

**CONSOLIDATED FIRE AGENCIES**  
**IE PSOPINLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM**  
**AGENCY AGREEMENT**  
**(City of Chino)**

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the City of Chino (“Agency”), a municipal corporation duly authorized and existing under Government Code § 34000 et seq., as a Member Agency. CONFIRE and Agency may be individually referred to as a “Party” and collectively as the “Parties.”

**1. EXHIBITS**

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

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions

**2. INDEPENDENT CONTRACTOR**

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

**3. SCOPE OF SERVICES**

CONFIRE shall furnish to the Agency the services described in Exhibit A (“Services”).

4. **COMPENSATION**

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

5. **EFFECTIVE DATE AND TERM**

The Effective Date and Term are set forth in Exhibit C.

6. **GENERAL TERMS AND CONDITIONS**

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

7. **NOTICE**

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

To CONFIRE:

To Agency:

Consolidated Fire Agencies  
Attn: Art Andres, Communications Director  
1743 Miro Way  
Rialto, CA 92376

City of Chino  
Attn: Matt Ballantyne, City Manager  
13220 Central Avenue  
Chino, CA 91710

8. **DEFINED TERMS**

Except as may be expressly set forth in this Agreement to the contrary, all capitalized terms used in this Agreement shall have the meaning ascribed to them in that certain Inland Empire Interoperability Project Memorandum of Understanding.

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

**Consolidated Fire Agencies**

**City of Chino**

Date: JULY 21, 2021

Date: 6.22, 2021

By: [Signature]

By: [Signature]

Print Name: ART ANDRES

Print Name: MATT BALLANTYNE

Its: DIRECTOR

Its: CITY MANAGER

**SCOPE OF SERVICES**

1. CONFIRE shall provide the following services to Agency on behalf of the Inland Empire Regional Interoperability Project (“Services”) during a two-year pilot project:
  - a. Administrative and fiscal oversight of the Inland Empire Public Safety Operations Platform (“IE PSOP”) CAD to CAD solution (Central Square Technologies, Inc, hereinafter referred to as “Vendor”) in accordance with the current agreement between CONFIRE and Vendor and in accordance with the current version of the IE PSOP. By way of illustration and not limitation, such oversight shall include:
    - (1) Billing and collection of fees associated with the operation of the IE PSOP CAD to CAD solution.
    - (2) Coordination of on-boarding process for new agencies to become users of the IE PSOP CAD to CAD Solution.
  - b. Coordination of IE PSOP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE PSOP MOU.
  - c. Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE PSOP CAD to CAD solution.
  - d. Provision of dedicated staff to act as System Administrator for the IE PSOP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, such services shall include:
    - (1) Initial level of support based on Service Level Agreement, Exhibit E “Incident Management – Service Level Agreement Document” to current the agreement between CONFIRE and Vendor.
  - e. As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
2. In receiving the Services, the Contracting Agency shall do the following:
  - a. Procure, install and maintain any application interface (API) required to enable the Agency CAD system to communicate with the CAD to CAD hub. In doing so, Agency will work with Vendor. (This can be removed, since your CAD is a Central Square product and not subject to this provision)

- b. Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational and technical staff with decision-making authority regarding this Agreement and the IE PSOP MOU.
- c. For Member Agencies, appoint an authorized representative for IE PSOP Member Agency Committees, as necessary. These reps should be appropriate executive, operational and/or technical staff.
  - (1) Executive Committee
  - (2) Operations Committee
- d. Abide by all aspects of the IE PSOP MOU in effect.
- e. Abide by all relevant aspects of the Service Level Agreement contained within the contract between CONFIRE and Vendor.

**EXHIBIT B**  
**to AGENCY AGREEMENT**

**COMPENSATION**

Compensation to be paid as follows:

**A. FEES FOR SERVICES:**

1. Costs are based on the Central Square CAD to CAD “Unify” option selected by Chino Police Department.
2. One-time initial costs for participating in the IE PSOP CAD to CAD pilot program are:
  - a. Agency License: \$42,000.00
  - b. Professional Services: \$47,900.00
  - c. These costs will be funded through grants procured by CONFIRE.
3. Annual fees for participating in the IE PSOP CAD to CAD Program are:
  - a. Maintenance Fee \$13,125.00 (Agency share)
  - b. Cloud Hosting & Escrow Fee \$9,120.00 (10% of IE PSOP cost)

Total annual costs are: \$22,245.00
4. Agency shall not be responsible for paying the annual fees identified in Paragraph A.3, above during the two year pilot period, rather the annual fees will be paid for as follows:
  - a. Fifty Percent (50%) by Chino Valley Fire District; and
  - b. Fifty Percent (50%) from a combination of other funding sources as determined by CONFIRE.

**B. ADMINISTRATIVE FEE**

During the two-year pilot period, no Administrative Fee shall be assessed for the Agency.

**C. ADDITIONAL FEES:**

1. In the event that CONFIRE agrees to provide Agency with Additional Services, Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
2. In the event that CONFIRE incurs additional costs or expenses as a result of Agency’s delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE’s additional costs or expenses so resulting. CONFIRE will provide prior notice (15 days) before assessment of costs to the agency for failing to abide by the terms of the Agreement.

**EXHIBIT C**  
**to AGENCY AGREEMENT**

**EFFECTIVE DATE AND TERM**

This Agreement is effective on July 1<sup>st</sup>, 2021 (“Effective Date”) and shall continue for a term of two (2) years during the pilot period. At the conclusion of the two (2) term the Parties may choose to enter into a new agreement, which shall be consistent with the terms of the IE PSOP Memorandum of Understanding.

