewal (**Attachment C1 and C2**) – Action Item

- i. **Approve renewal of agreement with City of Redlands for use and reimbursement of agency liaison.**

In Fiscal Year 2019/20 CONFIRE entered an agreement with the City of Redlands that enabled a fulltime employee to be assigned to CONFIRE to assist with various projects in the Communications and Information Services divisions.

For FY 2020/21 Redlands and CONFIRE have agreed to return the employee to full duty in Redlands. However, should the employee be available on days off to assist with approved CONFIRE projects this new agreement enables CONFIRE to reimburse Redlands for the cost of the employee's hours expended on behalf of CONFIRE.

CONFIRE has approved funds in its General Reserve Fund (5010) to fund consulting fees from which these funds would be applied. Any use of the Redlands employee for CONFIRE specific projects would be pre-approved by the CONFIRE Director.

Motion to approve the renewal of agreement with City of Redlands for use and reimbursement of agency liaison.

Motion by: Chief Dan Munsey

Second by: Chief Brian Park

Chief Tim McHargue-Yes

Chief Ivan Rojer-Yes

Chief Lorenzo Gigliotti-Yes

Chief Tim Shackelford-Yes

Chief Jim Topoleski-Yes

Chief Dan Harker-Absent

7-Yes

1-Absent

Motion Approved

b. West Net Troubleshooting/Maintenance Policy (**Attachment D1 and D2**) – Action Item

- i. **Approve draft policy “Troubleshooting Westnet Alerting Issues”**

At the May 26, 2020 Administrative Committee meeting, the Chiefs approved a two-year agreement with Westnet for a cooperative Multi-

agency maintenance agreement for in-station alerting equipment. This policy provides guidelines for CONFIRE and agency staff for properly reporting, troubleshooting and completing Westnet alerting equipment maintenance/service requests.

The policy requires that agencies identify key personnel who understand the basic operation of their Westnet systems that can interact with CONFIRE and/or Westnet.

There is an expectation that some basic troubleshooting of the system by the agency and CONFIRE personnel will occur prior to submitting a service request to Westnet. This information is contained in the policy. CONFIRE MIS staff will administer this policy.

Motion to approve draft “Troubleshooting Westnet Alerting Issues” policy.

Motion by: Chief Dan Munsey

Second by: Chief Tim Shackelford

Chief Tim McHargue-Yes

Chief Ivan Rojer-Yes

Chief Lorenzo Gigliotti-Yes

Chief Jim Topoleski-Yes

Chief Brian Park-Yes

Chief Dan Harker-Absent

7-Yes

1-Absent

Motion Approved

6. New Business

a. Data Consulting Contract renewal (**Attachment E1 and E2**) – Action Item

This contract will extend the services obtained from James Mathew Fratus Consulting in FY 2019/20 into FY 20/21. Fratus Consulting was retained to assist with a variety of data analysis initiatives for CONFIRE most involving EMS related operations including the ECNS study currently underway in cooperation with San Bernardino Council of Government (SB COG). He has also assisted with COVID-19 response planning for which those fees should be reimbursed through the incident management team.

This consultant is currently immersed in the ECNS project and related pilot studies. His work has already resulted in recommendations that have been incorporated into CONFIRE operations through its EMD pilot study which have saved significant time in the call taking and dispatch process.

This engagement is not to exceed \$50,000 There is a provision in the agreement to extend for on additional year if needed.

Motion to approve contract renewal for data consulting services with James Mathew Fratus Consulting for an amount not to exceed \$50,000. Funded from approved funds for consulting services from General Reserve fund 5010.

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

*6-Yes
2-Absent*

Motion Approved

b. Automated Voice Dispatch Quote (West Net) (Attachment F1 and F2) – Action Item

Automated Voice Dispatch capability has been a long-standing goal of CONFIRE in conjunction with its Westnet station alerting system. This capability allows for the immediate and automatic dispatch of resources by CAD with an appropriate voiced dispatch broadcast over the radio by an automated voice. This frees up the Primary Radio Dispatcher (PRD) to more effectively and efficiently monitor CAD recommendations for accuracy and reconfigure responses as directed by field units.

These systems will be installed separately into each Dispatch center and thus are quoted separately. The cost of the second install is less expensive because of work involved in the first install that will be applied to that effort.

This is a sole source purchase due to the proprietary capture of the interaction between the Westnet Alerting system components already in place at CONFIRE and several fire station installations. The system will also work with legacy alerting systems in non-Westnet served stations.

Funding for the systems will come from a combination of 2019 Homeland Security Grant Program funds (43,073) and budgeted funds for improvements to CAD systems in both centers (5010)

Motion to approve the quotes for and purchase and installation of Westnet Automated Voice Dispatch Systems (AVD) for the Valley and Desert Dispatch Centers.

Approve use of \$43,073 of 2019 Homeland Security Grant Program Funds to partially fund the Valley Dispatch Center installation of AVD.

Motion by: Chief Jim Topoleski

Second by: Chief Dan Munsey

Chief Ivan Rojer-Yes

Chief Dan Munsey-Yes

Chief Lorenzo Gigliotti-Yes

Chief Tim Shackelford-Yes

Chief Jim Topoleski-Yes

Chief Brian Park-Yes

Chief Dan Harker-Absent

Chief McHargue-Absent

6-Yes

2-Absent

Motion Approved

VII. CLOSED SESSION

VIII. ADJOURNMENT

The meeting adjourned at 15:00.

Upcoming Meetings:

Next Regular Meeting: August 25, 2020 at 1:30 p.m. location TBD.



CONFIRE

Call Summary
CONFIRE/Comm Center

1743 W Miro Way
Rialto, CA 92376
County: San Bernardino
Year: 2020

From: 1/1/2020
To: 7/31/2020
Period: Month
Group: All
Call Type: Abandoned
Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-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
2020 Totals	117119	498	117617	0.42%	84411	3723	88134	118240	84189	1812	204242	409993	102.5
2019 Totals	108701	1008	109709	0.92%	86533	3166	89699	121757	76384	1619	199760	399168	106.5

ATTACHMENT B2



PSAP Answer Time

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

From: 1/1/2020
 To: 7/31/2020
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Call Type: 911 Calls

Month - Year: 1/1/2020 - 7/31/2020
 Agency: Fire
 Affiliation:

CONFIRE

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	16,097
% 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	361	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%							
Year to Date 2020 Total	101,711	6,417	3,364	3,942	1,364	765	54	117,617
% answer time ≤ 10 seconds	86.48%	5.46%	2.86%	3.35%	1.16%	0.65%	0.05%	100.00%
% answer time ≤ 15 seconds	91.93%							
% answer time ≤ 40 seconds	98.14%							
Year to Date 2019 Total	98,598	4,840	2,222	2,800	821	391	37	109,709
% answer time ≤ 10 seconds	89.87%	4.41%	2.03%	2.55%	0.75%	0.36%	0.03%	100.00%
% answer time ≤ 15 seconds	94.28%							
% answer time ≤ 40 seconds	98.86%							

CONFIRE Billable Incidents

Period: 01/01/2020 thru 08/16/2020

Jurisdiction	# of Incidents	% of Total
San Bernardino County	76,538	54.03%
VictorvilleFD	13,803	9.74%
RanchoCucamonga	9,711	6.86%
AppleValley	7,733	5.46%
ChinoValleyFD	7,347	5.19%
Rialto	6,612	4.67%
Redlands	6,532	4.61%
Colton	4,392	3.10%
MontclairFD	2,810	1.98%
Big Bear Fire	2,328	1.64%
Loma Linda	2,311	1.63%
San Manuel FD	803	0.57%
Running Springs	322	0.23%
Baker Ambulance	283	0.20%
Road Department	126	0.09%
BigBearCity	1	0.00%
Total	141,652	100%
BDC Division	# of Incidents	% of Total
East Valley	26,256	34.30%
Fontana	12,143	15.87%
Valley	10,658	13.93%
Hesperia	7,217	9.43%
South Desert	7,133	9.32%
North Desert	6,720	8.78%
Adelanto	3,274	4.28%
Mountain	3,137	4.10%
Total	76,538	100%

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

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

1. EXHIBITS

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

Exhibits include:

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

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on July 1, 2020 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the initial term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2025.
- c. Upon the expiration of the initial term of this Agreement (see 2.b. above), the term of this Agreement shall automatically renew for successive one (1) year terms each July 1st unless either Party notifies the other Party at least sixty (60) days prior to renewal of its intention to terminate the Agreement.

3. INDEPENDENT CONTRACTOR

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

4. SCOPE OF SERVICES

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

- Exhibit A-1
- Exhibit A-2

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. NOTICE

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

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

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

8. [RESERVED]

[reserved]

9. HIPPA BUSINESS ASSOCIATE AGREEMENT

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

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

Consolidated Fire Agencies

San Manuel Band of Mission Indians

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

EXHIBIT A-1
to CONTRACTING AGENCY AGREEMENT

SCOPE OF SERVICES

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

EXHIBIT A-2
to CONTRACTING AGENCY AGREEMENT

INLAND EMPIRE REGIONAL INTEROPERABILITY PROJECT
SCOPE OF SERVICES

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

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

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

EXHIBIT B
to CONTRACTING AGENCY AGREEMENT

COMPENSATION

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

EXHIBIT A-1: DISPATCH FEE:

1. Contracting Agency shall pay CONFIRE an annual fee of Ninety-Six Thousand Four Hundred Eighteen Dollars (\$96,418.00).
2. Contracting Agency shall pay an additional Contract Charge of 5% of the annual fee. For FY 19/20 this fee is Four Thousand Eight Hundred Twenty-One Dollars (\$4,821)
3. Pass-Thru charge for Westnet Station Alerting Maintenance of Eleven Thousand Eight Hundred Forty Dollars (\$11,840); additional to quarterly installment
4. Total Compensation for services rendered for FY 20/21 is One Hundred Thirteen Thousand Seventy Nine Dollars (\$113,079)
5. Payment shall be made in quarterly installments of Twenty-eight Thousand Two Hundred Sixty Nine Dollars and Seventy-Five Cents (\$28,269.75)
6. Payment shall be made within thirty (30) days of the issuance of the invoice.

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

1. One-time initial costs for participating in the IE RIP CAD to CAD Project will be funded through grants procured by CONFIRE.
2. Annual fees for participating in the IE RIP CAD to CAD Program are:
 - a. Maintenance Fee \$12,500.00 (Agency share)
 - b. Cloud Hosting & Escrow Fee \$9,120.00 (10% of IE RIP cost)

Total annual costs are: \$21,620.00
3. These fees will be annually paid by CONFIRE to the Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs identified in Paragraph 2, above. Notwithstanding the foregoing, billing for the Cloud Hosting & Escrow Fee described in Section 2 above shall commence upon the 2nd year of the IE RIP CAD to CAD Program.
4. Payment shall be made within thirty (30) days of the issuance of the invoice.

EXHIBIT C
to CONTRACTING AGENCY AGREEMENT

GENERAL TERMS AND CONDITIONS

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

13. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
14. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.
15. **CONFIDENTIALITY.** CONFIRE agrees to comply with all applicable rules and regulations established by Federal, State, local or tribal authorities regarding access, use, storage and release of confidential information.

EXHIBIT D
to CONTRACTING AGENCY AGREEMENT

[RESERVED]

EXHIBIT E
to CONTRACTING AGENCY AGREEMENT

BUSINESS ASSOCIATE AGREEMENT
BY AND BETWEEN
CONTRACTING AGENCY AND CONFIRE

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

RECITALS

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

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

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

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

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

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

AGREEMENT

1. General Terms and Conditions

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

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

Consolidated Fire Agencies

Date: _____, 20____

By: _____

Print Name: _____

Its: _____

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

Date: _____, 20____

By: _____

Print Name: _____

Its: _____

Appendix 1
General Terms and Conditions to BAA

I. DEFINITIONS.

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

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

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

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

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

IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

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

V. TERM AND TERMINATION.

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

management and administration or to carry out its legal responsibilities.

