



## ADMINISTRATIVE COMMITTEE MEETING MINUTES

Tuesday, June 16, 2020

1:30 P.M.

ZOOM Call

### ROLL CALL

#### ADMINISTRATIVE COMMITTEE MEMBERS:

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

#### SUPPORT STAFF

Mike Bell, Director  
Karen Hardy, Business Manager/Analyst  
Tim Franke, 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 Brian Park, Rialto Fire  
Chief Mike McMath, Redlands Fire  
Dana DeAntonio, Confire JPA  
Yvonne Robbins, San Bernardino County Fire

- I. **CALL TO ORDER**
  - a. Roll Call/Introductions
  
- 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 May 26, 2020 (**Attachments A**)
2. Financial Statements thru May 31, 2020 (**Attachments B1 & B2**)
3. Dispatch Performance reports (**Attachments C1 – C3**)

#### 4. Action on Consent

*Motion to accept all items on Consent*

*Motion by: Chief Dan Munsey  
Second by: Chief Tim McHargue  
Chief Rojer-Aye  
Chief Gigliotti-Aye  
Chief Shackelford-Aye  
Chief Harker-Aye  
Chief Topoleski-Aye  
Chief Park-Aye*

*Approved Unanimously*

### IV. DIRECTOR REPORT

- a. CAD to CAD Project Update
- b. Nurse Triage Project – Discussion/Direction
  - i. CARES ACT Funding – Chief Munsey

### 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>6/20</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>7/20</i>
<i>CAD/Comm VDI</i>	<i>In Progress</i>	<i>10/20</i>
<i>Tablet Command</i>	<i>In Progress</i>	<i>10/20</i>

- b. Ops Chiefs Committee Report – Chief Park
  - i. CONFIRE Emergency Command Center

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*Sub Committee developed and moving forward together. Framework has been mapped out. Items being identified that require attention.*

**VI. DISCUSSION ITEMS**

5. Old Business

6. New Business

a. Redlands Agreement Renewal

*Chief Mike McMath has done an outstanding job working on FirstWatch and Tablet Command. CONFIRE would like to engage Chief McMath on a limited basis with Chief Topoleski's approval. Redlands has placed an agreement with their legal team for review. A final contract will be brought back to the Admin. Chiefs for approval.*

*Motion to move forward on retaining Chief McMath on a limited basis pending a new agreement from the City of Redlands.*

*Motion by: Chief Tim McHargue*

*Second by: Chief Brian Park*

*Chief Rojer: Aye*

*Chief Gigliotti: Aye*

*Chief Shackelford: Aye*

*Chief Harker: Aye*

*Chief Topoleski: Aye*

*Chief Munsey: Aye*

*Approved Unanimously*

b. Radio Agreement Updates

i. San Manuel Radio Agreement (**Attachment D**)

ii. City of Highland Radio Agreement (**Attachment E**)

iii. City of Yucaipa Radio agreement (**Attachment F**)

*Motion to approve the renewal of Radio Agreements with San Manuel, City of Highland and City of Yucaipa for 3 years.*

*Motion by: Chief Tim Shackelford*

*Second by: Chief Lorenzo Gigliotti*

*Chief McHargue: Aye*

*Chief Rojer: Aye*

*Chief Harker: Aye*

*Chief Topoleski: Aye*

*Chief Park: Aye*

*Chief Munsey: Aye*

**VII. CLOSED SESSION**

**VIII. ADJOURNMENT**

*The meeting adjourned at 14:25.*

**Upcoming Meetings:**

Next Regular Meeting: July 28, 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: 6/30/2020

Period: Month

Group: All

Call Type: All

Abandoned: Include Abandoned

Filters:

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-20	16708	76	16784	0.45%	11804	521	12325	15715	11931	204	27851	56960	103.1
Feb-20	15931	76	16007	0.47%	11814	477	12291	14611	11563	208	26382	54680	101.2
Mar-20	15120	55	15175	0.36%	11815	476	12291	16708	11993	159	28860	56326	107.4
Apr-20	13841	35	13876	0.25%	10251	379	10630	15791	11244	457	27492	51998	106.9
May-20	16905	61	16966	0.36%	12293	485	12778	17534	12229	171	29934	59678	100.3
Jun-20	18155	75	18230	0.41%	12760	685	13425	18175	12136	240	30551	62206	99.3
2020 Totals	96660	378	97038	0.39%	70737	3003	73740	98534	71096	1439	171070	341848	102.9
2019 Totals	90568	916	91484	1.00%	71313	2427	73740	102362	65242	1265	168869	334093	107.2



## PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2020 - 6/30/2020

Agency: Fire  
Affiliation:

From: 1/1/2020

To: 6/30/2020

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

**CONFIRE**

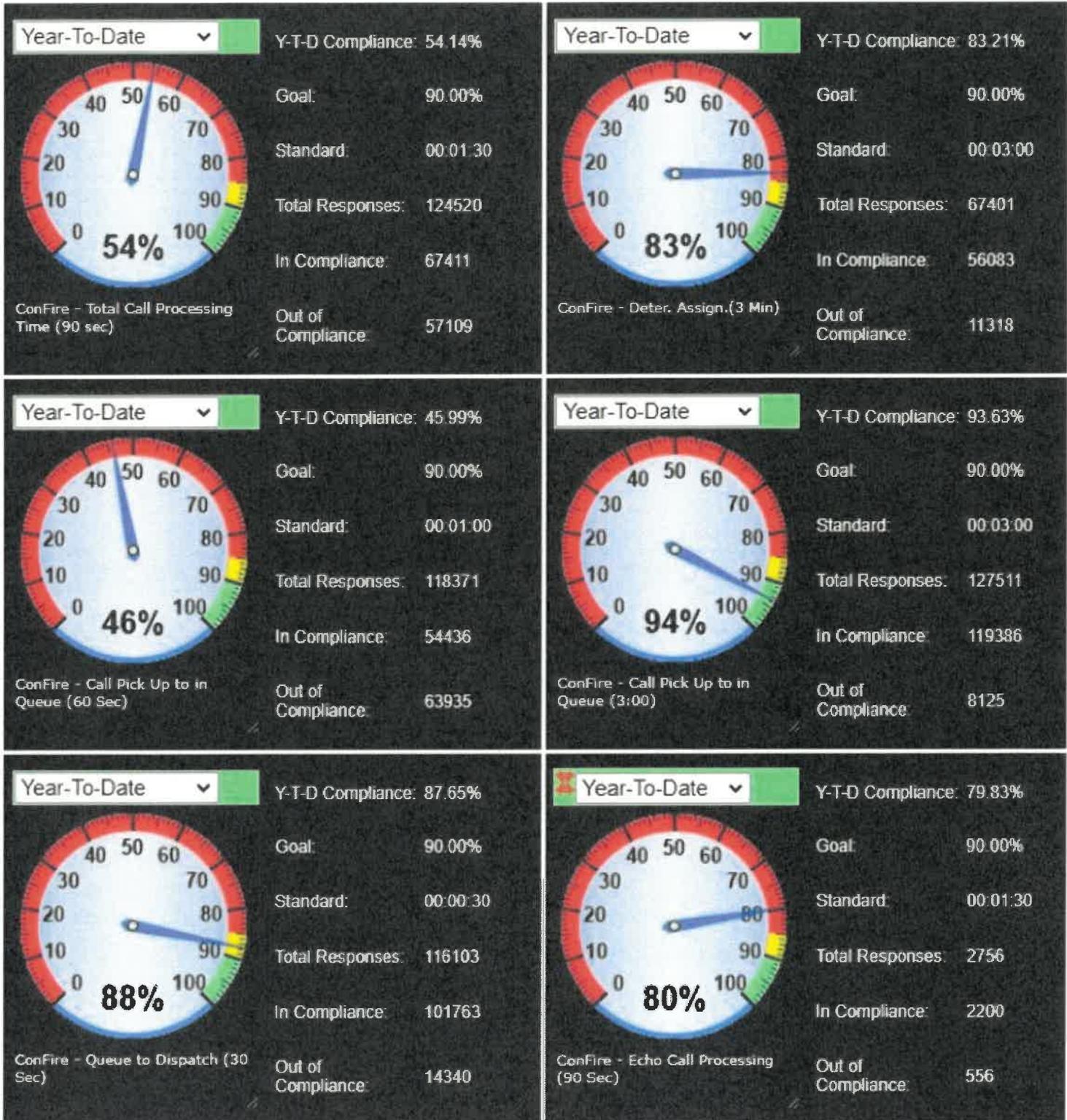
Call Hour	Answer Times In Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 2020 Total	14,331	1,014	507	622	203	100	7	16,784
% answer time ≤ 10 seconds	85.38%	6.04%	3.02%	3.71%	1.21%	0.60%	0.04%	100.00%
% answer time ≤ 15 seconds	91.43%							
% answer time ≤ 40 seconds	98.15%							
February 2020 Total	13,945	833	429	530	173	94	3	16,007
% answer time ≤ 10 seconds	87.12%	5.20%	2.68%	3.31%	1.08%	0.59%	0.02%	100.00%
% answer time ≤ 15 seconds	92.32%							
% answer time ≤ 40 seconds	98.31%							
March 2020 Total	13,540	714	361	376	112	66	8	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%							
Year to Date 2020 Total	84,667	5,145	2,658	3,015	983	536	34	97,038
% answer time ≤ 10 seconds	87.25%	5.30%	2.74%	3.11%	1.01%	0.55%	0.04%	100.00%
% answer time ≤ 15 seconds	92.55%							
% answer time ≤ 40 seconds	98.40%							
Year to Date 2019 Total	82,778	3,964	1,757	2,117	569	279	20	91,484
% answer time ≤ 10 seconds	90.48%	4.33%	1.92%	2.31%	0.62%	0.30%	0.02%	100.00%
% answer time ≤ 15 seconds	94.82%							
% answer time ≤ 40 seconds	99.05%							