**EXHIBIT D**  
**to AGENCY AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be any court of competent jurisdiction in Southern California.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Agency warrants that he/she is authorized to execute the Agreement on behalf of Agency and that Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

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

13. **INDEMNIFICATION.**

A. **By CONFIRE.** CONFIRE shall indemnify, defend and hold harmless Agency, and all of its employees, officials, and agents (“Agency Parties”), from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of CONFIRE’S officers, agents, volunteers or employees (“CONFIRE’s Parties”) arising out of, or in any way attributable to, the performance of this Agreement. CONFIRE shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. CONFIRE’s obligation to defend the Agency Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

B. **By Agency.** Agency shall indemnify, defend and hold harmless CONFIRE Parties from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Agency shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which not foreseeably within its control. Agency’s obligation to defend CONFIRE Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

14. **INSURANCE.**

A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO “occurrence” form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

15. **ASSUMPTION OF UNFUNDED LIABILITIES ATTRIBUTABLE TO AGENCY.**

A. The Parties expressly acknowledge:

(1) CONFIRE, in providing the Services to Agency, will incur otherwise unfunded liabilities, (e.g., continuing obligations to provide for the pensions CONFIRE staff hired to provide service to Agency) (“Unfunded Liabilities”);

(2) The Compensation set forth in the Agreement does not adequately compensate CONFIRE for such Unfunded Liabilities; and



- (3) The Parties intend this Section 15 to ensure that CONFIRE is held harmless from otherwise unfunded liabilities to the extent that those Unfunded Liabilities are attributable to Agency.
- B. To the furthest extent permitted by applicable law, Agency shall indemnify CONFIRE from any and all liabilities of any kind, nature, and description directly or indirectly arising out of, connected with, or resulting from Unfunded Liabilities incurred by CONFIRE as a result of CONFIRE providing the Services to Agency, unless the liabilities are caused wholly by CONFIRE activities of general applicability to CONFIRE. By way of illustration and not by limitation, in the event that CONFIRE must hire staff to render the Services to Agency, and as a result of this Agreement's termination such staff must be laid-off, and as a result CONFIRE incurs unfunded pension liability, then Agency shall indemnify CONFIRE for such unfunded pension liability.

# **Inland Empire Regional Interoperability Project Memorandum of Understanding**

**August 18, 2020**

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## **Inland Empire Regional Interoperability Project (IE RIP) Memorandum of Understanding**

This Memorandum of Understanding (MOU) provides for the collaborative development, implementation and oversight of a regional interoperability project(s) by and among the participating Agencies (as defined below) that have legally executed this MOU, which shall herein after be individually referred to as “Member Agency” or “Allied Agency”.

This MOU is not intended to create a Joint Powers Agreement or separate legal entity. This MOU establishes a contractual relationship among the Agencies and a means by which to administer the MOU.

### **SCOPE**

The scope of the Inland Empire Regional Interoperability Project (“IE RIP”) is to provide for the collaborative development and implementation of a regionally- shared Computer Aided Dispatch (“CAD”) interoperability system amongst the local public safety and public and private allied agencies throughout the Inland Empire.

The IE RIP enables collaboration, situational awareness and timely distribution of critical incident information by providing a method for fire, medical and law enforcement CAD systems and non-CAD users to manage and share data and resources during incidents that affect the Inland Empire. The IE RIP has been designed for secure transmission of real time public safety information. It provides an organized method of coordinating regional resources to reduce response time, increase efficiency and improve resource management.

## DEFINITIONS

When used herein, the following words shall have the attendant meaning:

- i. "Administrator" is identified as CONFIRE in this MOU to oversee the Contract and funds for the Project.
- ii. "Agency Administrator" is the person identified to represent each Agency that has permission to manage and change items, such as adding a new unit or business rule only for the Agency that they are assigned to.
- iii. "Agency CAD Vendor" means an individual Agency's CAD vendor.
- iv. "Agency/Agencies" means either and or both Member Agency and Allied Agency.
- v. "Allied Agency" means any governmental agency or private entity, that contracts, connects, contributes and or supports the mission of public safety, fire or law enforcement and that is not a Member Agency but wishes to subscribe to the System to receive the specific technology for connection and support under this MOU and is listed in Addendum B. Any agency only using Aware Portal (no CAD connection) will be listed as an Allied Agency.
- vi. "CAD" means Computer Aided Dispatch.
- vii. "Contract" means the contract between the Vendor and Administrator for the System.
- viii. "CONFIRE" (Consolidated Fire Agencies) means the joint powers authority located in San Bernardino County established to provide communications, dispatch, computer information systems support, and geographic information systems to CONFIRE member and contract agencies.
- ix. "Default" means any violation, failure to perform, or breach of any covenant, agreement, term or condition of this MOU.
- x. "Hub" refers to Tellus.Hub™ a patented interoperability system that utilizes an intelligent hub design to enable CAD systems to communicate directly with one or more other CAD systems. It is a component of the System.
- xi. "Inland Empire" is a metropolitan area and region in Southern California, inland and adjacent to Los Angeles. The term may be used to refer to the cities and unincorporated areas of Riverside County and San Bernardino County, and for reference purposes within this MOU only may be deemed to include federally-held tribal reservation and trust lands located adjacent to the City of Highland in San Bernardino County.
- xii. "Member Agency" means any county, city or political subdivision of this state, including, but not limited to emergency communication, technology, law enforcement, emergency medical service providers, fire districts, cities and any other government subdivision of the state of California, including any agency of the state of California and any approved private entity, and any federally recognized tribe or governmental subdivision thereof A Member Agency has

agreed to the applicable terms of this MOU as evidenced by its authorized execution in Addendum A, has subscribed to the System and has decision-making authority within IE RIP.

