

**INDEPENDENT CONTRACTOR AGREEMENT  
FOR  
Consulting Services for CAD to CAD Project**

This agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”) and NATIONAL PUBLIC SAFETY GROUP, LLC, a North Carolina limited liability company (“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.
3. The Contractor is experienced in the selection, procurement, and implementation of public safety software, hardware, and related systems and offered to provide the CONFIRE and its affiliates with certain consulting services, and CONFIRE desires to receive the consulting services, subject to the terms and conditions set forth herein.

**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
- Exhibit E: Peraton/CONFIRE Agreement (Abridged)

**2. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective on July 23, 2024 (“Effective Date”).
- b. Commencement. This Agreement shall commence on the Effective Date and shall terminate upon completion of the agreed upon Scope of Work in Exhibit A and payment in full therefor by CONFIRE.

- a. Effect of Termination. The termination or expiration of this Agreement shall in no way affect or impair any right which has accrued to either Party prior to the date when such termination or expiration became effective. Upon the effective date of any termination or expiration of this Agreement, the Contractor shall immediately cease performing the Services, and, in the event of breach by CONFIRE, CONFIRE shall pay all the Consulting Fees to the Contractor. The provisions of Section 2, Section 3(b), Section 5, Section 6, Section 7, Section 8, Section 9, Section 10, and this Section 4(b) shall survive any expiration or other termination of this Agreement. Termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating or expiration of this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.

### **3. INDEPENDENT CONTRACTOR**

#### **2. Engagement.**

- a. Services. CONFIRE hereby engages the Contractor to perform the Services, as more particularly set forth on Exhibit A (as may be amended or supplemented pursuant to the terms of the Agreement from time to time) (collectively, the "Services"), and the Contractor hereby accepts the engagement and agrees to provide the Services. The Contractor and CONFIRE will mutually agree upon the method, details, and means of performing the Services.
- b. Performance of the Services.
  - i. For each month during the Term (as defined below), the Contractor commits to dedicate its best efforts to render the Services, provided, however, that the Contractor shall work as many hours as may be reasonably necessary to timely render the Services pursuant to this Agreement.
  - ii. The Contractor shall render to CONFIRE and certain of its affiliates the Services in a timely and professional manner consistent with industry standards in accordance with this Agreement.
  - iii. The Contractor may subcontract certain portions of the Services or other obligations under this Agreement to parties whom or which the Contractor believes to be competent and professionally qualified therefor. In performing the Services, the Contractor agrees to provide its own personnel, equipment, tools and other materials at the Contractor's own expense.

- iv. CONFIRE shall make its facilities and equipment available to the Contractor as reasonably necessary in connection with the Services.

3. Independent Contractor Relationship

- a. The 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: Nathan Cooke,  
Communications Director  
1743 Miro Way  
Rialto, CA 92376

To Contractor:  
National Public Safety Group, LLC  
Attn: Jonathan Mims  
Chief Executive Officer  
124 Newington Way  
Aberdeen, NC 28315

**9. LIMITATION OF LIABILITY**

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

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

**CONSOLIDATED FIRE AGENCIES**

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

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

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

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

**NATIONAL PUBLIC SAFETY GROUP,  
LLC**

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

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

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

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

**EXHIBIT A**  
**to AGREEMENT FOR SERVICES**

**SCOPE OF SERVICES**

**A. Overview**

- a. Contractor will provide project management services to CONFIRE to support its role as the system administrator for the Inland Empire Public Safety Operations Platform (IE PSOP).

**B. Specific Engagement: CAD to CAD Interface Rebuild**

- a. Contractor understands the objectives for this project include:
- b. Peraton, Inc under an existing agreement with CONFIRE will replace the existing CAD to CAD Interop Adaptor currently installed between the CAL FIRE statewide gateway and the Central Square Unify Hub used by the Inland Empire Public Safety Operations Platform (IE PSOP).
- c. It shall be developed for and deployed in conjunction with the CAL FIRE Riverside County Unit (RRU).
- d. This rebuild shall be completed by the end of 2024.
- e. Completion includes full testing with use cases involving RRU, CONFIRE, AMR Riverside and Murrieta Fire, signed off by RRU and CONFIRE and the interface being in a live status on the IE PSOP Hub.