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

VI. MISCELLANEOUS.

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

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

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

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

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

ATTACHMENT D1

CARES ACT Funding Opportunities:

Regional CAD to CAD Projects (Includes license & professional services)

Projects may vary in scope with pricing variations. Intent is to prioritize fire/ems dispatch centers, then engage PD centers if funding permits. Product is Central Square Hub (CAD to CAD) which has been purchased by CONFIRE through a competitive bidding process. Pricing would be based on the existing contract with between Central Square and CONFIRE. This could change slightly if the number of agencies exceed the amount written into the contract (10)....three agencies are already engaged in the project.

Total: \$650,000

Nurse Triage System (ECNS)

Work Stations (6 @ 20,000)	\$120,000 (Dell)
Low Code/CAD Upgrades for ECNS	\$ 60,000 (Central Square API)
Consulting/Labor costs	\$180,000
Total:	\$360,000

CONFIRE/Regional Dispatch Improvements

Desert (Hesperia) Technology upgrades	\$500,000 (See attached list)
Desert Station Alerting (RIC & AVD)	\$60,000 (Westnet)
Call Taking equipment (10)	\$395,000 (Motorola/Vesta)
Portable radios (800mhz) (8)	\$50,000 (Motorola)
80" monitors (8)	\$16,000 (Market)
Personal Barriers (social distancing)	\$40,000 (Market)
Total:	\$1,061,000

Total: \$2,071,000

Primary Column

Server Infrastructure

New Storage / SAN
 New Server Cluster (ESXi Hosts)
 Voiceprint server
 Dell EMC Data Domain
 Dell Data Replication License
 Dell KVM
 Meraki MR42's for HDGC Dispatch
 More Storage for HDGC – Spinning or Flash
 Replacement Meraki HUB – Hardware, License, and Support (5 years)
 Bare Metal VM Host for HDGC
 VMware – License upgrade for existing three hosts and one new host license
 CAD Server - Production Development
 Server License OS
 SQL License

Vendor/Source

Estimate

Dell \$50,000.00
 Dell \$40,000.00
 Voiceprint \$20,000.00
 Dell \$118,000.00
 Dell \$19,000.00
 Dell \$2,500.00
 Connection \$3,250.00
 Connection \$20,000.00
 Connection \$30,119.00
 Connection \$19,519.00
 Dell \$18,564.00
 Dell \$20,000.00
 Crayon \$20,000.00
 Crayon \$30,000.00
Total \$410,952.00

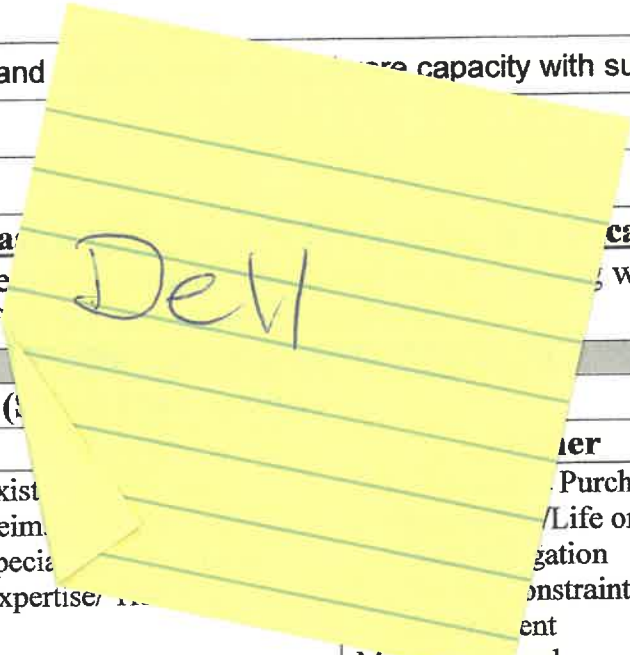
Dell	\$268,064.00
Voiceprint	\$20,000.00
Connection	\$72,888.00
Crayon	\$50,000.00
	<hr/>
	\$410,952.00



CONFIRE

NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: MIS		Date: 8/25/20	
Supplier: Dell			
Description of item:	Upgrade and ... capacity with support		
Total Cost:	If Purchased	iscal Year:	
\$ 356,886	Department ... copies of	with	
Justification ()			
Product		er	
<input checked="" type="checkbox"/> Equipment/System Compatibility <input type="checkbox"/> Functional Specifications <input checked="" type="checkbox"/> Manufacturer/Publisher-Direct <input type="checkbox"/> Only Authorized Dealer	<input type="checkbox"/> Exist <input type="checkbox"/> Reim <input type="checkbox"/> Specia Expertise/	<input type="checkbox"/> Purchase <input type="checkbox"/> Life or Property <input type="checkbox"/> gation <input type="checkbox"/> onstraint <input type="checkbox"/> ent Manual legal Requirement <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Sole Source	
Please provide a detailed explanation for the Justification selected above.			
Maintain technology compatibility at both dispatch center to reduce support burden and point of failures.			
Having parity at both sites will allow CONFIRE to handle the additional dispatch load due to COVID-19, and it will also allow us to maintain social distancing among our dispatchers.			
	Signature	Print Name	Date
Submitted By:		Blessing Ugbo	8/20/20
Fiscal:		Rana Gilani	8/20/20
Director:		Mike Bell	8/20/20
Admin Chair:			



**CONFIRE**

STAFF REPORT

DATE: 8/25/20

FROM: **Blessing Ugbo**
MIS Manager

TO: CONFIRE Admin Committee

SUBJECT: Single Source Purchase – Server Infrastructure

Recommendation

Approve single source purchase from Dell. through the CONFIRE NASPO purchasing agreement for hardware, software and licensing produced by Dell to replace ageing storage infrastructure. Quotes are in the range of \$356,886. This will be funded through the approved CARES ACT grant.

Procurement list:

1. Storage SAN
2. New Server Cluster (ESXi Hosts)
3. Dell EMC Data Domain
4. Dell Data Replication License
5. Dell KVM
6. VMware – License upgrade for existing three hosts and one new host license
7. CAD Server - Production Development
8. More Storage
9. Bare Metal VM Host

Background Information

Confire relies on several systems and servers to operate the Desert dispatch center as our disaster recovery site. Our existing server infrastructure at the Desert dispatch center was brought online approximately 10 + years ago and has since gone beyond the CONFIRE hardware service life cycle which typically is between 5 to 7 years replacement interval. Over the past 10 years Confire has increased the processing load required at the desert dispatch center to its max capability. The existing server infrastructure is no longer able to meet the demand of our current and growing dispatch activities due to age, costly maintenance and support, and it has become a risk to the overall CONFIRE infrastructure.

Having parity at both the Valley and Desert dispatch centers will allow us to handle the additional dispatch load due to COVID-19 and will also allow us to maintain social distancing among our dispatchers.

Dell sells direct to CONFIRE through the NASPO purchasing agreement for government entities (see attached NASPO agreement). Staff request permission to purchase hardware infrastructure under a single source quotation provided by Dell.

FISCAL IMPACTS

None – Funding will be through CARES ACT grant.



STATE OF MINNESOTA
 Materials Management Division
 112 Administration Building
 50 Sherburne Avenue
 St. Paul, MN 55155
 Voice: 651.296.2600
 Fax: 651.297.3996



**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD
 WITH
 DELL MARKETING, L.P.
 FOR**

**COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage
 including Related Peripherals & Services)**

To: Dell Marketing L. P. CONTRACT NO: MNWNC-108
 One Dell Way
 Mailstop 8707 RR1-33 Legal SM 2/26/15
 Round Rock, TX 78682 1.?? 3/3/15

CONTRACT PERIOD: April 1, 2015, or upon final
 executed signatures,
 whichever is later
 March 31, 2017

Contract Vendor Administrator: Diane
 Wigington
 Email: Diane.Wigington@dell.com THROUGH
 Phone: (512) 728-4805 EXTENSION OPTION: UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WCSA-NASPO Master Agreement.; 2. Minnesota WCSA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie G. Miller
 Signature
 Stephanie G. Miller
 Printed Name
 Title: Contract Manager / Senior Manager SM
 Date: 16 February 2015

By: _____
 Signature

 Printed Name
 Title: _____
 Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Joe Kelle
 Signature
 Title: Master Agreement Administrator
 Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
 Or delegated representative.

By: Original signed
 Date: _____

MAR 03 2015

By Lucas J. Jannett

AMENDMENT NO. 2 TO CONTRACT MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment, Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. DELL MARKETING L.P. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u>[Signature]</u> Signature: _____ Printed Name: <u>Sadie Robbins</u></p> <p>Title: <u>Sr. Contract Manager</u></p> <p>Date: <u>12/19/19</u></p> <p>By: _____ Signature: _____ Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u></p> <p>Date: <u>1.27.2020</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative.</p> <p>By: <u>[Signature]</u> Date: <u>1/27/2020</u></p>
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A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000065801195.4	Sales Rep	Sarah Reynolds
Total	\$50,213.71	Phone	(800) 456-3355, 6180061
Customer #	20176668	Email	Sarah_Reynolds@Dell.com
Quoted On	Aug. 20, 2020	Billing To	ACCTS PAYABLE
Expires by	Sep. 15, 2020		CONFIRE JPA
Solution ID	12820823		1743 MIRO WAY
Deal ID	19952222		SAN BERNARDINO COUNTY FIRE
			DP
			RIALTO, CA 92376-8630

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Sarah Reynolds

Shipping Group

Shipping To	Shipping Method	Install At
Receiving Dept CONFIRE JPA 1743 MIRO WAY RIALTO, CA 92376-8630 (909) 356-2332	Standard Delivery	Receiving Dept CONFIRE JPA 1743 MIRO WAY RIALTO, CA 92376-8630 (909) 356-2332

Solution Name

SB County-Confire-SCv3020 w 10x SC,
3.84TB SAS, 12Gb 2.5" RI SSD

Product	Unit Price	Qty	Subtotal
Dell EMC SCv3020 - [amer_scv3020_12391]	\$46,903.48	1	\$46,903.48

Subtotal:	\$46,903.48
Shipping:	\$0.00
Non-Taxable Amount:	\$4,190.94
Taxable Amount:	\$42,712.54
Estimated Tax:	\$3,310.23
<hr/>	
Total:	\$50,213.71

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

Receiving Dept
CONFIRE JPA
1743 MIRO WAY
RIALTO, CA 92376-8630
(909) 356-2332

Shipping Method

Standard Delivery

Install At

Receiving Dept
CONFIRE JPA
1743 MIRO WAY
RIALTO, CA 92376-8630
(909) 356-2332

Solution Name

SB County-Confire-SCv3020 w 10x SC,
3.84TB SAS, 12Gb 2.5" RI SSD

		Qty	Subtotal
Dell EMC SCv3020 - [amer_scv3020_12391]	\$46,903.48	1	\$46,903.48

Estimated delivery if purchased today:

Sep. 09, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
SCv3020 3Ux30 Drive Storage Array	210-ALVZ	-	1	-
SCv30X0 Dual Controller Components	449-BBLE	-	1	-
SC, SFP+, 4-port, Mezz Card	403-BBPF	-	1	-
SC, SFP+, 4-port, Mezz Card	403-BBPF	-	1	-
IO, 10Gb iSCSI, 4 port, PCI-E, SFP+ w/o Optics, Full Height	406-BBLZ	-	1	-
IO, 10Gb iSCSI, 4 port, PCI-E, SFP+ w/o Optics, Full Height	406-BBLZ	-	1	-
SHIP,SCV3020,DAO	340-BSDI	-	1	-
Dell SC Storage Reg Label	389-BJUC	-	1	-
Storage Center Core Software Bundle, Base License	634-BJUI	-	1	-
SSN License	634-BKCL	-	1	-
Redundant Power Supply, 1378W, C20	450-AGJN	-	1	-
Rack rail, 2Us, Static	770-BBUJ	-	1	-
SC Bezel	350-BBKJ	-	1	-
Dell Hardware Limited Warranty	814-3780	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch,3 Years	814-3820	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch,2 Years Extended	814-3824	-	1	-
ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance,5 Years	814-3829	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
On-Site Installation Declined	900-9997	-	1	-
US Order	332-1286	-	1	-
SC, 3.84TB SAS, 12Gb 2.5" RI SSD	400-AQYZ	-	10	-
Hard Drive Filler 2.5in, single blank	400-AEPR	-	20	-

North Marianas, Philippines, Samoa)

Subtotal:	\$46,903.48
Shipping:	\$0.00
Estimated Tax:	\$3,310.23
<hr/>	
Total:	\$50,213.71

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

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Electronically linked terms and descriptions are available in hard copy upon request.