- xiii. "Project" means the development, implementation and oversight of the regional interoperability CAD to CAD system.
- xiv. "Project One" means the first three agencies selected to participate in this project as listed in Addendum A. Subsequent projects will be identified sequentially within this document.
- xv. "Project Two" means agencies number four through ten selected to participate in this project as listed in Addendum A.
- xvi. "System" means the selected CAD to CAD system subject to this MOU. The System is managed and operated by IE RIP, to which Agencies subscribe.
- xvii. "System Administrator" is identified as CONFIRE in this MOU to oversee the management and maintenance of the System.
- xviii. "Vendor" means the selected vendor subject to this MOU that will provide the Hub. Vendor is identified in Addendum C – Selected Vendor & Product

## **1. RECITALS**

This MOU, dated for convenience as of \_\_\_\_\_, 2020 is entered into by the Agencies set forth in Addendum A and Addendum B with reference to the following facts:

1.1 1.1 Each Member Agency to this MOU is an equal participating member of the IE RIP. A Member Agency shall have equal voting rights as described further within this MOU.

1.2 The IE RIP provides collaborative development, implementation, and oversight of regional interoperability project(s) by and among the Agencies that have legally executed this MOU.

1.3 IE RIP allows Agencies to more effectively and efficiently coordinate and dispatch emergency resources within the Inland Empire.

1.4 The initial effort of the IE RIP is to jointly purchase, operate and maintain a third-party hosted System that enables each Agency CAD Vendor to seamlessly link with the CAD system of every Agency to create a "real time" dispatch and information sharing system between the Agencies' dispatch centers and their emergency response personnel.

1.5 The costs associated with participation in the IE RIP shall be funded by the Agencies in accordance with the terms of this MOU. Grant funds may be used for this project, refer to Section 4 for further details.

1.6 The Agencies, for and in consideration of the mutual benefits set for in the MOU, agree to the following terms for the IE RIP.

## **2. PARTICIPANTS**

2.1 Member Agency. Each Member Agency:

2.1.1 Has the authority to enter into this MOU for the performance of the duties and functions established herein.

2.1.2 Will subscribe to the System and have equal voting rights within the IE RIP.

2.1.3 Contribute to the cost of maintaining the IE RIP by signing this MOU as set forth in Addendums D and E.

2.2 Allied Agency. Each Allied Agency:

2.2.1 Has the authority to enter into this MOU for the performance of the duties and functions established herein.

2.2.2 Contribute to the cost of maintaining the IE RIP by signing this MOU as set forth in Addendums D and E.

2.2.3 Will subscribe to the System to receive the specific technology listed in Addendum C for connection and support.

2.2.4 Has no decision-making authority.

#### 2.4 Addition of New Agencies

2.4.1 New agencies, either Member or Allied, may be added to this MOU upon the approval of a majority of the Member Agencies.

2.4.2 Upon the new agency approving and executing this MOU and any other terms and conditions required by the existing Member Agencies, the Agency shall either become a Member Agency or Allied Agency.

2.4.3 Admission of a new agency shall not require amendment of this MOU, only a change to Addendum A Member Agencies or Addendum B Allied Agencies.

2.5 All Agencies shall be a part of the monthly IE RIP meetings and continue open communications with the Vendor to maintain the highest level of understanding of expectations on both sides to ensure the success of the IE RIP.

### 3. TERM

3.1 This MOU shall become effective upon execution by CONFIRE and at least one Member Agency or Allied Agency.

3.2 This MOU shall be binding upon all parties hereto, shall continue for a term of five (5) years, and shall automatically renew for one-year terms thereafter until such time as the Members Agencies agree to amend or terminate this MOU, in the manner set forth in this MOU.

### 4. ADMINISTRATION OF IE RIP VENDOR AGREEMENT

The Member Agencies designate CONSOLIDATED FIRE AGENCIES ("CONFIRE") as the MOU Administrator responsible for overseeing the administration of the Contract and funds for the Project(s).

#### 4.1 Vendor Contract

4.1.1 As the Administrator, CONFIRE entered into the Contract with Vendor on March 31, 2020 and as such is the named agency in the Contract, attached to this MOU as Addendum G.

4.1.2 CONFIRE shall oversee the implementation and operation of the Project.

#### 4.2 Funds

##### 4.2.1 Grant Funding

4.2.1.1 CONFIRE submitted for Urban Area Security Initiative ("UASI") grant funding for fiscal 2018, which must be expended on or before May 1, 2021.



CONFIRE also submitted for UASI grant funding for fiscal 2019, which must be expended on or before May 1, 2022. Such funds shall be utilized for the Project.

4.2.1.2 CONFIRE will continue to submit for grant funding for the Project.

4.2.1.3 CONFIRE will be responsible for completing any required documentation in compliance with said grant(s).

4.2.1.4 CONFIRE may contact Agencies for assistance with grants, which shall be detailed in a separate Addendum to this MOU.

4.2.2 CONFIRE shall notify Member Agencies of any required emergency work expenditures as soon as reasonably feasible. Payment for such expenditures shall be determined by the Member Agencies.

4.2.3 Any IE RIP costs not covered by grant funding, as set forth in 4.2.1, above, shall be apportioned according to the provisions outlined in Addendum D-Fiscal Responsibility.

#### 4.3 Administration

4.3.1 CONFIRE will bill the Agencies for costs associated with the Project as described in Addendum D Fiscal Responsibility.