## CONFIRE Billable Incidents

Period: 01/01/2020 thru 06/30/2020

Jurisdiction	# of Incidents	% of Total
San Bernardino County	59,008	53.83%
VictorvilleFD	10,679	9.74%
RanchoCucamonga	7,630	6.96%
AppleValley	5,968	5.44%
ChinoValleyFD	5,665	5.17%
Redlands	5,172	4.72%
Rialto	5,144	4.69%
Colton	3,420	3.12%
MontclairFD	2,172	1.98%
Loma Linda	1,807	1.65%
Big Bear Fire	1,776	1.62%
San Manuel FD	615	0.56%
Running Springs	260	0.24%
Baker Ambulance	219	0.20%
Road Department	93	0.08%
BigBearCity	1	0.00%
<b>Total</b>	<b>109,629</b>	<b>100%</b>
BDC Division	# of Incidents	% of Total
East Valley	20,278	34.36%
Fontana	9,330	15.81%
Valley	8,247	13.98%
South Desert	5,628	9.54%
Hesperia	5,599	9.49%
North Desert	5,094	8.63%
Adelanto	2,496	4.23%
Mountain	2,336	3.96%
<b>Total</b>	<b>59,008</b>	<b>100%</b>

# ATTACHMENT B4





**CONFIRE**

## STAFF REPORT

**DATE:** 7/28/2020

**FROM:** Mike Bell  
Director

A handwritten signature in blue ink, appearing to read 'Mike Bell', is placed to the right of the 'FROM:' field.

**TO:** Administrative Committee

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**SUBJECT:** Redlands Agreement Renewal

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### RECOMMENDATION

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

### BACKGROUND

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. This interaction proved to be successful as the employee worked along side CONFIRE and other agency personnel to help move several initiatives forward including Firstwatch and FirstPass, Tablet Command and COVID IMT projects.

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.

## INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES Technical and Operational Services

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

### 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 July 21, 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.

#### 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. HIPPA BUSINESS ASSOCIATE AGREEMENT**

The “Business Associate Agreement” is set forth in Exhibit E.

**9. NOTICE**

Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

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

To Contractor:  
Fire Department, City of Redlands  
35 Cajon St. Suite 12  
Redlands, CA, 92373  
ATTN: Jim Topoleski, Fire Chief

*[continued on next page]*

**10. LIMITATION OF LIABILITY**

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.