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OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000065801624.4	Sales Rep	Sarah Reynolds
Total	\$37,603.43	Phone	(800) 456-3355, 6180061
Customer #	20176668	Email	Sarah_Reynolds@Dell.com
Quoted On	Aug. 20, 2020	Billing To	ACCTS PAYABLE
Expires by	Sep. 15, 2020		CONFIRE JPA
Solution ID	12820827		1743 MIRO WAY
Deal ID	19950771		SAN BERNARDINO COUNTY FIRE
			DP
			RIALTO, CA 92376-8630

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Sarah Reynolds

Shipping Group

Shipping To	Shipping Method
Receiving Dept CONFIRE JPA 1743 MIRO WAY RIALTO, CA 92376-8630 (909) 356-2332	Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge FX2 - [dellstar_1293]	\$2,746.76	1	\$2,746.76
PowerEdge FC640 - [amer_fc640_12338]	\$7,647.19	4	\$30,588.76
PowerEdge FN I/O Module, Factory Installed - [shared_1598_fi]	\$1,057.46	2	\$2,114.92

Subtotal:	\$35,450.44
Shipping:	\$0.00
Non-Taxable Amount:	\$7,669.91
Taxable Amount:	\$27,780.53
Estimated Tax:	\$2,152.99

Total:	\$37,603.43
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

Receiving Dept
CONFIRE JPA
1743 MIRO WAY
RIALTO, CA 92376-8630
(909) 356-2332

Shipping Method

Standard Delivery

PowerEdge FX2 - [dellstar_1293]	\$2,746.76	Qty 1	Subtotal \$2,746.76
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Estimated delivery if purchased today:

Sep. 10, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge FX2	210-ABUX	-	1	-
PowerEdge FX2 Chassis for up to 4 Half-Width Nodes	321-BBFM	-	1	-
FX2S Chassis Configuration Label	321-BBFZ	-	1	-
PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots)	321-BBGH	-	1	-
PowerEdge FX2 Shipping	340-AGKB	-	1	-
Power Supply, Redundancy Alerting Enabled Configuration	450-ADTZ	-	1	-
Dual, Hot-plug, Redundant Power Supply, 2000W, C19/C20 Power Cord Required for Use	450-AENU	-	1	-
FX2 ReadyRails Sliding Rails	770-BBER	-	1	-
USER Guide, FX2 Chassis	343-BBBW	-	1	-
US Order	332-1286	-	1	-
Flex Address Plus Enabled,8GB	385-BBJR	-	1	-
CMC Enterprise for FX2	634-0287	-	1	-
Redundant Ethernet Switch Configuration	540-BBQM	-	1	-
PowerEdge FN I/O Module User Documentation	340-AKBN	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Hardware Limited Warranty Plus On Site Service Initial Year	973-9866	-	1	-
Dell Hardware Limited Warranty Plus On Site Service Extended Year	973-9867	-	1	-
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year	973-9966	-	1	-
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended	973-9969	-	1	-
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 5 Year	973-9992	-	1	-
Dell Proactive Systems Management - Declined - www.dell.com/Proactive	909-0259	-	1	-
On-Site Installation Declined	900-9997	-	1	-
Declined Remote Consulting Service	973-2426	-	1	-
No Media Required	421-5736	-	1	-
Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m)	492-BBEI	-	2	-

PowerEdge FC640 - [amer_fc640_12338]	\$7,647.19	Qty 4	Subtotal \$30,588.76
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Estimated delivery if purchased today:
 Sep. 18, 2020
 Contract # C000000181156
 Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge FC640 Server Node	210-ALYN	-	4	-
No Trusted Platform Module	461-AADZ	-	4	-
Chassis with up to 2 PCIe SSD or SATA HD MLK	321-BEVG	-	4	-
System ordered as part of Multipack order	750-AADI	-	4	-
System ordered as part of Multipack order	750-AADI	-	4	-
PowerEdge FC640 Regulatory Label, DAO	389-CFVE	-	4	-
Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933	338-BVJV	-	4	-
Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933	338-BVJV	-	4	-
Additional Processor Selected	379-BDCO	-	4	-
2 CPU Heatsink	412-AAJM	-	4	-
3200MT/s RDIMMs	370-AEVR	-	4	-
Performance Optimized	370-AAIP	-	4	-
Diskless Configuration (No RAID, No Controller)	780-BCDH	-	4	-
No Controller	405-AACD	-	4	-
No Hard Drive	400-ABHL	-	4	-
BOSS controller card + with 2 M.2 Sticks 480G (RAID 1),FH	403-BBTJ	-	4	-
VMware ESXi 6.7 U3 Embedded Image (License Not Included)	634-BRIO	-	4	-
No Media Required	421-5736	-	4	-
QLogic 57840S 10Gb Quad Port KR CNA Blade Network Daughter Card	540-BCHR	-	4	-
iDRAC9,Enterprise	385-BBKT	-	4	-
OpenManage Enterprise Advanced	528-BIYY	-	4	-
iDRAC Group Manager, Enabled	379-BCQV	-	4	-
PowerEdge FC PCIE Mezzanine Adapter	492-BCFD	-	4	-
Redundant Power Supply on Chassis (X+1 PSU Configuration)	450-AJPR	-	4	-
Performance BIOS Settings	384-BBBL	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
US Order	332-1286	-	4	-
Dell Hardware Limited Warranty Plus On-Site Service	815-0280	-	4	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	815-0308	-	4	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	815-0312	-	4	-
ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	815-0313	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-

Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	4	-
On-Site Installation Declined	900-9997	-	4	-
32GB RDIMM, 3200MT/s, Dual Rank	370-AEVN	-	48	-

Qty Subtotal

PowerEdge FN I/O Module, Factory Installed - [shared_1598_fi] **\$1,057.46 2 \$2,114.92**

Estimated delivery if purchased today:

Sep. 14, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed	210-AHBX	-	2	-
Software, Rights to use Full-Switch Mode, FN I/O Module	634-BFBL	-	2	-
US Order	332-1286	-	2	-
Dell Hardware Limited Warranty Plus On Site Service	807-9776	-	2	-
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	807-9783	-	2	-
ProSupport Plus: Mission Critical 7x24 HW/SW Technical Support and Assistance, 5 Years	807-9798	-	2	-
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 2 Years	807-9799	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	2	-
On-Site Installation Declined	900-9997	-	2	-

Subtotal:	\$35,450.44
Shipping:	\$0.00
Estimated Tax:	\$2,152.99
Total:	\$37,603.43

Important Notes

Terms of Sale

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Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

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Quote No.	3000065804214.4	Sales Rep	Sarah Reynolds
Total	\$20,310.70	Phone	(800) 456-3355, 6180061
Customer #	20176668	Email	Sarah_Reynolds@Dell.com
Quoted On	Aug. 20, 2020	Billing To	ACCTS PAYABLE
Expires by	Sep. 15, 2020		CONFIRE JPA
Solution ID	12820896		1743 MIRO WAY
Deal ID	19950771		SAN BERNARDINO COUNTY FIRE
			DP
			RIALTO, CA 92376-8630

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Sarah Reynolds

Shipping Group

Shipping To	Shipping Method
Receiving Dept CONFIRE JPA 1743 MIRO WAY RIALTO, CA 92376-8630 (909) 356-2332	Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge R640 - [amer_r640_12232]	\$19,643.47	1	\$19,643.47

Subtotal:	\$19,643.47
Shipping:	\$0.00
Non-Taxable Amount:	\$11,034.17
Taxable Amount:	\$8,609.30
Estimated Tax:	\$667.23
<hr/>	
Total:	\$20,310.70

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

Receiving Dept
CONFIRE JPA
1743 MIRO WAY
RIALTO, CA 92376-8630
(909) 356-2332

Shipping Method

Standard Delivery

		Qty	Subtotal
PowerEdge R640 - [amer_r640_12232]	\$19,643.47	1	\$19,643.47

Estimated delivery if purchased today:

Sep. 17, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R640 Server	210-AKWU	-	1	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
No Hard Drive, No Backplane chassis	321-BCUP	-	1	-
PowerEdge R640 Shipping	340-BKNE	-	1	-
PowerEdge R640 x8 Drive Shipping Material	340-COPS	-	1	-
PowerEdge R640 CE, CCC, BIS Marking	389-DSVE	-	1	-
Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933	338-BVJV	-	1	-
Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933	338-BVJV	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
DIMM Blanks for System with 2 Processors	370-ABWE	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
Performance Optimized	370-AAIP	-	1	-
Diskless Configuration (No RAID, No Controller)	780-BCDH	-	1	-
No Controller	405-AACD	-	1	-
No Hard Drive	400-ABHL	-	1	-
BOSS controller card + with 2 M.2 Sticks 480GB (RAID 1),LP	403-BCHH	-	1	-
VMware ESXi 6.7 U3 Embedded Image (License Not Included)	634-BRIO	-	1	-
No Media Required	421-5736	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
iDRAC,Legacy Password	379-BCSG	-	1	-
Riser Config 2, 3x16 LP	330-BBGN	-	1	-
Broadcom 57412 Dual Port 10GbE SFP+ & 5720 Dual Port 1GbE BASE-T rNDC	540-BBUL	-	1	-

8 Standard Fans for R640	384-BBQJ	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-AJSC	-	1	-
Standard Bezel	325-BCHH	-	1	-
Dell EMC Luggage Tag	350-BBJS	-	1	-
No Quick Sync	350-BBKB	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BBBC	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9255	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-9283	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	813-9287	-	1	-
ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	813-9288	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
On-Site Installation Declined	900-9997	-	1	-
32GB RDIMM, 3200MT/s, Dual Rank	370-AEVN	-	12	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-
VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 5 Year License and Maintenance	528-CKCQ	-	2	-

Subtotal:	\$19,643.47
Shipping:	\$0.00
Estimated Tax:	\$667.23
Total:	\$20,310.70

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Quote No.	3000065804214.6	Sales Rep	Sarah Reynolds
Total	\$20,310.70	Phone	(800) 456-3355, 6180061
Customer #	20176668	Email	Sarah_Reynolds@Dell.com
Quoted On	Aug. 21, 2020	Billing To	ACCTS PAYABLE
Expires by	Sep. 15, 2020		CONFIRE JPA
Solution ID	12820896		1743 MIRO WAY
Deal ID	19950771		SAN BERNARDINO COUNTY FIRE
			DP
			RIALTO, CA 92376-8630

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Sarah Reynolds

Shipping Group

Shipping To	Shipping Method
Receiving Dept CONFIRE JPA 1743 MIRO WAY RIALTO, CA 92376-8630 (909) 356-2332	Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge R640 - [amer_r640_12232]	\$19,643.47	1	\$19,643.47

Subtotal:	\$19,643.47
Shipping:	\$0.00
Non-Taxable Amount:	\$11,034.17
Taxable Amount:	\$8,609.30
Estimated Tax:	\$667.23
<hr/>	
Total:	\$20,310.70