4.3.2 CONFIRE and each Agency will enter into a separate contract to provide the administrative services described in this MOU. Unless otherwise agreed to by CONFIRE and the applicable Agency, the foregoing contract shall be substantiality in the form attached to this MOU as Addendum F – CONFIRE-Agency Agreement

### 5. VENDOR

5.1 Addendum G, entitled Form of Agreement – Contract between CONFIRE and the Vendor, sets forth the terms and conditions. Each Agency must be subject to and covered by the following terms of this Contract to participate in the Project:

5.1.1 Exhibit A-1 SERVICES-SCOPE OF SERVICES AND PROJECT SCHEDULE page 4

5.1.2. Appendix A to Exhibit A-1 page 8

2.1 Section 1-Tellus.Unify Standard Scope page 8

2.2 Section 2-Tellus.Unify - Professional Service Deliverables page 17

2.3 Section 3-Tellus.Unify – Implementation page 19

2.4 Section 4-Tellus.Unify-System Testing page 21

2.5 Section 5-Tellus.Unify – Customer Deliverables page 22

2.6 Section 6-Tellus.Unify – External System Dependencies page 25

5.1.3 Exhibit A-2 Licenses as a sub-licensee of CONFIRE

5.1.4 Exhibit E Incidence Management SLA Document

5.1.5 Exhibit G Escrow Account for Contractor Source Code

5.1.6 Exhibit H Master Escrow Agreement for Source Code Hardware maintenance and support services (“Maintenance”) set forth in Addendum G to this MOU.

5.2 As defined in Addendum G, the Vendor is responsible for providing Maintenance and technical support to the Project.

5.3 Prior to the Contract expiration, the Administrator, or other person or entity designated by the majority of the Member Agencies, shall negotiate a new contract with the Vendor or a new vendor to ensure continued IE RIP support. Any extension of the current Contract or new contract shall require approval of a 2/3 majority of Member Agencies. If a 2/3 majority of Member Agencies cannot agree on a new or renewed Contract, the MOU Administrator shall be authorized to enter into an agreement for continued Vendor support for six-month terms until such time as a majority of Member Agencies agree on a new contract.

## **6. MEMBER AGENCY OVERSITE**

CONFIRE as the Administrator will work closely with the Member Agencies to establish regular meetings, and special meetings as needed. CONFIRE along with the Member Agencies will have the ability to designate sub committees to address specific items as deemed necessary. Allied Agencies may attend any and all meetings as interested parties.

## **7. CAD INTERFACE AGREEMENT**

7.1 Any Agency requiring a CAD interface to connect to the System must establish an agreement with their Agency CAD provider and the Vendor.

7.2 Each Agency is responsible for any costs associated with the interface development, implementation, and any ongoing costs associated with their CAD interface.

7.3 CONFIRE is not a party to the CAD interface agreement. Each Agency shall provide a copy of the completed agreement to the Administrator of the Project.

## **8. IE RIP NETWORK CONNECTIVITY**

8.1 Agencies are responsible for purchasing and maintaining a network connection to the Hub.

This includes coordination with network vendors to obtain support with network connections to internal network systems, troubleshooting, and establishment of backup or alternative network connections as determined by the Member Agencies.

8.2 Each Agency is responsible for establishing a secure connection between the Hub fusionPLATFORM system and their connected CAD systems including:

- Establishing a high speed (10Mbps) network connection
- Configuring firewalls and ports
- Establishing network security
- Enabling authorized Vendor representatives to remotely access all project related systems including test CAD consoles

8.3 Agencies using only the Tellus Aware Portal will only need basic internet access in order to use the application. See Addendum C for information on the Tellus Aware Portal Product.

## **9. SHARING CONFIDENTIAL INFORMATION**

9.1 The purpose of this section is to set forth guidelines for the sharing of public safety related information between Agencies and to provide for the protection of sensitive and protected information from access by unauthorized parties.

9.2 Each Agency will have the ability to decide what information to share with other Agencies.

9.3 All Agencies agree to comply with all applicable rules and regulations established by Federal, State, local or tribal authorities regarding the access, use, storage, and release of confidential information obtained through various electronic means.

## **10. DISPUTES**

10.1 The Agencies shall discuss in good faith any disputes arising under this MOU, as it may be amended from time to time, to arrive at a mutually agreeable resolution.

10.2 If a mutually agreeable resolution cannot be reached through initial discussions, the parties shall participate in mediation before a mutually selected, neutral third party. Each Agency shall suggest one mediator, a mediator shall be selected from the list by lot. The cost of the mediator shall be shared equally among the Agencies.

10.3 If mediation is unsuccessful, the dispute may be addressed by any court of competent jurisdiction in Southern California. If any Agency becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

## **11. DEFAULT, TERMINATION OR WITHDRAWAL**

Unless an Agency's participation in this MOU ends as set forth in this Section, all Agencies will be bound by this MOU.

### **11.1 Default**

11.1.1 Any Agency that fails to perform any of its obligations under this MOU shall be deemed to be in Default ("Defaulting Agency"). The Administrator shall provide written notice of Default to the Defaulting Agency, specifying the nature of such Default and the steps necessary to cure such Default.

11.1.2 If the Default is not cured within ten (10) days of receipt of the written notice of Default or, where corrective action will require more than ten (10) days, if the Defaulting Agency fails to commence such action within ten (10) days and fails diligently to pursue such correction to completion, the Member Agencies by a majority vote, may terminate that Defaulting Agency's participation in this MOU. Written notice must be given of such termination, delivered by certified mail with return receipt requested, no less than twenty (20) days before the effective date of termination.