**C. Project Parameters**

- a. Peraton will develop the project plan and coordinate meetings to update status and coordinate with Central Square.
- b. Peraton will utilize the latest version of the Fusion adapter (API/SDK) provided by Central Square for this engagement.
- c. Central Square will provide a test environment and CAD simulator and enable access to the Peraton team to work on this development project independent of Central Square and CONFIRE.
- d. When appropriate Peraton may contact Central Square (Richard Williams and/or Eric Newton)

**D. NPSG Roles and Responsibilities**

- a. On behalf of the CONFIRE IE PSOP Project Coordinator, monitor and report on the progress of the project through regular meetings with appropriate team members from Peraton, CAL FIRE and Central Square.
- b. Work to ensure the agencies are on track doing their homework to ensure there is no project delay
- c. Work to ensure the Peraton is on track with their deliverables to ensure there is no project delay
- d. Work to make sure any showstopper items are identified and promptly resolved by the responsible party before becoming major issues
- e. Review and recommend approval of software invoices as requested by CONFIRE
- f. Work with the vendor to develop and communicate a detailed go-live plan
  - i. Ensure this plan includes the overall timeline for the event, products involved, agencies involved, roles and responsibilities, established

meeting dates/times, issue reporting and escalation process, transition to support and the communication plan

- g. Advise CONFIRE rep of any issue or problems with the project that may cause a delay in meeting the completion goal.
- h. Assist with coordinating and attend testing between interested parties which may include:
  - i. CAL Fire Riveride (RRU)
  - ii. CONFIRE
  - iii. Murrieta Fire (MUR)
  - iv. AMR Riverside (AMRXRI)
- i. Work with CONFIRE rep for final acceptance of the project.
  - i. Remain engaged post go live to ensure the interface is functioning as designed and there are no critical issues that need to be escalated.

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

**COMPENSATION**

**A. Compensation**

- a. In consideration for the timely execution of this agreement the Contractor shall be compensated an amount not to exceed \$24,927.00. This includes \$2,493.00 in travel costs if necessary.

**B. Payment**

- b. Payment Milestones. Upon execution of this agreement Contractor will bill CONFIRE monthly for six months in equal installments not to exceed \$4,154.43.
    - a. This may be adjusted accordingly should the project duration be less than six months.
  - c. Payments. Payments will be made by ACH. After contract signing, CONFIRE will receive a separate email with Contractor's ACH information for payment.
  - d. Late Payments are subject to a 1.5% interest fee per month on the outstanding late balance.
  - e. Taxes. The costs outlined in Exhibit B do not include any taxes – local, county, state, or federal. CONFIRE is responsible for paying all taxes on the services provided by the Contractor. If Contractor is required to pay applicable taxes for CONFIRE's specific jurisdiction, those will be invoiced to CONFIRE. If CONFIRE is tax-exempt, a tax-exempt certificate is required by the Contractor. Otherwise, the Contractor will pay all applicable taxes to the appropriate entities, which CONFIRE will be required to reimburse to Contractor. For clarity, Contractor is responsible for paying Contractor's income taxes – state and federal – as applicable, arising from the services provided in this agreement.
- C. Extension of Consulting Services. CONFIRE may request that Contractor provide additional or extended services at any time. The Parties acknowledge and agree that fees for additional services shall be provided at Contractors then current rates and terms. Additional services, fees and terms will be agreed upon in writing between the Parties.

**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, Contractors, or subContractors; **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, Contractors, 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 Contractors’ 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. NON-DISPARAGEMENT

a. **Contractor.** The Contractor agrees to instruct its members and employees to refrain from any disparaging statements (including, but not limited to, statements that amount to libel or slander) (i) about CONFIRE or any of its officers or employees or (ii) that pertain to any personal or confidential matters that may cause embarrassment to CONFIRE or any of its employees or officers; provided, however, that the foregoing restrictions shall not apply to any testimony that the Contractor is compelled by

law to give (whether written or verbal).

b. **CONFIRE.** CONFIRE agrees to instruct its officers and employees to refrain from any disparaging statements (including, but not limited to, statements that amount to libel or slander) (i) about the Contractor or any of its members or employees or (ii) that pertain to any personal or confidential matters that may cause embarrassment to the Contractor or any of its employees or members; provided, however, that the foregoing restrictions shall not apply to any testimony that CONFIRE is compelled by law to give (whether written or verbal).

7. **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.