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

Receiving Dept
 CONFIRE JPA
 1743 MIRO WAY
 RIALTO, CA 92376-8630
 (909) 356-2332

Shipping Method

Standard Delivery

PowerEdge R640 - [amer_r640_12232]	\$19,643.47	Qty	1	Subtotal	\$19,643.47
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Estimated delivery if purchased today:

Sep. 17, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R640 Server	210-AKWU	-	1	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
No Hard Drive, No Backplane chassis	321-BCUP	-	1	-
PowerEdge R640 Shipping	340-BKNE	-	1	-
PowerEdge R640 x8 Drive Shipping Material	340-COPS	-	1	-
PowerEdge R640 CE, CCC, BIS Marking	389-DSVE	-	1	-
Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933	338-BVJV	-	1	-
Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933	338-BVJV	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
DIMM Blanks for System with 2 Processors	370-ABWE	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
Performance Optimized	370-AAIP	-	1	-
Diskless Configuration (No RAID, No Controller)	780-BCDH	-	1	-
No Controller	405-AACD	-	1	-
No Hard Drive	400-ABHL	-	1	-
BOSS controller card + with 2 M.2 Sticks 480GB (RAID 1),LP	403-BCHH	-	1	-
VMware ESXi 6.7 U3 Embedded Image (License Not Included)	634-BRIO	-	1	-
No Media Required	421-5736	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
iDRAC,Legacy Password	379-BCSG	-	1	-
Riser Config 2, 3x16 LP	330-BBGN	-	1	-
Broadcom 57412 Dual Port 10GbE SFP+ & 5720 Dual Port 1GbE BASE-T rNDC	540-BBUL	-	1	-

8 Standard Fans for R640	384-BBQJ	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-AJSC	-	1	-
Standard Bezel	325-BCHH	-	1	-
Dell EMC Luggage Tag	350-BBJS	-	1	-
No Quick Sync	350-BBKB	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BBBC	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9255	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-9283	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	813-9287	-	1	-
ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	813-9288	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
On-Site Installation Declined	900-9997	-	1	-
32GB RDIMM, 3200MT/s, Dual Rank	370-AEVN	-	12	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-
VMware vSphere 7 Enterprise Plus for 1 CPU, up to 32 cores, 5 Year License and Maintenance	528-CKCQ	-	2	-

Subtotal:	\$19,643.47
Shipping:	\$0.00
Estimated Tax:	\$667.23
<hr/>	
Total:	\$20,310.70

Important Notes

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Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000067348641.2	Sales Rep	Sarah Reynolds
Total	\$7,868.46	Phone	(800) 456-3355, 6180061
Customer #	20176668	Email	Sarah_Reynolds@Dell.com
Quoted On	Aug. 21, 2020	Billing To	ACCTS PAYABLE
Expires by	Sep. 20, 2020		CONFIRE JPA
Solution ID	12931791		1743 MIRO WAY
Deal ID	19952222		SAN BERNARDINO COUNTY FIRE
			DP
			RIALTO, CA 92376-8630

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Sarah Reynolds

Shipping Group 1 of 2

Shipping To	Shipping Method	Install At
Receiving Dept CONFIRE JPA 1743 MIRO WAY RIALTO, CA 92376-8630 (909) 356-2332	Standard Delivery	Receiving Dept CONFIRE JPA 1743 MIRO WAY RIALTO, CA 92376-8630 (909) 356-2332

Solution Name

SB County-Confire-SCv3020 w 10x SC,
3.84TB SAS, 12Gb 2.5" RI SSD

Product	Unit Price	Qty	Subtotal
SC, 2.4TB, SAS, 12Gb, 10K, 2.5 " HDD, Customer Kit	\$591.04	10	\$5,910.40

Shipping Group 2 of 2

Shipping To

Receiving Dept
CONFIRE JPA
1743 MIRO WAY
RIALTO, CA 92376-8630
(909) 356-2332

Shipping Method

Standard Delivery

Data Progression, Software Lic ense, Cust Kit (Requires PS4SW)	\$1,500.00	1	\$1,500.00
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Subtotal:	\$7,410.40
Shipping:	\$0.00
Non-Taxable Amount:	\$1,500.00
Taxable Amount:	\$5,910.40
Estimated Tax:	\$458.06
Total:	\$7,868.46

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group 1 of 2, Details

Shipping To

Receiving Dept
CONFIRE JPA
1743 MIRO WAY
RIALTO, CA 92376-8630
(909) 356-2332

Shipping Method

Standard Delivery

Install At

Receiving Dept
CONFIRE JPA
1743 MIRO WAY
RIALTO, CA 92376-8630
(909) 356-2332

Solution Name

SB County-Confire-SCv3020 w 10x SC,
3.84TB SAS, 12Gb 2.5" RI SSD

		Qty	Subtotal
SC, 2.4TB, SAS, 12Gb, 10K, 2.5 " HDD, Customer Kit	\$591.04	10	\$5,910.40

Estimated delivery if purchased today:

Aug. 31, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Dell 2.4TB 10K RPM SAS 12Gbps 4Kn 2.5in Drive	400-AYDB	-	10	-

Subtotal:	\$5,910.40
Shipping:	\$0.00
Estimated Tax:	\$458.06
Total:	\$6,368.46

Shipping Group 2 of 2, Details

Shipping To

Receiving Dept
CONFIRE JPA
1743 MIRO WAY
RIALTO, CA 92376-8630
(909) 356-2332

Shipping Method

Standard Delivery

		Qty	Subtotal
Data Progression, Software Lic ense, Cust Kit (Requires PS4SW)	\$1,500.00	1	\$1,500.00

Estimated delivery if purchased today:

Aug. 31, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Data Progression, Software Lic ense, Cust Kit (Requires PS4SW)	529-BBFD	-	1	-

Subtotal:	\$1,500.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,500.00

Important Notes

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A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000067411344.1	Sales Rep	Callie Kelley
Total	\$15,930.00	Phone	(800) 456-3355, 7289360
Customer #	20176668	Email	Callie_Kelley@Dell.com
Quoted On	Aug. 21, 2020	Billing To	ACCTS PAYABLE
Expires by	Aug. 31, 2020		CONFIRE JPA
			1743 MIRO WAY
			SAN BERNARDINO COUNTY FIRE
			DP
			RIALTO, CA 92376-8630

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Callie Kelley

Shipping Group

Shipping To	Shipping Method
Receiving Dept CONFIRE JPA 1743 MIRO WAY RIALTO, CA 92376-8630 (909) 356-2332	Standard Delivery

Product	Unit Price	Qty	Subtotal
VLA VMW PROD SNS FOR VSPHERE 7 ENT PLUS FOR 1 PROC	\$854.05	2	\$1,708.10
VLA VMW VSPHERE 7 ENT PLUS FOR 1 PROC	\$2,876.00	2	\$5,752.00
VLA VMW PROD SNS FOR VSPHERE 7 ENT PLUS FOR 1 PROC	\$854.05	6	\$5,124.30
VLA VMW PROD SNS FOR VSPHERE 7 ENT PLUS FOR 1 PROC	\$854.05	6	\$5,124.30

FOR 1 PROC

Subtotal:	\$15,930.00
Shipping:	\$0.00
Non-Taxable Amount:	\$15,930.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$15,930.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

Receiving Dept
CONFIRE JPA
1743 MIRO WAY
RIALTO, CA 92376-8630
(909) 356-2332

Shipping Method

Standard Delivery

VLA VMW PROD SNS FOR VSPHERE 7 ENT PLUS FOR 1 PROC	\$854.05	Qty 2	Subtotal \$1,708.10
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Estimated delivery if purchased today:

Oct. 13, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
VLA VMW PROD SNS FOR VSPHERE 7 ENT PLUS FOR 1 PROC	AB276080	-	2	-

VLA VMW VSPHERE 7 ENT PLUS FOR 1 PROC	\$2,876.00	Qty 2	Subtotal \$5,752.00
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Estimated delivery if purchased today:

Oct. 13, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
VLA VMW VSPHERE 7 ENT PLUS FOR 1 PROC	AB276089	-	2	-

VLA VMW PROD SNS FOR VSPHERE 7 ENT PLUS FOR 1 PROC	\$854.05	Qty 6	Subtotal \$5,124.30
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Estimated delivery if purchased today:

Oct. 13, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
VLA VMW PROD SNS FOR VSPHERE 7 ENT PLUS FOR 1 PROC	AB276080	-	6	-

VLA VMW UPG VSPHERE 7 ENT TO VSPHERE 7 ENT PLUS FOR 1 PROC	\$557.60	Qty 6	Subtotal \$3,345.60
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Estimated delivery if purchased today:

Oct. 13, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
VLA VMW UPG VSPHERE 7 ENT TO VSPHERE 7 ENT PLUS FOR 1 PROC	AB276099	-	6	-

Subtotal:	\$15,930.00
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$15,930.00
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DynTek Services, Inc.
 5241 California Ave., Suite 150
 Irvine, CA 92617
 P: (949) 271-6700
 F: (949) 271-0801

QUOTE

Quote # DTKQ69701
 Date 02/13/20
 Acct. Mgr. Jason Gordon
 PO#

Quote To:
 CONFIRE JPA
 Blessing Ugbo
 1743 Miro Way

 Rialto CA 92345
 Ph: (909) 356-2342 Ext.
 Fax: (909) 356-3809
 E-Mail: bugbo@confire.org

Ship To:
 CONFIRE JPA
 Blessing Ugbo
 1743 Miro Way
 Rialto, CA 92345
 United States

Option 2) Add DR site in Rialto plus refresh production

2x DD6300 with AVE
 Data Migration at production site included
 3 years ProSupportPlus, next business day

Qty	Part#	Manufacturer	Description	Unit Price	Ext. Price
1	C-10GBTM4P-NF	EMC	DD 10GBASE T IO MODULE 4PORT	\$2,489.61	\$2,489.61
1	DD6300	EMC	SYSTEM DD6300 NFS CIFS	\$0.00	\$0.00
1	CE-VALPAKDD	EMC	Data Domain Training ValuePak	\$4,400.00	\$4,400.00
1	PS-PD-DD00DP	EMC	PD For Data Domain 0 Shelf System	\$2,500.00	\$2,500.00
1	M-PSP-HW-DD-D D1	EMC	PROSUPPORT PLUS HARDWARE SUPPORT	\$12,754.55	\$12,754.55
1	C-FLDIN6300	EMC	DD6300 OPTION - FIELD INSTALL KIT	\$0.00	\$0.00
1	DDOS-62	EMC	DD OS 6.2=IA	\$0.00	\$0.00
1	DD6300-34TB	EMC	SYSTEM DD6300-12x4 34TB NFS CIFS	\$30,367.53	\$30,367.53
1	458-001-929	EMC	DD6300 SSD CAPACITY LICENSE	\$0.00	\$0.00
1	M-PSP-SW-DD-D D1	EMC	PROSUPPORT PLUS HARDWARE SUPPORT	\$0.00	\$0.00
1	456-111-330	EMC	FS 800GB 0.8TB RAW=CF	\$0.00	\$0.00
1	458-002-006	EMC	DD BOOST/REPLICATION AIO ENABLER=CB	\$0.00	\$0.00
1	M-PSP-SW-DD-D D1	EMC	PROSUPPORT PLUS HARDWARE SUPPORT	\$0.00	\$0.00
1	458-001-335	EMC	DD6300 OPERATING ENVIRONMENT SOFTWARE	\$0.00	\$0.00
1	456-109-424	EMC	LICENSE BASE DD OE DD6300=IA	\$9,955.84	\$9,955.84
1	M-PSP-SW-DD-D D1	EMC	PROSUPPORT PLUS HARDWARE SUPPORT	\$4,181.82	\$4,181.82
1	PS-PDAD-PPSPD P	EMC	PDAD for PowerProtect Soln Pkg Deploy	\$1,700.00	\$1,700.00
1	PS-PDAD-AVIG	EMC	PD ADDON, AVAMAR DD BOOST INTEG	\$9,880.00	\$9,880.00
1	PS-PD-AVEDP	EMC	PD For Avamar Virtual Edition Deploy	\$5,510.00	\$5,510.00
1	458-002-401	EMC	PowerProtect Cyber Recovery=IC	\$0.00	\$0.00
1	M-PSPN-SW-DD- M1	EMC	PROSUPPORT PLUS W/NBD SOFTWARE SUPPORT	\$0.00	\$0.00
1	458-002-618	EMC	Cloud Disaster Recovery=CC	\$0.00	\$0.00