11.1.3 The terminated Agency remains liable for any and all payment(s), late charges and other financial obligations under this MOU for the balance of the current fiscal year's financial obligations. Any unpaid sums shall be paid within ten (10) days after the effective date of termination.

### **11.2 Withdraw**

11.2.1 An Agency may withdraw from this MOU without penalty by providing written notice to all Member Agencies. Notice must be provided by December 31 for withdrawal to take effect at the end of the then-current fiscal year (June 30). Notice provided after December 31 will take effect at the end of the fiscal year following the year in which notice was provided.

11.2.2 An Agency wishing to withdraw shall perform all obligations under this MOU until the withdrawal takes effect.

### **11.3 Payment Disputes**

Any payment dispute shall be resolved as set forth in Section 10 of this MOU.

### **11.4 A terminated Agency or an Agency that withdraws forfeits any claim to any assets of the Project.**

## **12. SEVERABILITY**

Should any part, term, portion or provision of this MOU or the application thereof to any person or in any circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby, provided such

remaining portions or provisions can be construed in substance to continue to constitute the MOU that the parties intended to enter into in the first instance.

### **13. ADMENDMENT**

This MOU may only be amended by 2/3 vote of all the Member Agencies. A Member Agency may initiate any proposed amendment by written request with supporting documentation for the proposed amendment, sent to each Member Agency.

Provided, however, no amendment approved by less than unanimous consent shall be effective until such time as the nonconsenting Member Agency has had an opportunity to withdraw from this MOU.

### **14. GOVERNING LAW**

The laws of the State of California shall govern and control the terms and enforceability of this MOU.

### **15. INDEMNIFICATION**

Each Agency shall defend, indemnify, and hold harmless the other Agencies, their governing boards, board members, officers, employees, volunteers and agents, from and against claims of liability for damages to the extent caused by negligent acts or negligent failure to act, or willful misconduct, related to the performance of this MOU by the Agency, or the Agency's governing Board, Board members, officers, employees, volunteers, or agents, except to the extent such loss or damage was caused by the negligent acts or negligent failure to act, or willful misconduct, of the other Agencies, or their governing board, Board members, officers, employees, volunteers or agents, or by any third party. This Section 15 shall survive termination of this MOU.

### **16. NEW AGENCY ON BOARDING PROCESS**

CONFIRE, as the Administrator, intends to coordinate with additional Agencies to join the Project. In the event that a new Agency joins the Project as set forth in Section 2.4 of this MOU, the following process shall be followed:

#### **16.1 Agencies numbering 4 – 10**

##### **16.1.1 On or Before September 30, 2022**

CONFIRE and the Vendor shall enter into an amendment to the Contract. Such Amendment shall include the following:

- The name of the Agency;
- The appropriate license and maintenance fees for the product selected by the Agency (Unify, Notify, Aware, or Aware Portal);
- The appropriate professional services for the product selected by the Agency; and
- The total cost for the appropriate license, maintenance, and professional services.

#### 16.1.2 After September 30, 2022

CONFIRE and the Vendor shall enter into an amendment to the Contract. Such Amendment shall include the following:

- The name of the Agency;
- The appropriate license and maintenance fees for the product selected by the Agency (Unify, Notify, Aware, or Aware Portal);
- The appropriate professional services for the product selected by the Agency; and
- Vendor shall provide a quotation for the appropriate license, maintenance, and professional services at its then current rates.

#### 16.1.3 Agency number 11 and Beyond

CONFIRE and Vendor shall enter into an amendment to the Contract. Such Amendment shall include the following:

- The name of the Agency;
- The appropriate license and maintenance fees for the product selected by the Agency (Unify, Notify, Aware, or Aware Portal);
- The appropriate professional services for the product selected by the Agency; and
- Vendor shall provide a quotation for the appropriate license, maintenance, and professional services at its then current rates.
- The cost, if any, associated with the addition of the Agency, which shall be mutually agreed to by CONFIRE and the Agency.

## **17. FISCAL RESPONSIBILITY OF AGENCIES**

### **17.1. Annual Fees**

17.1.2 Annual fees are identified in Addendum D Fiscal Responsibility and Addendum E Cost Sheets.

17.1.2 Annual fees shall be paid by the Member Agencies, beginning: (i) one year from the date of the System going live; or (ii) one year from the date the Administrator entered into the Contract, whichever is earlier.

17.2 Shared Annual fees shall be apportioned between each of the Agencies, based upon the apportionment set forth in Addendum D Fiscal Responsibility.

17.3 The apportionment shall be re-evaluated every year in January and shall be determined no later than March 15 of each year.

17.4 In the event that the Agencies cannot reach an agreement on the apportionment, the apportionment shall be the same as the previous year.

17.5 The Vendor shall invoice CONFIRE, who shall in turn invoice each Agency based upon the apportionment set forth in Addendum D Fiscal Responsibility.

17.6 The invoice shall be paid in accordance with timeframes detailed in the agreement between CONFIRE and the Agency. Should payment be more than 60 days late Agency shall be in default.

## **18. TECHNICAL SERVICE LEVEL SUPPORT**

The System will be managed by the System Administrator. The System Administrator has access to the full set up and configuration of the Hub and has the ability to set up the Agency Administrators and their permission levels. Both the System Administrator and the Agency Administrators will be trained to handle initial service support issues. The training will be conducted by the Vendor.

### **18.1 Process to Report a System Issue:**

18.1.1 Agency employee contacts their Agency Administrator to report the problem.

18.1.2 Agency Administrator conducts initial evaluation and attempts to resolve the problem.

18.1.3 If the Agency Administrator is not able to resolve the issue they will contact the System Administrator via either telephone and or email.