CITY OF REDLANDS

CONSOLIDATED FIRE AGENCIES

By:   
Paul W. Foster, Mayor

By:   
Mike Bell, Communications Director

ATTEST:

  
Jeanne Donaldson, City Clerk

**EXHIBIT A**  
**TO AGREEMENT FOR SERVICES**

**SCOPE OF SERVICES**

Contractor, as a member agency of CONFIRE and a beneficiary of the services provided by CONFIRE to the Fire Department of Contractor (the "Department") and the persons within the Department's jurisdiction, has a vested interest in assisting CONFIRE with the completion of various technical and operational initiatives. To assist CONFIRE in achieving those various technical and operational initiatives, the Department will temporarily assign a member of its Department to perform technical and operational services for CONFIRE on an as needed basis as directed by CONFIRE (the "Services"). The Services include, by way of illustration and not by limitation, the following:

- Completion of implementation of Tablet Command software;
- Configuration of Firstwatch F.O.A.M. module;
- Configuration of Firstwatch First Pass module;
- Completion of Deccan Live MUM software;
- Enhancement of Image Trends ePCR reporting program;
- Assistance with development of Arc GIS Online capability;
- Assistance with development of document sharing portal.

The Services shall be performed by the following employee of the Contractor serving in the Department, or by another employee of Contractor serving in the Department with the prior written consent of CONFIRE: Fire Captain Mike McMath (the "Key Personnel"). Contractor shall not remove the Key Personnel from the Services without the prior written consent of CONFIRE, which shall not be unreasonably withheld.

CONFIRE will provide workspace and/or the technical capability to work on-site or remotely on assigned projects.

The Key Personnel shall have no supervision responsibilities within the CONFIRE organization and shall report to the CONFIRE Information Services Manager for assignments and progress reports.

The Key Personnel shall, in performing the Services, operate a vehicle issued by CONFIRE. CONFIRE shall name Contractor and the Key Personnel as additional insureds under its existing insurance for such vehicles.

All Hours worked on behalf of CONFIRE would require pre-approval from the CONFIRE MIS Manager and the appropriate representative from Redlands Fire.

**EXHIBIT B**  
**TO AGREEMENT FOR SERVICES**

**COMPENSATION**

**A. Compensation**

*Redlands provide rate for OT for backfill and non-backfill scenarios for Key Personnel*

**B. Payment**

Payment shall be made in the form of a credit from CONFIRE to the Contractor (for all undisputed amounts) as a component for the regular quarterly billing issued by CONFIRE to the Contractor in its capacity as a member agency of CONFIRE.

The Contractor will invoice CONFIRE in the amount that reflects actual costs incurred to provide the service. Contractor shall provide applicable time sheets or other records used to develop the invoice available upon request.

**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.
  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 Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
    - b. **Without Cause by Contractor.** Contractor may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to CONFIRE.
    - 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 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 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 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.
- Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) 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 three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
- 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.

**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 officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; *or*

(2) arises out of, pertains to, or relates to the breach of this Agreement by Contractor or its officials, officers, employees, contractors, subcontractors, consultants, or subconsultants.

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 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.

6. **INSURANCE.** 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.** Contractor and 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, to the best of its knowledge, 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 Governing Board 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.

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 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, 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 Contractor in any manner which is permissible

under the law. CONFIRE's evaluation may include, without limitation:

- a. Requesting that CONFIRE's employee(s) evaluate Contractor and 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 25 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.

one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

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

**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 Contractor, CONFIRE, and the State 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, 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 Contractor's profession.

Type of Coverage	Minimum Coverage
<b>Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments</b>	
Each Occurrence	<b>\$1,000,000</b>
General Aggregate	<b>\$1,000,000</b>
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	<b>\$1,000,000</b>
General Aggregate	<b>\$1,000,000</b>
<b>Professional Liability</b>	<b>\$1,000,000</b>
<b>Workers Compensation</b>	<b>\$24,000,000</b>
<b>Employer's Liability</b>	<b>\$1,000,000</b>

2. 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 the State 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.

**EXHIBIT E**  
**TO AGREEMENT FOR SERVICES**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) is entered into by and between City of Redlands (“Business Associate”), a California general law city duly existing under Gov. Code, § 34000 et seq. and the Consolidated Fire Agencies (“Covered Entity”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq.

Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

**RECITALS**

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

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

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

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

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

**AGREEMENT**

**1. General Terms and Conditions**

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

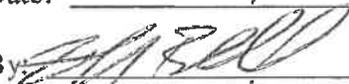
The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

**Consolidated Fire Agencies**

**City of Redlands**

Date: 2-17, 2020

Date: \_\_\_\_\_, 20\_\_\_\_

By: 

By: \_\_\_\_\_

Print Name: Mike Bell

Print Name: Paul W. Foster, Mayor

Its: Director

Attest: \_\_\_\_\_

Jeanne Donaldson, City Clerk

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

**General Terms and Conditions to Business Associate Agreement**

**I. DEFINITIONS.**

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

**II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

Business Associate agrees to:

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

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

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

**III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

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

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

#### IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

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

#### V. TERM AND TERMINATION.

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

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

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

#### VI. MISCELLANEOUS.

- a. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. **Public Access and Ownership of Records.** Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said

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

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

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

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



**CONFIRE**

**STAFF REPORT**

**DATE: 7/28/2020**

**FROM: Mike Bell**  
**Director**



**TO: Administrative Committee**

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**SUBJECT: Troubleshooting Westnet Alerting Issues - Policy**

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**RECOMMENDATION**

Approve draft "Troubleshooting Westnet Alerting Issues" policy.

**BACKGROUND**

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 personnel to properly identify and report service items to CONFIRE MIS and/or Westnet.

There is an expectation that some basic troubleshooting of the system by 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.

# CONFIRE Communications Center Standard Operating Policies & Procedures

**Date issued:****Revised:****Number:****SECTION:** Fire and Medical Services**TITLE:** Troubleshooting Westnet Alerting Issues**Scope:**

This policy outlines the CONFIRE MIS response to issues with Westnet Station alerting.

**Policy:**

Based on the CONFIRE JPA STATION LEVEL MAINTENANCE AGREEMENT with Westnet, Confire will take initial calls and provide preliminary troubleshooting to eliminate non-Westnet components as potential failure points prior to Westnet mobilization.

**Procedure for CONFIRE MIS Supported Agencies – COL, RED, RIA and BDC:**

CONFIRE MIS personnel will enter a HelpDesk ticket for all issues related to Westnet station alerting. This incorporates working with the Communication Center and Agency to troubleshoot and consists of the following checklist:

**1. Network Assessment**

Is the Dispatch Client showing the Station "Link Down"?

Is RIC (back-up) alerting working?

Can the MCU be reached (pinged)?

Is the station Internet down?

Any recent changes made to the network?

Any recent work done on the station infrastructure (i.e. repair, construction, etc.)?

Assess network latency and packet loss.

If no issues are found with the network, move to **Power Assessment**.

If issues are found, deploy resources to mitigate the issue. Resources could include, but are not limited to:

- CONFIRE MIS Team
- Frontier
- ATT

# CONFIRE Communications Center Standard Operating Policies & Procedures



## 2. Power Assessment

Does the station have power?

Did the station lose power? If so, is it working off an emergency generator?

Does the MCU have power?

- If the screen is dark, hit the "Home" button as the MCU may be in sleep mode.

Does the radio have power?

Is the UPS functional?

If no issues are found here, move to **Radio Assessment**.

If issues are found, deploy resources to mitigate the issue. Resources could include, but are not limited to:

- CONFIRE MIS Team
- Fire Station Personnel, City Building Maintenance, etc.

## 3. Radio Assessment

Is the radio on the correct dispatch frequency?

- Valley and Mountains – 2DISP1
- Desert – 3DISP2

Conduct a radio test with CCC.

- Does dispatch receive the transmitted verbal test?
- Does the station receive the audio from dispatch?

If issues are found, ascertain the radio ID and deploy resources to mitigate the issue. Resources could include, but are not limited to:

- CONFIRE MIS Team
- Agency personnel
- ISD
  - Give ISD the radio ID number to ensure that radio is active on the County radio system

## 4. Contacting Westnet

If no issues are found during the network, radio and power troubleshooting assessment, contact Westnet to submit a ticket. Whether during business hours, after hours, weekends or holidays, contact Westnet by calling 800-807-1700.