Qty	Part#	Manufacturer	Description	Unit Price	Ext. Price
1	M-PSPN-SW-DD-M1	EMC	PROSUPPORT PLUS W/NBD SOFTWARE SUPPORT	\$0.00	\$0.00
1	458-002-409	EMC	VREALIZE DPA CB DDvD Enablers=IA	\$0.00	\$0.00
1	M-PSPN-SW-DD-M1	EMC	PROSUPPORT PLUS W/NBD SOFTWARE SUPPORT	\$0.00	\$0.00
1	458-002-617	EMC	Data Protection Suite Software=CA	\$0.00	\$0.00
1	M-PSPN-SW-DD-M1	EMC	PROSUPPORT PLUS W/NBD SOFTWARE SUPPORT	\$0.00	\$0.00
1	458-002-411	EMC	Data Protection Suite Soct Tier 1=IA	\$4,528.57	\$4,528.57
1	M-PSPN-SW-DD-M1	EMC	PROSUPPORT PLUS W/NBD SOFTWARE SUPPORT	\$3,261.04	\$3,261.04
1	458-002-483	EMC	EMC Granular Recovery Microsoft MID=CA	\$0.00	\$0.00
1	M-PSPN-SW-DD-M1	EMC	PROSUPPORT PLUS W/NBD SOFTWARE SUPPORT	\$0.00	\$0.00
1	C-10GBTM4P-NF	EMC	DD 10GBASE T IO MODULE 4PORT	\$2,489.61	\$2,489.61
1	DD6300	EMC	SYSTEM DD6300 NFS CIFS	\$0.00	\$0.00
1	CE-VALPAKDD	EMC	Data Domain Training ValuePak	\$4,400.00	\$4,400.00
1	PS-PD-DD00DP	EMC	PD For Data Domain 0 Shelf System	\$2,500.00	\$2,500.00
1	M-PSP-HW-DD-D1	EMC	PROSUPPORT PLUS HARDWARE SUPPORT	\$12,754.55	\$12,754.55
1	C-FLDIN6300	EMC	DD6300 OPTION - FIELD INSTALL KIT	\$0.00	\$0.00
1	DDOS-62	EMC	DD OS 6.2=IA	\$0.00	\$0.00
1	DD6300-34TB	EMC	SYSTEM DD6300-12x4 34TB NFS CIFS	\$30,367.53	\$30,367.53
1	458-001-929	EMC	DD6300 SSD CAPACITY LICENSE	\$0.00	\$0.00
1	M-PSP-SW-DD-D1	EMC	PROSUPPORT PLUS HARDWARE SUPPORT	\$0.00	\$0.00
1	456-111-330	EMC	FS 800GB 0.8TB RAW=CF	\$0.00	\$0.00
1	458-002-006	EMC	DD BOOST/REPLICATION AIO ENABLER=CB	\$0.00	\$0.00
1	M-PSP-SW-DD-D1	EMC	PROSUPPORT PLUS HARDWARE SUPPORT	\$0.00	\$0.00
1	458-001-335	EMC	DD6300 OPERATING ENVIRONMENT SOFTWARE	\$0.00	\$0.00
1	456-109-424	EMC	LICENSE BASE DD OE DD6300=IA	\$9,955.84	\$9,955.84
1	M-PSP-SW-DD-D1	EMC	PROSUPPORT PLUS HARDWARE SUPPORT	\$4,181.82	\$4,181.82
1	PS-BAS-AVMIGS	EMC	EMC MIGRATION FOR SINGLE AVAMAR QS	\$4,740.00	\$4,740.00

SubTotal	\$162,918.31
Sales Tax @0.0862	\$0.00
Shipping & Handling	\$440.00

Terms:	FOB:	Shipping Via:
Net 30	Shipping Point	FedEx Ground

Total	\$163,358.31
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Please contact me if I can be of further assistance.

Does your company require a Purchase Order in order to process payment? [] YES, Please provide PO with order.
[] NO, Complete Authorization below.

*****Purchase Authorization*****

I, _____, acting as a duly authorized agent on behalf of CONFIRE JPA _____, agree that the remittance terms will be net 30 from invoice date subject to credit approval from DynTek Services, Inc. and I agree to accept partial billings as product and/or services are provided. Freight terms are shipping point. The product and/or services are expected to be delivered by _____.

My signature below represents acceptance of this quotation, authorizes the purchase and shipment of product and/or services, including payment terms.

Signature

Date

Title

Phone No.

PRICES SUBJECT TO CHANGE. PRICES BASED UPON TOTAL PURCHASE. UNLESS OTHERWISE STATED ALL HARDWARE COMPUTER COMPONENTS ARE COVERED BY THE MANUFACTURERS WARRANTY. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY, FITNESS OF PURPOSE OR DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 20% RESTOCKING FEE WITH ORIGINAL PACKAGING. SHIPPING COST INCLUDED HEREIN IS AN ESTIMATE ONLY. CUSTOMER WILL BE INVOICED ACTUAL AMOUNT AT THE



NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: Communications	Date: 8/20/20
Supplier: Central Square	
Description of item:	Standard Low Code Interface - Priority Dispatch w/ associated professional services
Total Cost: \$ 29,920.00	If Purchase is Over \$25,000 Per Vendor in a Fiscal Year: Department will complete form and attach it along with copies of all bid and quote information.

Justification (Select That Applies)

Product	Service	Other
<input checked="" type="checkbox"/> Equipment/System Compatibility <input type="checkbox"/> Functional Specifications <input checked="" type="checkbox"/> Manufacturer/Publisher-Direct <input type="checkbox"/> Only Authorized Dealer	<input checked="" type="checkbox"/> Existing Agreement <input type="checkbox"/> Reimbursement to Owner <input type="checkbox"/> Specialized Credentials/ Expertise/ Training	<input type="checkbox"/> Cooperative Purchase <input type="checkbox"/> Emergency/Life or Property <input type="checkbox"/> Theft Mitigation <input checked="" type="checkbox"/> Timing Constraint <input type="checkbox"/> Government Mandated/Legal Requirement <input checked="" type="checkbox"/> Proprietary <input type="checkbox"/> Sole Source

Please provide a detailed explanation for the Justification selected above.

This interface is required to integrate the Low Code (ECNS) software into CONFIRE's existing Central Square Enterprise Computer-Aided Dispatch (CAD) system. This software is integral to expeditious implementation of the Emergency Communications Nurse System (ECNS) in response to and in preparation for the COVID-19 pandemic.

	Signature	Print Name	Date
Submitted By:		Blessing Ugbo	8/20/20
Fiscal:		Rana Gilani	8/20/20
Director:		Mike Bell	8/20/20
Admin Chair:			8/25/20

Proposal/Sales Quotation

Quotation QUO-10162-2LJXZ1

Quotation Date: 3/18/2020

General & Client Information

<p>Agency Name: Confire JPA</p> <p>System Description: Confire JPA, CA - Emergency Community Nurse System (ECNS)</p> <p>Client Contact: Mike Bell</p> <p>Contact Phone: (909) 356-2377</p> <p>Contact Email: mbell@confire.org</p> <p>Expiration Date: 8/25/2020</p> <p>Presented By: Amanda Ladenburger</p>	<p>Bill To: 1743 W. Miro Way Rialto, CA, United States, 92376-8630</p> <hr/> <p>Ship To: 1743 W. Miro Way Rialto, CA, United States, 92376-8630</p>
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Project Products & Services

TriTech Software License Fee(s)

Inform CAD Software License Fee(s)	Unit Price	Qty	Total Price
Standard LowCode Interface - Priority Dispatch	\$22,000.00	1	\$22,000.00
<i>Inform CAD Software License Fee(s) Subtotal:</i>			\$22,000.00

TriTech Software License Fee(s) Total: \$22,000.00

TriTech Implementation Service Fee(s)

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$3,080.00	1	\$3,080.00

Project Related Fee(s) Total: \$3,080.00

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Total Price
Standard LowCode Interface - Priority Dispatch	24 x 7	\$4,840.00
	<i>Annual Maintenance Fee(s) (Year 1):</i>	<i>\$4,646.40</i>
	<i>Continuous Upgrade Fee(s) (Year 1):</i>	<i>\$193.60</i>
	Annual Maintenance Fee(s) (Year 1) Total:	\$4,840.00

Project Total: \$29,920.00

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$29,920.00
		Sales Tax Amount: \$0.00
		Quote Total: \$29,920.00

Terms and Conditions

Payment terms are as follows

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation or completion of services (whichever comes later).

Software License Terms:

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

Acceptance for the TriTech Software licenses included in the Quotation will be governed by the standard terms set forth in TriTech's System Purchase Agreement, which shall supersede any prior System Purchase Agreement. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future. Except as expressly identified in this Quotation as a line item to be provided by TriTech, all required computer hardware, third party system/database software, peripherals, network components and third party items shall be provided by the Client. All such Client provided third party items must meet TriTech's recommended specifications.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Standard Interfaces are developed and enhanced within TriTech's version process for the TriTech Software applications (such as CAD). Changes to standard Interfaces will require adherence to the development life cycle therein. Updates or upgrades to standard Interfaces that are delivered within this life cycle will require the Client's system to be on the current production release of the TriTech Software application(s).

<p>Quotation Issued by: Amanda Ladenburger</p> <p>Email: amanda.ladenburger@centralsquare.com</p> <p>Phone:</p>	<p><u>Send Purchase Orders To:</u></p> <p>TriTech Software Systems c/o CentralSquare Technologies 1000 Business Center Drive Lake Mary, FL 32746</p> <p>Or Email: tritechquotes@centralsquare.com</p> <p>Or Fax: (407) 304-3914</p>
	<p><u>Remit Payments To:</u></p> <p>TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223</p>

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-407-304-3914 or email to tritechquotes@centralsquare.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice.
- No Purchase Order required to invoice.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date



CONFIRE

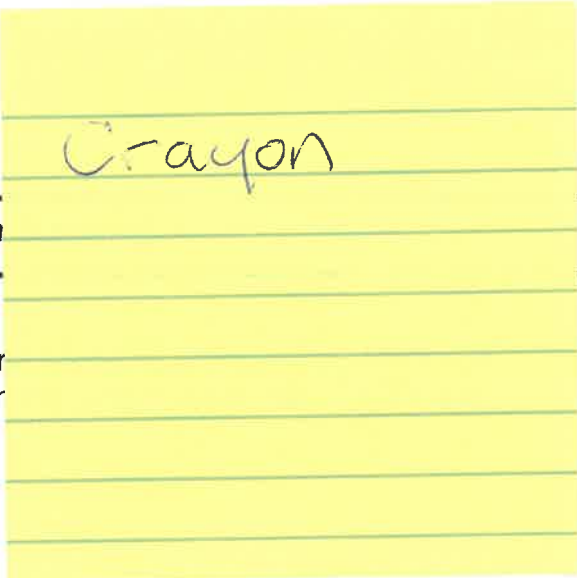
STAFF REPORT

DATE: 8/25/20

FROM: Blessing Ugbo
MIS Manager

TO: CONFIRE Admin Committee

SUBJECT: Single Source Purchase – SQL and Server



Recommendation

Approve single source purchase from Crayon software and hardware required for storage infrastructure. Quote estimates are included and funded through the approved CARE ACT grant.