- 18.1.4 System Administrator will log the issue and attempt to resolve the issue.
- 18.1.5 If the System Administrator is unable to resolve the issue, he/she will open a ticket with the Vendor.
- 18.1.6 The System Administrator will be responsible to follow the ticket, assure a timely resolution and keep the Agency Administrator advised of the progress and or resolution.

## **19. IE RIP DEVELOPMENT PARTICIPATING AGENCIES**

We would like to acknowledge the following agencies for their assistance and input in developing the Project and working diligently to develop the MOU, develop the RFP and select the Vendor. This project would not be possible without your input:

AMR -Riverside  
AMR – San Bernardino  
Barstow Fire  
Chino PD  
CONFIRE  
Corona FD/PD  
CAL FIRE -Riverside  
CAL FIRE – San Bernardino  
Ontario Fire  
Ontario Police  
Murrieta FD/PD  
Riverside County Fire  
Riverside County Sheriff  
Riverside City Fire  
San Bernardino County Sheriff  
San Bernardino PD  
San Manuel Security Ops Center



**ADDENDUM A-MEMBER AGENCIES**

On this date of 10/14/2020 Inland Empire Regional Interoperability Project (IE RIP) has identified the following Member Agencies:

**CONFIRE**

Date: 8/29/2020

By: [Signature]

Print Name: ART ANDRETS

Title: DIRECTOR

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

Date: 10/14/2020

By: [Signature]

Print Name: Kenneth Ramirez

Title: Chairman

**City of Corona**

Date: 9/16/2020

**CITY OF CORONA,  
a California municipal corporation**

By: [Signature]  
Jacob Ellis  
City Manager

*BY*

**ATTEST:**

By: [Signature]  
Sylvia Edwards  
City Clerk

On this date of \_\_\_\_\_, Inland Empire Regional Interoperability Project (IE RIP) has identified the following additional Member Agencies:

**ADD ADDITIONAL SIGNATURE LINES HERE**

**ADDENDUM A-MEMBER AGENCIES (Additional Signatures)**

On this date of \_\_\_\_\_, Inland Empire Public Safety Operations Platform (IE PSOP) has identified the following additional Member Agencies:

**City of Chino**

Date: 7-7-21

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

Print Name: WES SIMMONS

Title: CHIEF OF POLICE

**ADDENDUM B-ALLIED AGENCIES**

IN WITNESS THEREOF, the parties hereto have agreed to abide by this MOU as an Allied Agency and the responsibilities required therein by their proper approving agency authorized signatures below:

**Agency:** \_\_\_\_\_ **Agency:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

## **ADDENDUM C-SELECTED VENDOR & PRODUCT**

Inland Empire Regional Interoperability Project (IE RIP) has selected CentralSquare/Tellus ("Vendor) to be the vendor of choice.

The Vendor will provide the following named products:

**Tellus Unify (full bi-directional, seamless integration to CAD)**

Additional Available Products:

**Tellus Notify (two-way, not integrated in CAD workflow, no pop-up notifications)**

**Tellus Aware w/ CAD Connection (one-way push of Agencies CAD information to HUB)**

**Tellus Aware Portal (no CAD Connection, view only)**

## **ADDENDUM D-FISCAL RESPONSIBILITY**

### **Proposed Grant Distribution (per available funds within grant period)**

- An Agency may request grant funding assistance
- Grant funding shall be provided on an as needed basis as determined by the Administrator.
- An Agency's costs as detailed in Addendum E shall be correspondingly reduced by the amount of the grant funding assistance provided to that Agency.

### **Annual Costs (All Agencies)**

- Each Agency is responsible for annual maintenance fees per the current Contract (see current pricing below).
- Each Agency will pay an equal share, not to exceed 10% of the annual hosting fee and escrow fee beginning year two.
- Each Agency will pay an equal share, not to exceed 10% of a CONFIRE Admin fee if assessed by CONFIRE (Total Admin Fee not to exceed \$50,000)
- Agencies subscribed to the AWARE Portal tier do not pay for the Cloud hosting or CONFIRE Admin Fees

Agency prices good for agencies 4-10 until Sept/2022

### **Current Cost Tables**

Current cost tables are located in Addendum E.

**ADDENDUM E- COST SHEETS**

These are the current cost sheets as of this date of \_\_\_\_\_.

<b>IE RIP CAD-TO-CAD PROJECT ONE (Agencies 1-3)</b>			
<b>PRODUCT: UNIFY</b>			
*note these costs do not include Non-Central Square CAD interface costs			
**Professional Services include: Project Mgmt, Installation, Configuration, Training, Go Live			
<b><u>Per Agency One Time Costs</u></b>		<b><u>Per Agency Annual Fees</u></b>	
Unify License Fee	\$55,000	Maintenance (not shared)	\$12,500
Professional Services Total	\$54,535	Cloud hosting and Escrow fees	
		10% of \$91,200	\$9,120
<b>Total</b>	<b>\$109, 535</b>	<b>Total</b>	<b>\$21,620</b>

<b>IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)</b>			
<b>PRODUCT: UNIFY</b>			
*note these costs do not include Non-Central Square CAD interface costs			
**Professional Services include: Project Mgmt, Installation, Configuration, Training, Go Live			
<b><u>Per Agency One Time Costs</u></b>		<b><u>Per Agency Annual Fees</u></b>	
Unify License Fee	\$57,750	Maintenance (not shared)	\$13,125
Professional Services Total	\$57,510	Cloud hosting and Escrow fees	
		10% of \$91,200	\$9,120
<b>Total</b>	<b>\$115,260</b>	<b>Total</b>	<b>\$22,245</b>