## 8. WARRANTIES

a. **Authority.** The Contractor represents, warrants, and covenants to CONFIRE that the Contractor has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consent or approval not yet obtained.

b. **No Implied Warranties.** CONFIRE agrees that (i) the Contractor is not the manufacturer, distributor, or developer of any of the products or services subject to the Services (collectively, the “Third-Party Products”), (ii) the warranties and representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications) are those of the manufacturer, distributor, or developer thereof and not the Contractor, and (iii) the Contractor bears no obligation or liability related to or resultant from the warranties or representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications). **THE WARRANTY SET FORTH IN SECTION 6(A) IS THE ONLY WARRANTY MADE BY THE CONTRACTOR HEREUNDER. THE CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

9. **LIMITATION ON LIABILITIES UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR’S LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY ORDER**

OR OTHER AGREEMENT BETWEEN THE CONTRACTOR AND CONFIRE OR THE CONTRACTOR'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE CONSULTING FEES PAID IN THE PREVIOUS TWELVE MONTHS BEFORE TERMINATION. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE OR GOODWILL, WHETHER OR NOT THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. This limitation of liability represents an allocation of risks between CONFIRE and the Contractor, which allocation is reflected in the Consulting Fees. CONFIRE acknowledges that the amount of the Consulting Fees reflects and incorporates the disclaimer of warranties and limitation of liability and remedies set forth herein (without which the Consulting Fees would have been substantially higher). Further, without limitation upon the generality of any other provision hereof, the remedies of CONFIRE shall be limited to the refund of the Consulting Fees.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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).

- 16. 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.
- 17. 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)
- 18. 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.
- 19. 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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. PIGGYBACKING.** To the extent allowed by applicable law, any public procurement unit, within or without CONFIRE's state, that is permitted to purchase services and products under the terms of a contract entered into by another awarding or sponsoring public procurement unit ("Piggybacking"), the Parties shall permit other public procurement units to Piggyback on this Agreement for the purchase of the services and products provided hereunder; provided, however, that, notwithstanding any other provision of this Agreement or otherwise, any agreement that relies on Piggybacking of this Agreement shall (a) be subject to acceptance by Contractor in its sole and absolute discretion, (b) be subject to the execution and delivery of all applicable contracts on terms and conditions acceptable to Contractor in its sole and absolute discretion, and (c) include a provision under which CONFIRE thereunder shall defend, indemnify and hold Contractor harmless from all claims, demands, expenses, and causes of actions,

of every kind, arising out of, or in any way connected to, directly or indirectly, the use of this Agreement.

**33. As per Code of Federal Regulations (CFR) 2 C.F. R. 200.317 - 200.326 and Title 44 Emergency Management and Assistance, Part 13, Subpart C, Section 13.36 (i) 1-13. 9 of the 13 relevant provisions are included below:**

- (1) Administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold).
- (2) Termination for cause and for convenience by the grantee, subgrantee or subrecipient including the manner by which it will be affected and the basis for settlement (All contracts in excess of \$10,000).
- (3) Notice of awarding agency requirements and regulations pertaining to reporting.
- (4) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (5) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (6) Access by the grantee, the subrecipient, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (7) Retention of all required records for three years after grantees or subrecipients make final payments and all other pending matters are closed.
- (8) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (9) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance

with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**34. DEBARMENT.** Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549

**35. FEDERAL AUDIT.** Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Contract, any Federal granter agency when funds are granted to CONFIRE to fund this contract, the Comptroller General of the United States, or any of their duly authorized representatives with access to its books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for no less than three (3) years after final payment is made under this Agreement.

**36. Federal Grant Specific Requirements**

- a. Must conform with applicable contract provisions contained in 2 CFR 200, Appendix II - Contract Provisions for Non Federal Entity Contracts Under Federal Awards (Exhibit E).
- b. The award will not be made to any party debarred, suspended, or otherwise excluded from participation in federal assistance programs. Vendor must be registered and will be checked against the Federal Debarment List ([www.sam.gov](http://www.sam.gov)). Please note a UEI number is required to register on the SAM web site.
- c. Local preference does not apply.

**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, Contractors, 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**

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**CAD TO CAD FUSION ADAPTER INTEGRATION FOR THE**  
**INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM (IE PSOP)**  
**(ABRIDGED)**

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

**RECITALS**

4. 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.
5. CONFIRE in its capacity as System Administrator for the Inland Empire Public Safety Platform (IE PSOP) 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**

**10. 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

**11. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective upon both parties signature on this agreement (“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) until the project is completed and accepted by CONFIRE.