Procurement list:

- 1. Server License OS
- 2. SQL License

Background Information

Confire relies on several systems and servers to operate the Desert dispatch center as our disaster recovery site. SQL and Server licenses are required to support the next generation multi-site always on operation, as part of upgrading the Server Infrastructure at the Desert center to maintain system parity between the Desert and Valley dispatch centers.

Microsoft will only sell to CONFIRE through its authorized reseller Crayon. through the Microsoft volume licensing agreement. Confire staff request permission to purchase SQL and Server licensing under a sole source quotation provided by Crayon.

Having parity at both sites will allow CONFIRE to handle the additional dispatch load due to COVID-19, and it will also allow us to maintain social distancing among our dispatchers.

FISCAL IMPACTS

None – Funding will be through CARES ACT grant.



CONFIRE

NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: MIS	Date: 8/25/20
Supplier: Crayon	
Description of item:	Microsoft SQL and Server OS licenses with support
Total Cost: \$ 50,000 (Estimate)	If Purchase is Over \$25,000 Per Vendor in a Fiscal Year: Department will complete form and attach it along with copies of all bid and quote information.

Justification (Select That Applies)

Product	Service	Other
<input checked="" type="checkbox"/> Equipment/System Compatibility <input type="checkbox"/> Functional Specifications <input checked="" type="checkbox"/> Manufacturer/Publisher-Direct <input type="checkbox"/> Only Authorized Dealer	<input checked="" type="checkbox"/> Existing Agreement <input type="checkbox"/> Reimbursement to Owner <input type="checkbox"/> Specialized Credentials/Expertise/ Training	<input type="checkbox"/> Cooperative Purchase <input type="checkbox"/> Emergency/Life or Property <input type="checkbox"/> Theft Mitigation <input type="checkbox"/> Timing Constraint <input type="checkbox"/> Government Mandated/Legal Requirement <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Sole Source

Please provide a detailed explanation for the Justification selected above.

Microsoft SQL and Server licenses are required to utilize and manage window servers.

CONFIRE's critical infrastructure is predominantly Windows technology and to maintain technology parity between both site (See Staff Report).

Having parity at both sites will allow CONFIRE to handle the additional dispatch load due to COVID-19, and it will also allow us to maintain social distancing among our dispatchers.

	Signature	Print Name	Date
Submitted By:		Blessing Ugbo	8/20/20
Fiscal:		Rana Gilani	8/20/20
Director:		Mike Bell	8/20/20
Admin Chair:			



CON FIRE

NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: Communications		Date: 8/20/20	
Supplier: Motorola			
Description of item:		Six (6) APX6000 7/800 Model 3.5 Portable Radios	
		HT's	
Total Cost:		If Purchase is Over \$25,000 Per Vendor in a Fiscal Year:	
\$ 36,976.15		Department will complete form and attach it along with copies of all bid and quote information.	
Justification (Select That Applies)			
Product		Service	
<input checked="" type="checkbox"/> Equipment/System Compatibility <input type="checkbox"/> Functional Specifications <input checked="" type="checkbox"/> Manufacturer/Publisher-Direct <input type="checkbox"/> Only Authorized Dealer		<input checked="" type="checkbox"/> Existing Agreement <input type="checkbox"/> Reimbursement to Owner <input type="checkbox"/> Specialized Credentials/ Expertise/ Training	
Please provide a detailed explanation for the Justification			
These radios are necessary as part of the Desert Dispatch Center expedited			
Pandemic. The radios are needed as part of the back-up capacity required for			
become inoperable. The quote is per an existing County-Wide contract betw			
Motorola that enables local governments to utilize. This model radio is supported by County ISD and will subscribed to their 800mhz backbone.			
	Signature	Print Name	Date
Submitted By:		Dana DeAntonio	8/20/20
Fiscal:		Rana Gilani	8/20/20
Director:		Mike Bell	8/20/20
Admin Chair:			8/25/20

Motorola
in order

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

December 17, 2013

#464

**FROM: JENNIFER HILBER, Chief Information Officer
Information Services Department**

**SUBJECT: PUBLIC SAFETY RADIO AND MICROWAVE DATA TRANSPORT SYSTEM
UPGRADE PROJECT**

RECOMMENDATION(S)

1. Accept Motorola Solutions, Inc. (formerly Motorola, Inc.) and Aviat U.S., Inc. recommended project plans including: the scope, equipment list, and projected associated costs.
2. Approve **Amendment No. 4 to Agreement No. 09-56** with Motorola Solutions, Inc. in an amount not to exceed \$77,864,106 for equipment and \$17,780,680 for implementation for a total of \$95,644,786 to upgrade the County's Public Safety Radio System to the digital Project 25 standard and to extend the agreement from the current term of January 27, 2009 through January 26, 2016, to the new term of January 27, 2009 to December 31, 2020.
3. Approve **Agreement No.13-1006** with Aviat U.S., Inc. in an amount not to exceed \$18,651,027 for equipment and \$9,007,609 for implementation for a total of \$27,658,636 to upgrade the County's Microwave Data Transport System for the period of December 17, 2013 to December 31, 2020.
4. Designate authority to the Chief Information Officer to approve and sign change orders to the Aviat U.S., Inc. agreement as they pertain to minor changes of the scope of work and timing of the project as needed, subject to review and approval by County Counsel.

(Presenter: Jennifer Hilber, Chief Information Officer, 388-0529)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

**Improve County Government Operations.
Operate in a Fiscally-Responsible and Business-Like Manner.
Maintain Public Safety.**

FINANCIAL IMPACT

This item authorizes contract expenditures in the amount of \$123.3 million. The project is currently funded in the Architecture and Engineering Department Capital Improvement Fund (CJP CIP 2V03) budget in the amount of \$59.0 million. Beginning in 2012-13, the Board began approving an annual allocation of Discretionary General Funding to the project of \$20.0 million. The total cost for the entire project is currently estimated at \$158.2 million as detailed below. Using this estimate, the annual allocation of \$20.0 million Discretionary General Funding will be needed through 2018-19 to fully fund the project.

Page 1 of 6

cc: ISD-Barnes w/ agrees
Contractor c/o ISD w/ agree
Auditor-Accts Pay Mgr w/ agrees
EBIX-BPO c/o Risk Mgmt
ISD-Hilber
ISD-Contracts Unit
Purchasing-Gomez
CAO-Edmisten
RESD-Lowe
A&E-Alban
File - w/ agree
jll
ITEM 107

Record of Action of the Board of Supervisors

APPROVED
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	<u> AYE </u>	<u> AYE </u>	<u> AYE </u>	<u> MOVE </u>	<u> SECOND </u>
	1				5

LAURA H. WELCH, CLERK OF THE BOARD

BY 

DATED: December 17, 2013



Prepared By Jeff Ashton
Email Jeff.Ashton@motorolasolutions.com

Mobile 954-605-3762

Date: 8/6/2020

Prepared For: Dana DeAntonio

Bill to Address Please provide on PO

Ship to Address Please provide on PO

Company: CONFIRE
Email: DDeAntonio@confire.org

Qty	Model	Description	List Price	Contract Price	Price
6	H98UCH9PW7	APX6000 7/800 MODEL 3.5 PORTABLE	\$ 3,456.00	\$ 2,591.25	\$ 15,547.50
6	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 386.25	\$ 2,317.50
6	H38	ADD: SMARTZONE OPERATION	\$ 1,200.00	\$ 900.00	\$ 5,400.00
6	Q361	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 225.00	\$ 1,350.00
6	G996	PROGRAMMING OVER P25 (OTAP)	\$ 100.00	\$ 75.00	\$ 450.00
6	G629	ENH: AES ENCRYPTION	\$ 475.00	\$ 356.25	\$ 2,137.50
6	Q498	ENH: ASTRO P25 OTAR W/MUL TIKEY	\$ 740.00	\$ 555.00	\$ 3,330.00
6	QA05570	BATT IMPRES 2 LIION R IP68 3400T	\$ 100.00	\$ 75.00	\$ 450.00
6	Q58	ENH: 3 YEAR REPAIR SERVICE ADVANTAGE	\$ 110.00	\$ 110.00	\$ 660.00
6	NNTN8863	CHARGER, SINGLE-UNIT, IMPRES 2	\$ 187.00	\$ 143.99	\$ 863.94
6	PMMN4486	BATT IMPRES 2 LIION R IP67 3400T	\$ 163.00	\$ 122.25	\$ 733.50
1	NNTN8844	MULTI UNIT CHARGER IMPRES 2 6 BAY	\$ 1,375.00	\$ 1,031.25	\$ 1,092.60
SUBTOTAL:			\$	\$	34,332.54
TAX:			\$	\$	2,643.61
Total			\$	\$	36,976.15

RESOLUTION NO. 2020 - 02

**BEFORE THE ADMINISTRATIVE COMMITTEE OF THE
CONSOLIDATED FIRE AGENCIES**

**Recommendation to Admit Victorville Fire Department as a Party to
Consolidated Fire Agencies (“CONFIRE”) Joint Powers Agreement**

RECITALS

1. **WHEREAS**, City of Victorville is a municipal corporation (“City”) duly authorized under Government Code 34000 et seq. The City has established and maintains the City of Victorville Fire Department (the “Department”).
2. **WHEREAS**, Consolidated Fire Agencies (“CONFIRE”) is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code and its Joint Powers Agreement effective August 13, 1990, amended September 3, 2013, and amended again on September 17, 2013 and amended again December 4, 2019 (collectively, the “JPA”).
3. **WHEREAS**, pursuant to Section 5 and Section 8 of the body of the JPA, membership in CONFIRE may be acquired by a public agency that both becomes a signatory to the JPA and obtains the unanimous consent of all parties to the JPA.
4. **WHEREAS**, the City desires to become a member of CONFIRE.
5. **WHEREAS**, CONFIRE has studied the potential impacts of the City becoming a party to the JPA.
6. **WHEREAS**, CONFIRE has advised the City that it must pay, as a condition of the City becoming a party to the JPA and a member of CONFIRE for its Department, the sum of Seven Hundred Ninety Four Thousand Six Hundred Eighty-Three Dollars (\$794,683) to the general reserve fund (5010) of CONFIRE (the “Required-Buy-In”).
7. **WHEREAS**, The City has previously entered into a contract with CONFIRE whereby CONFIRE agreed to provide services to the City and pursuant to which the City agreed to pay CONFIRE, as consideration therefore, an annual amount which includes a ten percent (10%) contract premium (the Premium Amount), which will equal approximately \$171,240 through December 2020.
8. **WHEREAS**, CONFIRE and the City have agreed that to the extent the City becomes a member of CONFIRE, the Premium Amount previously paid by the City will be credited against the Required-Buy-In amount, such that the balance due to CONFIRE will be the difference of the Required-Buy-In amount and the Premium Amount paid by the City upon final ratification of the City’s request for CONFIRE membership by the CONFIRE Board

of Directors. This balance shall be paid in five equal installments commencing with the first installment due at the commencement of the 2021/2022 fiscal year of the City.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED:

1. The Administrative Committee recommends to the CONFIRE Board of Directors that each current party to the JPA be urged to amend the JPA to admit the City as a member of CONFIRE on the basis of its previously paid Premium Amount and that the City pay the Required-Buy-In first installment at the commencement of the 2021/2022 fiscal year of the City

THIS RESOLUTION was passed and adopted by the Administrative Committee of the Consolidated Fire Agencies at a regular meeting held on the ____ of _____, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and Approved by me after its passage.