<b>IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)</b>			
<b>PRODUCT: NOTIFY</b>			
*note these costs do not include Non-Central Square CAD interface costs			
**Professional Services include: Project Mgmt, Installation, Configuration, Training, Go Live			
<b><u>Per Agency One Time Costs</u></b>		<b><u>Per Agency Annual Fees</u></b>	
Notify License Fee	\$52,250	Maintenance (not shared)	\$11,875
Professional Services Total	\$57,510	Cloud hosting and Escrow fees	
		10% of \$91,200	\$9,120
<b>Total</b>	<b>\$109, 760</b>	<b>Total</b>	<b>\$20,995</b>

**IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)**

**PRODUCT: AWARE W/ CAD CONNECTION**

\*note these costs do not include Non-Central Square CAD interface costs

\*\*Professional Services include: Project Mgmt, Installation, Configuration, Training, Go Live

<u>Per Agency One Time Costs</u>		<u>Per Agency Annual Fees</u>	
Aware License Fee	\$20,000	Maintenance (not shared)	\$7,500
Professional Services Total	\$39,710	Cloud hosting and Escrow fees	
		10% of \$91,200	\$9,120
<b>Total</b>	<b>\$59,710</b>	<b>Total</b>	<b>\$16,620</b>

**IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)**

**PRODUCT: AWARE PORTAL**

Web browser based - read only - CAD interface not required

<u>Per Agency One Time Costs</u>		<u>Per Agency Annual Fees</u>	
Aware License Fee (per site)	\$500	Maintenance (not shared)	\$100
<b>Total</b>	<b>\$500</b>	<b>Total</b>	<b>\$100</b>

## **ADDENDUM F- CONFIRE- AGENCY AGREEMENT**

### **CONSOLIDATED FIRE AGENCIES**

**IE RIP Project agency**  
**(XXXXXXXX)**

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the \_\_\_\_\_ (“Agency”), a \_\_\_\_\_ [insert entity type], as a [Select 1: Member Agency or Allied Agency]. CONFIRE and Agency may be individually referred to as a “Party” and collectively as the “Parties.”

### **EXHIBITS**

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

Exhibits include:

- Exhibit A:**     **Scope of Services**
- Exhibit B:**     **Compensation**
- Exhibit C:**     **Effective Date and Term**
- Exhibit D:**     **General Terms and Conditions**

### **INDEPENDENT CONTRACTOR**

- a.     **CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.**
- b.     **Neither Agency, nor any of Agency’s employees, shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.**
- c.     **Neither CONFIRE nor any of CONFIRE’s employees shall be considered officers, employees, agents, partner, or joint venture of Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Agency.**

### **SCOPE OF SERVICES**

CONFIRE shall furnish to the Agency the services described in **Exhibit A** (“Services”).



**COMPENSATION**

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

**EFFECTIVE DATE AND TERM**

The Effective Date and Term are set forth in Exhibit C.

**GENERAL TERMS AND CONDITIONS**

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

**NOTICE**

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

**To CONFIRE:**

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

**To Agency:**

[Insert entity contact information]

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

Consolidated Fire Agencies

[Insert Entity Name]

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

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

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

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

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

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

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

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

**Exhibit A  
to Agency Agreement**

**Scope of Services**

**CONFIRE shall provide the following services to the Agency ("Services"):**

**Administrative and fiscal oversight of the Inland Empire Regional Interoperability Project (IE RIP) CAD to CAD solution (Central Square Technologies, Inc) in accordance with the current agreement between CONFIRE and Central Square ("Vendor") (Exhibit A-1) and in accordance with the current version of the IE RIP Memorandum of Understanding (Exhibit A-2, excluding Addendum G). By way of illustration and not limitation, shall include:**

**Billing and collection of fees associated with the operation of the IE RIP CAD to CAD solution. Coordination of on-boarding process for new agencies to become users of the IE RIP CAD to CAD Solution.**

**Coordination of IE RIP MOU Member Agency Meetings and Committees, recordation of meeting agendas and minutes and maintenance of the IE RIP MOU.**

**Grant management for any grants secured by CONFIRE for the purpose of funding certain aspects of the IE RIP CAD to CAD solution.**

**Provision of dedicated staff to act as System Administrator for the IE RIP CAD to CAD solution in coordination with Vendor representatives and assigned points of contact from each participating agency. By way of illustration and not limitation, shall include:**

**Initial level of support based on the Service Level Agreement detailed in the Contract (Addendum G) between CONFIRE and Vendor.**

**As deemed appropriate by CONFIRE, provide trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.**

**In receiving the Services, the Agency shall do the following:**

**Provide CONFIRE and maintain current contact information for Agency representatives including administrative, operational and technical staff with decision-making authority regarding this Agreement and the IE RIP MOU.**

**For Member Agencies, appoint an authorized representative for IE RIP Member Agency Committees, as necessary.**

**Abide by all aspects of the IE RIP MOU**

**Abide by all relevant aspects of the Service Level Agreement contained within the contract between CONFIRE and Vendor.**

Exhibit B  
to CONFIRE - Agency Agreement

**Compensation**

Compensation shall be paid as follows:

**1. Administrative Fee:**

In exchange for the Services set forth in Exhibit A, commencing with the 2020/21 fiscal year, Agency shall pay CONFIRE annually an Administrative Fee. Such Administrative Fee shall not exceed \$5,000 in any year, which reflects 10% of the maximum Administrative Fee of \$50,000.00. Beginning in March 2021, CONFIRE shall determine if it will assess an Administrative Fee of up to \$50,000.00.