**12. 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.

**13. SCOPE OF SERVICES**

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

**14. COMPENSATION**

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

**15. GENERAL TERMS AND CONDITIONS**

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

**16. INSURANCE**

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

**17. 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: Nathan Cooke,  
Interim Director  
1743 Miro Way  
Rialto, CA 92376

To Contractor:  
Peraton, Inc  
Attn; Cindy Williams,  
Contract Administrator  
12975 Worldgate Drive  
Suite 7322  
Herndon, VA 20170

**EXHIBIT A**  
**to AGREEMENT FOR SERVICES**

**SCOPE OF SERVICES**

**Peraton Responsibilities**

1. Peraton Project Manager will provide a schedule that will be followed for the development, testing & go-live for this project. The project schedule will be reviewed and approved by all parties at the project kickoff meeting.
  - a. Peraton will schedule a project kickoff meeting at receipt of purchase order or fully executed contract. The kickoff meeting will include all parties, including CONFIRE, Central Square, and Peraton.
  - b. Peraton is requesting the kickoff meeting be scheduled in June 2024 to enable all parties to review the Central Square API documentation, document key resources from each participating agency, and finalize implementation schedule.
2. Peraton will develop a new interface to the Peraton CAD-to-CAD Gateway utilizing the requirements details in the Central Square Fusion Adapter API.
3. Peraton will test utilizing a test gateway or CAD-to-CAD simulator to confirm CAD-to-CAD messages are being sent and received between Peraton Gateway and Central Square Hub.
4. Peraton will make the required changes in the CAL FIRE Riverside CAD-to-CAD Test Gateway to enable testing between the new Fusion Adapter and the Riverside Altaris™ CAD.
5. Peraton will schedule facilitate the project Go-Live
  - a. Once all issues identified in item 4 above are resolved, Peraton will make the required changes in the CAL FIRE Riverside CAD to CAD Production Gateway to enable testing between the new Fusion Adapter and the Riverside Altaris™ CAD. Testing will include an end to end test to and from Riverside and the applicable agencies within the CAD-to-CAD federation.
6. Peraton will schedule facilitate the project Go-Live
7. No training is provided by Peraton as part of this project.

**CONFIRE Responsibilities**

1. Provide a dedicated single point-of-contact to work with and coordinate all interface activities and communication with the Peraton project manager, including (but not limited to) requesting and coordinating with Central Square, CAL FIRE, and any 3rd-party vendors or agencies as required.
2. Engage appropriate resources as needed to resolve any networking, IP addresses, firewall, and any other related issues specific to communications to and from the Central Square Hub.
3. Ensure qualified personnel are available for interface testing and final acceptance testing.
  - a. Personnel will include dispatch staff to be available throughout the project to assist in testing.

4. Contract directly with Central Square for any costs associated with Central Square. Including, but not limited to product purchase, labor related to deployment, testing & go live, maintenance support, and any additional fees related to the adapter change.
5. Provide Project Acceptance.

Failure to satisfy the requirements as identified above per the mutually agreed to schedule will entitle Peraton to request equitable adjustment if cost or schedule impacts are incurred as a result.

### **Project Completion Acceptance Criteria**

Acceptance of the Fusion Adapter interface shall occur once the adapter has been developed, tested, and successful completion of CAD-to-CAD transactions are performed between CAL FIRE RRU and the Central Square Hub.

### **Assumptions**

- No hardware, third party software, or training is included.
- All work including installation, integration and testing will be performed remotely.
- Remote access to the necessary CAL FIRE RRU environments is available through the existing CAL FIRE domain VPN access.
- Central Square will provide access to the Fusion Adapter in the Central Square as needed for Peraton to perform installation & testing of the interface.
- Peraton is not procuring or managing any Central Square or other third-party licenses or installations in support of this effort.

**EXHIBIT B  
to AGREEMENT FOR SERVICES**

**COMPENSATION**

**A. Compensation**

Not to exceed the sum of **\$116,499.00**.

**B. Payment**

a.	Schedule	
	At Issuance of Purchase Order (50%)	<b>Total Due \$ 58,249.50</b>
	At Completion of Interface (35%)	<b>Total Due \$ 40,774.65</b>
	Go Live & Acceptance (15%)	<b>Total Due \$ 17,474.85</b>

b. Process

Payment shall be made by CONFIRE within 30 days of the receipt of an invoice from Peraton.