Chairperson of the Administrative Committee
Consolidated Fire Agencies

ATTEST:

Secretary to the Administrative Committee
Consolidated Fire Agencies

RESOLUTION NO. 20-026

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING A REQUEST TO BECOME A PARTY TO CONSOLIDATED FIRE AGENCIES (“CONFIRE”) JOINT POWERS AGREEMENT

RECITALS

WHEREAS, the City of Victorville (“City”) is a municipal corporation duly authorized and existing under Government Code Section 34000 et seq., and in that capacity has established and maintains the Victorville Fire Department (the “Department”).

WHEREAS, Consolidated Fire Agencies (“CONFIRE”) is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code and is established and acts pursuant to its Joint Powers Agreement effective August 13, 1990, amended September 3, 2013, amended again on September 17, 2013, and amended again December 4, 2019 (collectively, the “JPA”).

WHEREAS, pursuant to Section 5 and Section 8 of the JPA, membership in CONFIRE may be acquired by a public agency that both becomes a signatory to the JPA and obtains the unanimous consent of all parties to the JPA.

WHEREAS, the City desires to become a member of CONFIRE for its Department.

WHEREAS, CONFIRE has studied the potential impacts of the City becoming a party to the JPA for its Department.

WHEREAS, CONFIRE has advised the City that it must pay, as a condition of the City becoming a party to the JPA and a member of CONFIRE for its Department, the sum of Seven Hundred Ninety Four Thousand Six Hundred Eighty-Three Dollars (\$794,683) to the general reserve fund (5010) of CONFIRE (the “Required-Buy-In”).

WHEREAS, the City has previously entered into a contract with CONFIRE whereby CONFIRE agreed to provide services to the City and pursuant to which the City agreed to pay CONFIRE , as consideration therefore, an annual amount which includes a ten percent (10%) contract premium (the “Premium Amount”), which will equal approximately \$171,240 through December 2020.

WHEREAS, CONFIRE and the City have agreed that to the extent the City becomes a member of CONFIRE, the Premium Amount previously paid by the City will be credited against the Required-Buy-In amount, such that the balance due to CONFIRE would be \$623,443 to be paid annually in five equal installments commencing with the first installment due at the commencement of the 2021/2022 fiscal year of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the recitals set forth above, including the findings and any definitions set forth therein, are true and correct and are hereby incorporated in their entirety by this reference.

Section 2. The City hereby requests that CONFIRE recommend that each current party to the JPA agree to amend the JPA to admit the City as a party and a member of CONFIRE for its Department on the condition that the City pay the balance of the Required-Buy-In in installments as described in the Recitals herein which amount equals \$623,443.

Section 3. The City acknowledges that it will not be granted membership status with CONFIRE (or become a party to the JPA) for its Department without the unanimous consent of all current parties to the JPA.

Section 4. If the City receives the unanimous consent of all current parties to the JPA to become a party to the JPA and a member of CONFIRE for its Department: (a) the City shall pay the balance of the Required-Buy-In in installments as previously described; (b) the City will agendize the approval of an Amendment to the JPA to facilitate its membership in the JPA and will use best efforts to ensure affirmative action by the City Council to approve and direct the execution of an amended JPA; and (c) to take all further actions necessary to become a member of CONFIRE.

Section 5. The City Council hereby finds and determines that it is within the authority of the City and for the common benefit of the City to become a party to the JPA and a member of CONFIRE and therefore seeks approval by the current parties to the JPA of its membership to the JPA.

Section 6. The City Council hereby approves the expenditure of \$623,443 contingent on becoming a party to the CONFIRE JPA.

Section 7. This Resolution shall take effect immediately upon its adoption.

Section 8. The City Clerk shall certify to the adoption of this Resolution.

Resolution No. 20-026

PASSED, APPROVED AND ADOPTED this 4th day of AUGUST 2020.



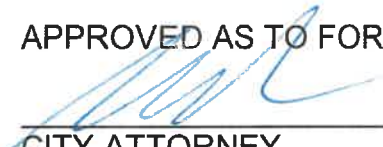
MAYOR OF THE CITY OF VICTORVILLE

ATTEST:



ASSISTANT CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

I, MARCIE WOLTERS, Assistant City Clerk of the City of Victorville and assistant ex-officio Clerk to the City Council of said City, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 20-026 which was adopted at a regular meeting held on the 4th day of AUGUST 2020, by the following roll call vote, to wit:

AYES: Mayor Garcia, Councilmembers Cox, Gomez, Jones, and Ramirez

NOES: None

ABSENT: None

ABSTAIN: None



ASSISTANT CITY CLERK

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES Dispatch Staffing Study

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and Mission Critical Partners, LLC (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

RECITALS

1. CONFIRE is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
2. CONFIRE is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by CONFIRE.

AGREEMENT

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on March 13, 2020 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) May 22, 2020

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s

Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

Exhibit D, entitled Insurance, is attached and incorporated by reference.

8. NOTICE

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

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

To Contractor:
Mission Critical Partners, LLC
Attn: John L. Spearly
VP, Director of Administrative Services
690 Gray's Woods Blvd.
Port Matilda, PA 16870

9. LIMITATION OF LIABILITY

Other than as provided in this Agreement, CONFIRE's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CONFIRE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

CONSOLIDATED FIRE AGENCIES

Date: MARCH 19, 2020

By: 

Print Name: Mike Bell

Its: Director

Mission Critical Partners, LLC

Date: March 19, 2020

By: 

Print Name: John L. Spearly

Its: VP & Director of Administrative Services

**EXHIBIT A
to AGREEMENT FOR SERVICES**

SCOPE OF SERVICES

Task 1 Project Kickoff Meeting

Contractor will conduct a project kickoff meeting with CONFIRE representatives. Contractor's project manager and staff will meet with the CONFIRE project team and key stakeholders to establish mutual acquaintance, clarify roles, and reach a mutual understanding of the future vision and plans for the assessment. Prior to the meeting, Contractor staff will thoroughly review any documentation or material CONFIRE can make available from previous relevant work on the project, such as past studies. Contractor's project manager will facilitate the meeting that will include:

- Project and task milestones, schedules and deliverables
- Project budget
- The schedule for a site visit to conduct interviews with user and stakeholder representatives and observe workflows and technology used
- The schedule for progress review meetings
- Collection of any existing material and discussion of any other available information related to the staffing study

Any updates or changes from the initial plan will be documented for mutual agreement and to assure that all expectations of CONFIRE are addressed in the staffing report.

Prior to the Kickoff meeting, Contractor staff will thoroughly review any documentation or material CONFIRE can make available from previous relevant work on the project, such as past studies.

Task 2: Data Gathering

In conjunction with the kickoff meeting, Contractor will conduct on-site interviews, observations, and further data gathering. Contractor anticipates no more than two days on-site, including the kickoff meeting. The consulting team will conduct interviews and observe center operations to benchmark the current state of conditions of staffing related aspects of CONFIRE's communications services and define the desired state. Contractor will ensure relevant information is captured. At the same time, the team will ensure appropriate follow-up sessions are held to ascertain the underlying issues identified in the initial interviews. Data gathering will include conference call follow-ups and interviews, as needed.

A significant amount of data is required to ensure accuracy. Contractor will provide a list of the data needed and provide tools for the CONFIRE point-of-contact to report the data. Contractor and CONFIRE staff will work together and communicate regularly in order to address any roadblocks that may appear in obtaining this data. Data gathering will include, but may not be limited to:

- Job descriptions
- Turnover rates
- Emergency and non-emergency call volumes and processing times
- Number of ten-digit administrative calls
- Incident volumes including events generated from the field
- Personnel leave data
- Structured protocols currently in use
- External interfaces, e.g. computer-aided dispatch (CAD), automated alarms, National Crime Information Center (NCIC)
- Division of duties and responsibilities
- Supervision
- Schedules
- Training and certification
- Shift differentials
- Busy hour/demand data
- Ancillary tasks such as warrant entry and other duties
- Call characteristics
- Adopted national standards

Task 3 Data Analysis

Contractor's staffing analysis involves a multimodal approach that considers workload, volume-and/or coverage-based staffing, and performance metrics. During this task, Contractor will analyze the current organizational structure, overhead, supervision on shift and administrative supervision, lateral assignments, and hierarchy in the current state of CONFIRE's staffing.

Contractor will evaluate staffing patterns and scheduling associated with 911 call taking, call processing and dispatch. The analysis will include minimum staffing levels by time of day and day of week, current and historical staffing levels, workload factors such as current and projected emergency and non-emergency call processing and dispatching. In addition, Contractor will evaluate the positions needed to effectively and efficiently answer and dispatch calls for service. Contractor will also evaluate the ability of CONFIRE to offer services to other agencies and the associated impact to operations and staffing levels.

Task 4 Draft Staffing Study Report

Contractor will develop a recommendations report in draft form addressing the items defined above. The report will outline all relevant findings. The report will establish a recommendation path of action items for CONFIRE to proceed. Contractor will review the report with CONFIRE to achieve clarity and accuracy for the final report. The draft report will be provided electronically for review by CONFIRE. Contractor will review the draft report on-site and incorporate CONFIRE feedback into the final report.

Deliverable(s):

- Electronic copy of the staffing study report for review by CONFIRE

Task 5: Final Staffing Study Report

After receiving feedback from CONFIRE, Contractor will incorporate all changes and submit the final Staffing Study report. Contractor will prepare and conduct an onsite presentation of the findings to CONFIRE representatives if desired.

Deliverable(s):

- Final staffing analysis report is provided to CONFIRE electronically
- Optional presentation of final report on-site for one business day

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

Not to exceed the sum of Eighteen Thousand Six Hundred Ninety-Two Dollars (\$18,692), to be computed pursuant to the following hourly rate schedule:

MISSION CRITICAL PARTNERS, LLC
2020 CMAS Rate Schedule
Contract #3-13-70-3020A, Supplement No. 3

Title	Rate/Hour
Support Specialist II	\$87.37
Technical Writer	\$110.00
Communications Specialist	\$138.34
Planner	\$147.47
Technology Specialist I	\$165.22
Lead Policy Consultant	\$165.83
Project Manager	\$171.71
Technology Specialist II/III	\$177.35
Operations Specialist I	\$177.35
Operations Specialist II	\$188.81
Senior Technology Specialist	\$188.81
Senior Project Manager	\$194.55
Program Manager	\$206.02
Forensics Analyst	\$211.70
Senior Program Manager	\$228.86

B. Payment

Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
 2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
 3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
 4. **TERMINATION.**
 - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.
 - e. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
5. **INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.**
 - a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:
 - (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or

- passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; *or*
- (2) arises out of, pertains to, or relates to the Contractor's performance of the Services under this Agreement.
- b. **Indemnified Parties, Defined.** The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.
- c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:
- (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
- (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
- d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.
6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
7. **CONFIDENTIALITY.** The Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.
9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE's legislative body has approved all the terms and conditions contained herein.
10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended

in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

12. PERMITS/LICENSES. Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. ANTI-DISCRIMINATION. It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

15. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

16. EVALUATION OF CONTRACTOR AND

SUBORDINATES. CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:

- a. Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

19. ASSIGNMENT AND SUCCESSORS. Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

20. SEVERABILITY. In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

- 21. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 22. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- 23. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 24. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 25. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 27. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 28. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 29. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- 30. COUNTERPARTS.** This Agreement may be

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

**EXHIBIT D
to AGREEMENT FOR SERVICES**

INSURANCE

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

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

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

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

**D. INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
[Organizational Development Consulting Services]**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and Messina & Associates (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

RECITALS

1. CONFIRE is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
2. CONFIRE is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by CONFIRE.

AGREEMENT

1. EXHIBITS

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on August 31, 2020 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) June 30, 2021.
- c. This agreement may be extended for one additional year with Administrative Committee approval.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

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

5. COMPENSATION

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

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

Exhibit D, entitled Insurance, is attached and incorporated by reference.