Westnet can also be reached via email at [wsg@westnet-inc.com](mailto:wsg@westnet-inc.com)

# CONFIRE Communications Center Standard Operating Policies & Procedures



## Procedure for Non – CONFIRE MIS Supported Agencies – CHO, RCF, SMI, LOM, RSP, BFA, and VCV:

CONFIRE MIS personnel will enter a HelpDesk ticket for all issues related to Westnet station alerting. This incorporates working with the Communication Center and Agency to troubleshoot and consists of the following checklist:

### 1. Network Assessment

Is the Dispatch Client showing the Station "Link Down"?

Is RIC (back-up) alerting working?

Can the MCU be reached (pinged)?

Is the station Internet down?

Any recent changes made to the network?

Any recent work done on the station infrastructure (i.e. repair, construction, etc.)?

Assess network latency and packet loss.

If no issues are found with the CONFIRE network, contact the agency's IT personnel to assist with the troubleshooting process.

If issues are found with the CONFIRE Network, deploy resources to mitigate the issue. Resources could include, but are not limited to:

- CONFIRE MIS Team
- Frontier
- ATT

If no issues are found with the CONFIRE or agency network, move to **Power Assessment**. Continue to engage the agency's IT personnel throughout the troubleshooting process.

### 2. Power Assessment

Does the station have power?

Did the station lose power? If so, is it working off an emergency generator?

Does the MCU have power?

- If the screen is dark, hit the "Home" button as the MCU may be in sleep mode.

Does the radio have power?

Is the UPS functional?

If no issues are found here, move to **Radio Assessment**.

If issues are found, deploy resources to mitigate the issue. Resources could include, but are not limited to:

- Agency IT, Fire Station Personnel, Building Maintenance, etc.

# CONFIRE Communications Center Standard Operating Policies & Procedures



## 3. Radio Assessment

Is the radio on the correct dispatch frequency?

- Valley and Mountains – 2DISP1
- Desert – 3DISP2

Conduct a radio test with CCC.

- Does dispatch receive the transmitted verbal test?
- Does the station receive the audio from dispatch?

If issues are found, ascertain the radio ID and deploy resources to mitigate the issue. Resources could include, but are not limited to:

- Agency IT and/or Fire Station Personnel
- ISD

Give ISD the radio ID number to ensure that radio is active on the County radio system.

## 4. Contacting Westnet

If no issues are found during the network, radio and power troubleshooting assessment, contact Westnet to submit a ticket. Whether during business hours, after hours, weekends or holidays, contact Westnet by calling 800-807-1700.

Westnet can also be reached via email at [wsg@westnet-inc.com](mailto:wsg@westnet-inc.com)



**CONFIRE**

## STAFF REPORT

**DATE:** 7/28/2020

**FROM:** Mike Bell  
Director

**TO:** Administrative Committee

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**SUBJECT:** Data Consulting Contract Renewal

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### RECOMMENDATION

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.

### BACKGROUND

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 one additional year if needed.

**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES  
[Data Analysis and Related Services]**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and [Mat Fratus Consulting] (“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 [7/1/2020] (“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) [6/30/2021].
- 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,  
Director  
1743 Miro Way  
Rialto, CA 92376

To Contractor:  
[Mat Fratus Consulting]  
[P.O. Box 4031]  
[Blue Jay, CA, 92317]

Physical Address:  
27683 North Bay Rd  
Lake Arrowhead, CA 92352]  
Attn: [Mat Fratus]

**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**

**Mat Fratus Consulting**

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A  
to AGREEMENT FOR SERVICES**

**SCOPE OF SERVICES**

Consultant to provide services related to the following actions items and deliverables:

**1. Data Analysis (to include some or all of the following)**

- a. Perform analysis of current and historic calls for service.
- b. Extract raw data from Computer Aided Dispatch (CAD) system that includes all calls processed through the CONFIRE JPA communication system that involved CONFIRE member or contract fire department resources or occurred in a jurisdiction of a CONFIRE served agency.
- c. Perform analysis of calls for service data to include response types, volume of calls, location and time of day of each call, time on task, unit hour utilization, medical acuity of Emergency Medical Service (EMS) calls based on Emergency Medical Dispatch (EMD) determinants, mutual and automatic aid impacts, fire and rescue types and occurrences, and other relevant emergency and non-emergency service call characteristics.
- d. Integrate data points into logical combinations and comparisons to develop a foundation for strategic decision making and for further analysis.
- e. Examine EMS dispatch and patient records to determine community use characteristics, impacts of patient care delivered by responding personnel, and outcomes.
- f. Provide data sets for spatial analysis of emergency fire, rescue, and medical service calls for service through CONFIRE GIS mapping and analysis.
- g. Analyze EMS data of CONFIRE agencies to determine primary chief complaint categories and effectiveness of treatment modes.
- h. Provide reports and presentations to CONFIRE stakeholders relating to the processes and findings of contractor's data analysis.
- i. Participate in meetings related to the capture, retrieval, and analysis of CONFIRE data. Offer relevant observations and make recommendations based on findings.
- j. Work with outside vendors who currently provide, or may provide, data capture and/or analysis tools for emergency and non-emergency activity of CONFIRE agencies or cooperators.
- k. Create reporting tools for use by CONFIRE Admin and agency reps
- l. Develop and build triggers and reports in Firstwatch, Excel or other means that can be utilized by CONFIRE for data purposes going forward.
- m. Create repeatable queries or other tools/reports for analyzing data from the following data sources:

- i. Inform CAD
- ii. ProQA
- iii. Vesta Analytics
- iv. Image Trends

**2. Acts as CONFIRE Admin Chiefs Liaison in various venues specific to data collection and analysis**

- a. ICEMA (Image Trends MOU)
- b. CONFIRE Ops & Support Committees
- c. EMD/ECNS Project
  - i. Dispatch Review Committee

**3. Evaluate Options and Develop Recommendations.**

- a. Assist CONFIRE in working with allied agencies to explore service partnerships that enhance service levels of CONFIRE and their represented agencies. This could include any of the following individually or in combination:
  - i. Ambulance transport providers.
  - ii. Local hospitals and medical facilities.
  - iii. Local regulatory agencies e.g. Inland Counties Emergency Medical Agency (ICEMA)
  - iv. State and Local government agencies.
  - v. Non-CONFIRE communication centers
  - vi. Other public and private agencies e.g. public and private insurance carriers, non-emergency transportation providers, Department of Public Health.

**EXHIBIT B**  
**to AGREEMENT FOR SERVICES**

**COMPENSATION**

**A. Compensation**

\$80.00 per hour

Not to exceed the sum of \$50,000.

**B. Payment**

- a. Schedule
  - (1) To be billed in monthly installments
- 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.  
Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) 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 three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.
  - 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:

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

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.

**STAFF REPORT****DATE: 7/28/2020****FROM: Mike Bell**  
**Director****TO: Administrative Committee**

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**SUBJECT: Automated Voice Dispatch System Purchase**

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**RECOMMENDATION**

Approve 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.

**BACKGROUND**

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.

CONFIRE is conducting an auto-dispatch pilot on Alpha and Bravo EMS calls that has indicated a 25-30 second reduction in call processing times. AVD extends that pilot to be used for all calls which should afford similar call processing time improvements while ensuring field units can hear calls being dispatched as a situational awareness benefit.

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).



**WESTNET**

15542 Chemical Lane  
 Huntington Beach, CA 92649  
 Phone: 714-548-3500 Fax: 714-901-5610  
 www.FirstInAlerting.com



## Quote: Confire First-In Alerting Automated Voice Dispatch Systems for Hesperia

**To: CONFIRE Communications Center**

**From: Zulema Perez**

1743 W. Miro Way  
 Rialto, CA 92376  
 (909)356-3805

### Summary

Total Amount: **\$39,382.72** Quote ID: Q-07344-J6P4 Revision: 1  
 Shipping Method: Ground Date: 7/9/2020  
 Payment Terms: Net 30 Effective To: 10/9/2020

Description: This quote includes the First-In Alerting Automated Voice Dispatch System additional licenses and RIC upgrade for AVD functionality including installation and one year of technical support. Installation is to be completed with the Hesperia Disaster Recovery Site install Q-07372-Y727.

The First-In Voice Dispatch (FIAVD) feature of the First-In Fire Station Alerting System provides the fire/rescue department and the dispatch center a quick, consistent means of providing automated, complete dispatch information to the responding emergency personnel. Management of FIAVD is performed by dispatch center personnel utilizing the First-In Voice Editor software. This software allows City personnel to edit the cadence and pronunciation of a particular word.