8. NOTICE

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

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

To Contractor:
Messina & Associates
Attn: Mike Messina
814 Forbes Drive
Brea, CA 92821

9. LIMITATION OF LIABILITY

Other than as provided in this Agreement, CONFIRE's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CONFIRE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

CONSOLIDATED FIRE AGENCIES

Date: August 25, 2020

By: _____

Print Name: Mike Bell

Its: Director

MESSINA & ASSOCIATES

Date: August 25, 2020

By: _____

Print Name: Mike Messina

Its: _____

SCOPE OF SERVICES

Overview

This scope of work will include the following areas:

- Consultant will work with the executive staff and/or others of the organization to:
 - Foster Leadership development
 - Optimize services
 - Increase synergy among staff members
 - Improve communication

- Consultant will work with assigned staff of the organization to explore methods of increasing the following:
 - Employee engagement and commitment
 - Improve managerial acumen especially in the areas of leadership, interpersonal skills and relationship building

- Consultant will work with leaders and stakeholders of CONFIRE to identify:
 - Best organizational design including structure and lines of reporting
 - Foster leadership development and supervisory coaching
 - Current systems/processes
 - Employee development
 - Succession planning

Methodologies

The consultant will use employee interviews, surveys, and existing service data to identify best practices and areas of needed improvements. Interviews, surveys and collected service data will culminate in a strategic report designed to guide work on an urgency basis. Strategies may include large and small group meetings, workshops, training courses (leadership, conflict resolution, SWOT analyses, etc.), individual one-on-one coaching sessions and meetings with clientele (end users and city/county-based clients).

Areas of Focus

Initial conversations with executive leadership identified a number of areas of focus for deeper exploration. These areas include:

- The pace of change has increased exponentially since 2009 creating challenges for some employees
- Pay and benefits issues have created some challenges for recruitment and retention

- Explore the designing of an in-house marketing plan to promote the good work of the organization, increase knowledge and understanding of what services the organization provides and to create synergy with marketing efforts by both member and non-member clients
- Although outside leadership training courses have been offered internal leadership opportunities should be tapped
- Employee/leadership development should be explored in order to proactively increase employee engagement and satisfaction as well as to address current and future succession challenges
- Relatively new location in the high desert has relieved some overcrowding issues in the valley but exploration of challenges this separation could create may be warranted
- Provide all identified consultant services to the Communications, Administrative, and Information Technology according to most pressing needs

Deliverables

Although the interview and data collection process has not happened the following deliverables will likely be needed regardless of data/information collection outcomes:

Employee Development Plan:

The Employee Development Plan (EDP) will create a methodology and process to develop Confire employees toward career goals that are consistent with organizational needs. Each employee will have a detailed plan that can be carried from one supervisor to another or for that matter one division to another. The plan creates shared responsibility between the employee and their managers/supervisors. Additionally, the system can serve as an information source for annual evaluations. Lastly the plan will provide for ongoing succession development by providing for an array of internal candidates for each supervisory and managerial opening. At its core the plan may consist of the creation of a Leadership Development Team (LDT). This team's sole purpose is to explore and develop a comprehensive array of development opportunities for employees from throughout the organization. This team will embody the organizations commitment to collaboration, innovation and shared responsibility.

Additional services provided to Confire will include coaching for managerial and supervisory employees on collaborative leadership and the use of the T.I.L.L Matrix (Technical Skills, Interpersonal Skills, Leadership Skills and Learning) for use with employees to identify areas where specific developmental tools are to be applied. The TILL matrix is designed to be used in conjunction with SWOT analyses (Strengths, Weaknesses, Opportunities and Threats).

The EDP will include in-depth training in both a one-on-one environment as well as group settings for all personnel responsible for leading and supervising other personnel.

**EXHIBIT B
to AGREEMENT FOR SERVICES**

COMPENSATION

A. Compensation

\$190 per hour

Not to exceed the sum of \$40,0000.

B. Payment

a. Schedule

Consultant will provide a monthly invoice with hours billed, dates and times, along with a description of services

b. Process

Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing the Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
 - e. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
5. **INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.**
 - a. **Generally.** To the furthest extent permitted by

California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; *or*
 - (2) arises out of, pertains to, or relates to the performance of this Agreement
- b. **Indemnified Parties, Defined.** The “Indemnified Parties” are CONFIRE, its officers, consultants, employees, and trustees.
- c. **Claim, Defined.** A “Claim” consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees and causes of action to property or persons, including personal injury and/or death, except that:
- (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a “Claim” shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor; and
 - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a “Claim” shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
- d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor’s expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.
6. **INSURANCE.** The Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
7. **CONFIDENTIALITY.** The Contractor and the Contractor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services (“Confidential Information”), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party

to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor’s agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor’s agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process”, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.
9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE’s legislative body has approved all the terms and conditions contained herein.
10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any

such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

- 12. PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from CONFIRE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. ANTI-DISCRIMINATION.** It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 15. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time,

provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

- 16. EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate the Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:
- Requesting CONFIRE employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
- 17. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.
- 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 19. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 20. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but

such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.

- 21. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 22. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which CONFIRE's principal administrative office is located.
- 23. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 24. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 25. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 27. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 28. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 29. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather

as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

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

EXHIBIT D
to AGREEMENT FOR SERVICES

INSURANCE

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

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

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

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

Michael J. Messina



Mike has worked as a consultant for the past 15 years and is a noted speaker and trainer in leadership for public and private organizations, entrepreneurial government, civic engagement, employee engagement, leadership development, conflict resolution and succession planning.

He has a Masters degree in Business Management from the Claremont Colleges Peter F. Drucker School of Management and a Bachelor of Arts from California State University, Fullerton.

Mike has taught at Stanford University and has been an adjunct professor of public sector management, leadership and ethics at several colleges and universities in the Southern California area.

Mike lives in the City of Brea where he was raised, he has a wife and two grown children. Mike can be reached at mikemessina4@gmail.com

Messina and Assoc., Inc.

**Messina and Associates, Inc.
Partial List of Former and Current Clients**

University of California Los Angeles
10995 Le Conte Ave
Los Angeles, CA 90095
Contact:
HR Director Cathy Hanson
(310) 825-4287
chanson@unex.ucla.edu

City of Azusa
214 E. Foothill Blvd.
Azusa, CA 91702
Contact:
HR Director Amelia Ayala (626) 812-5183
aayala@ci.azusa.ca.us

City of Baldwin Park
14403 East Pacific Ave
Baldwin Park, CA 92706
Contact:
City Manager Shannon Yauchzee
(626) 960-4011
SYauchzee@baldwinpark.com

U.S. Optics, Inc.
150 Arovista Circle
Brea, CA 92821
Contact:
Chief Financial Officer Nick Baroldi
(714) 582-1956
nick@usoptics.com

Chino Valley Fire District
14011 City Center Dr.
Chino Hills, CA 91709
Contact:
Chief Tim Shackelford
(909) 902-5260
tshackelford@chofire.org

Chino Valley Fire District, Board of Directors
114011 City Center Dr.
Chino Hills, CA 91709
Contact:
President John DeMonaco
(951) 533-4156
jdemonaco@chofire.org

Messina and Assoc., Inc.

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Contacts:
Fire Chief Bob Espinosa
(301) 802-5000
Parks and Recreation Director, Mark Leyman
(301) 802-5000

Las Virgenes Metropolitan Water District
4232 Las Virgenes Road
Calabasas, CA 91302
(818) 251-2100
Contact:
Sherri Paniagua, HR Director
SPaniagua@lvmwd.com

City of Laguna Beach
505 Forest Ave
Laguna Beach, CA 92651
Contact:
John Pietig, City Manager
(949) 497-0700
jpietig@lagunabeachcity.net

City of Brea
#1 Civic Center Circle
Brea, CA 92821
Contact:
City Manager Bill Gallardo
(714) 990-7600

RCS Investigations
446 S Anaheim Hills Rd
Anaheim, CA 92807
Contact:
Steve Rodig, CEO
(714) 779-2300
steve@rcsinvestigations.com

Day-Lite Maintenance Co.
275 S Lewis St.
Orange, CA 92868
Contact:
CFO Terri Walworth
(714) 634-3811

City of Anaheim Police Department
425 S. Anaheim Blvd
Anaheim, CA 92805
Contact:
Raul Quezada, Chief of Police
(714) 765-1900
RQuezada@anaheim.net

Messina and Assoc., Inc.

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Contact:
Mark Denny, City Manager
(909) 350-7600
khunt@cityoffontana.org

City of El Segundo Fire Department
314 Main Street
El Segundo, CA 90245
Contact:
Chris Donovan, Fire Chief
(310) 534-2269
cdonovan@elsegundo.org

City of La Verne (Fire Department)
3660 "D" Street
La Verne, CA 91750
Contact:
Bob Russi, City Manager
Brussi@cityoflaverne.org

City of Ontario Fire Department
425 E B Street
Ontario, CA 91764
Chief Ray Gayk
Contact:
rgayk@ontarioca.Gov

City of Redlands Fire Department
35 Cajon Street
Redlands, CA 92373
Contact: Chief Jim Topoleski
jtopoleski@redlands.org

City of Laguna Niguel
3011 Crown Valley Parkway
Laguna Niguel, Ca 92667
City Manager Tammy Letourneau
tletourneau@cityoflagunaniguel.org

Mike Messina
814 Forbes Drive
Brea, CA 92821
(714) 926-2878
Email: mikemessina4@gmail.com

References

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City Manager
City of Laguna Beach
505 Forrest Avenue
Laguna Beach, CA 92651
(949) 497-3311
Email: jpietig@lagunabeachcity.net

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University of California, Riverside Extension
1200 University Avenue
Riverside, CA 92507
VaughnKJ@gmail.com
(951) 237-9925

Theresa St. Peter
HR Director
City of Alhambra
111 South First Street
Alhambra, CA 91801
(909) 518-9463
Email: tstpeter@cityofalhambra.org

Dr. Frank Benest
Former City Manager Palo Alto California
Consultant/Trainer for Public Agencies
(650) 444-6261
Email: frank@frankbenest.com

Wayne Smutz
Dean (Retired)
UCLA Extension
10995 Conte Avenue
Los Angeles, CA 90224
(310) 803-3095
Email: waynedsmutz@gmail



NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: Communications Date: 8/20/20

Supplier: Messina & Associates

Description of item: **Organizational Development Consulting Services**

Total Cost: **If Purchase is Over \$25,000 Per Vendor in a Fiscal Year:**
 Not to exceed Department will complete form and attach it along with copies of
 \$ 40,000 all bid and quote information.

Justification (Select That Applies)

Product	Service	Other
<input type="checkbox"/> Equipment/System Compatibility <input type="checkbox"/> Functional Specifications <input type="checkbox"/> Manufacturer/Publisher-Direct <input type="checkbox"/> Only Authorized Dealer	<input type="checkbox"/> Existing Agreement <input type="checkbox"/> Reimbursement to Owner <input checked="" type="checkbox"/> Specialized Credentials/ Expertise/ Training	<input type="checkbox"/> Cooperative Purchase <input type="checkbox"/> Emergency/Life or Property <input type="checkbox"/> Theft Mitigation <input checked="" type="checkbox"/> Timing Constraint <input type="checkbox"/> Government Mandated/Legal Requirement <input type="checkbox"/> Proprietary <input type="checkbox"/> Sole Source

Please provide a detailed explanation for the Justification selected above.

With pending transition of Directors there is a desire of the incoming Director to quickly direct resources and Attention to the engagement with and development of CONFIRE's employees as well as its customers. Messina & Associates has been engaged with several CONFIRE agencies and would be best suited for quickly assimilating and developing strategies for the new Director to address organizational development needs in a timely fashion.

	Signature	Print Name	Date
Submitted By:		Mike Bell	8/20/20
Fiscal:		Rana Gilani	8/20/20
Director:		Mike Bell	8/20/20
Admin Chair:			8/25/20

Incomplete forms may result in Kissflow document being rejected