Clarifying Comments: This quote assumes that the customer will provide one dedicated radio with outside antenna, grounding, etc. to be connected to the RIC at each location. The customer is responsible for electronically steering the radio traffic and providing radio coverage to all fire stations, mobile units and portable radios utilizing the AVD system.

Quote includes prevailing wages rate. Customer is responsible for the difference in sales and use tax if applicable. Payment terms are net 30 with payment milestones.

Quote was revised 7/9/2020 to separate Hesperia and Rialto into two separate quotes.

### Shipping Information

**Ship To:**

**Bill To:**

### Details

Product ID	Product	QTY	Price	Sub Total
FIAP-AVD-AL	First-In Automated Voice Dispatch System - Additional License	2	\$9,850.00	\$19,700.00
FIAP-AVD-EDT	First-In Automated Voice Dispatch Word Editor	1	\$3,245.00	\$3,245.00
	RIC Upgrade for AVD Functionality	1	\$2,800.00	\$2,800.00

**NOTES:**

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$25,745.00
Quote Discount (%)	5.00 %
Install Supplies	\$0.00
Total Tax (7.750 %)	\$1,895.48
FIAP Install, Commissioning, and Testing	\$6,970.00
One Year Toll Free Technical Support	\$4,209.49
Project Coordination	\$1,850.00
<b>Total Amount</b>	<b>\$39,382.72</b>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

***If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.***



**WESTNET**

15542 Chemical Lane  
Huntington Beach, CA 92649  
Phone: 714-548-3500 Fax: 714-901-5610  
www.FirstInAlerting.com



## Quote: Confire Communications First-In Alerting Automatic Voice Dispatch System for Rialto

**To: Confire, JPA**

**From: Zulema Perez**

Confire, JPA

1743 W. Miro Way

Rialto, CA 92376

Contact:

### Summary

Total Amount:	<b>\$77,997.79</b>	Quote ID:	Q-03722-P2S4 Revision: 1
Shipping Method:	Ground	Date:	7/9/2020
Payment Terms:	Net 30	Effective To:	10/9/2020

Description: This quote is to add the Automatic Voice Dispatching feature to the primary Confire Communications Center.

This quote includes the First-In Alerting Automated Voice Dispatch System including installation and one year of technical support. The First-In Voice Dispatch (FIAVD) feature of the First-In Fire Station Alerting System provides the fire/rescue department and the dispatch center a quick, consistent means of providing automated, complete dispatch information to the responding emergency personnel. Management of FIAVD is performed by dispatch center personnel utilizing the First-In Voice Editor software. This software allows City personnel to edit the cadence and pronunciation of a particular word.

Clarifying Comments: This quote assumes that the customer will provide one additional installed radio to be connected to the RIC (for System 8) The customer is responsible for electronically steering the radio traffic and providing radio coverage to all fire stations, mobile units and portable radios utilizing the AVD system.

This quote assumes that the customer will provide one dedicated radio with outside antenna, grounding, etc. to be connected to the RIC at each location. The customer is responsible for electronically steering the radio traffic and providing radio coverage to all fire stations, mobile units and portable radios utilizing the AVD system.

Quote includes prevailing wages rate. Customer is responsible for the difference in sales tax if applicable. Payment terms are net 30 with payment milestones.

Quote was revised 7/9/2020 to separate Hesperia and Rialto into two separate quotes.

### Shipping Information

**Ship To:**

**Bill To:**

### Details

Product ID	Product	QTY	Price	Sub Total
FiAP-AVD	First-In Automated Voice Dispatch System	2	\$28,500.00	\$57,000.00
FiAP-AVD-EDT	First-In Automated Voice Dispatch Word Editor	1	\$3,245.00	\$3,245.00

**NOTES:**

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$60,245.00
Quote Discount (%)	5.00 %
Install Supplies	\$0.00
Total Tax (7.750 %)	\$4,435.54
FIAP Install, Commissioning, and Testing	\$6,970.00
FIAP Training	\$3,400.00
One Year Toll Free Technical Support	\$4,109.50
Project Coordination	\$1,850.00
<b>Total Amount</b>	<b>\$77,997.79</b>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

***If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.***