**2. Costs:**

One-Time costs:

Actual expenses paid by CONFIRE in excess of available grant funds to on-board an agency on the IE RIP CAD to CAD Solution

These costs shall be paid upon system acceptance per the specific project timeline.

Annual Costs:

- Annual maintenance fee for Agency per current Vendor contract.
- Equal portion of annual hosting and escrow fees per current Vendor contract as determined each March by the IE RIP Member Agencies, beginning March 2021. Such annual hosting and escrow fee, however, shall not exceed 10% of the actual cost.
- CONFIRE Admin fee as set forth above in this Exhibit B.

Annual Costs will be updated in March of each year by the IE RIP Member Agencies and published as "Exhibit B-1" to this Agreement and distributed to each participating agency by March 31 of each year.

One-time cost and annual fees will be billed separately: Payment is due within thirty (30) days upon receipt of the invoice.

**B. ADDITIONAL FEES:**

In the event that CONFIRE agrees to provide Agency with Additional Services, Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.

In the event that CONFIRE incurs additional costs or expenses as a result of Agency's delay or failure to comply with the terms and conditions of this Agreement, Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.



**FORM OF AGREEMENT**

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES**

**CAD-to-CAD Interoperability Software and Implementation Consulting Services**

This Independent Contractor Agreement for Professional Services (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE” or “Customer”) and CentralSquare Technologies, LLC (“Contractor” or “CentralSquare”) (together, they are referred to as “Parties”, and individually, as a “Party”).

This Agreement, which includes the attached Exhibits, sets forth the terms and conditions pursuant to which Contractor will design, deliver, install and integrate the System. The System also includes: (1) furnishing the Licensed Products; and (2) providing certain services described herein to 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:

Exhibit A-1: Scope of Services

Exhibit A-2: Licenses

Exhibit A-3: Central Square response to RFQ/P #2019CAD2 for Regional CAD to CAD Solution on behalf of Inland Empire Regional Interoperability Project and CentralSquare’s response to RFQ/P #2019 Functionality Matrix and CentralSquare Tellus Vendor Negotiation Matrix v10

Exhibit B: Compensation

Exhibit C: General Terms and Conditions

Exhibit D: Insurance

Exhibit E: Incident Management SLA Document

Exhibit F: Contract Provisions for Non-Federal Entity Contracts

Exhibit G: Escrow Account for Contractor Source Code

Exhibit H: Master Escrow Agreement for Source Code

Exhibit I: Changer Order Process

Exhibit J: Onboarding Additional Agencies Process

**2. EFFECTIVE DATE AND TERM**

- a. This Agreement shall take effect on March 31, 2020 (“Effective Date”).
- b. Contractor shall commence providing Services under this Agreement as soon as reasonably possible after the date indicated in Paragraph 2.a., above, and shall diligently perform all Services as set forth in this Agreement.
- c. The initial date of Go Live to include CONFIRE and two (2) Agencies operating CentralSquare CAD Enterprise systems, will be no later than May 1, 2021. Contractor is not responsible or liable for any delay



or failure of performance caused in whole or in part by any CONFIRE or participating Agencies' delay or failure to perform any obligations under this Agreement.

### **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, partners, 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 set forth in Exhibit A (inclusive of Exhibits A-1, A-2, A-3 and referenced appendices) of this Agreement ("Services") pursuant to the schedule set forth therein.

### **5. LICENSES**

Contractor hereby conveys the licenses set forth in Exhibit A-2 of this Agreement ("License").

### **6. COMPENSATION**

Contractor shall receive payment for the Services satisfactorily rendered and the License hereby conveyed as specified in Exhibit B of this Agreement ("Compensation").

### **7. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions, including funding Agency requirements, are set forth in Exhibit C of this Agreement.

### **8. INSURANCE**

Contractor shall procure and maintain insurance as set forth in Exhibit D of this Agreement.

### **9. 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  
1743 Miro Way  
Rialto, CA 92376  
Attn: Mike Bell

To Contractor  
CentralSquare Technologies, LLC  
1000 Business Center Drive  
Lake Mary, FL 32746  
Attn: Contracts



10. ESCROW ACCOUNT FOR CONTRACTOR SOURCE CODE

Upon payment of the applicable fees, Contractor shall place the Source Code for all the software provided to CONFIRE in an Escrow Account for the benefit of CONFIRE as set forth in Exhibit G to this Agreement.

11. LIMITATION OF LIABILITY

11.1 CONFIRE

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.

11.2 Contractor

Other than as provided in this Agreement, Contractor’s financial obligations under this Agreement shall be limited to Five Hundred Seventy Five Thousand Dollars and Zero Cents (\$575,000.00). Notwithstanding any other provision of this Agreement, in no event, shall Contractor be liable for any amount in excess of Five Hundred Seventy Five Thousand Dollars and Zero Cents (\$575,000.00), 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. Such limitation includes the compensation provided in this Agreement, the cost of procuring the services of Contractor, and the cost of reinitiating and completing a subsequent procurement process.

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

Consolidated Fire Agencies

CentralSquare Technologies, LLC

Date: March 31, 2020

Date: March, 30, 2020

DocuSigned by: Mike Bell
By: Mike Bell
Print Name: Mike Bell
Its: Director

DocuSigned by: Steve Seoane
By: Steve Seoane
Print Name: Steve Seoane
Its: President, Public Safety & Justice



**EXHIBIT A  
to INDEPENDENT CONTRACTOR AGREEMENT  
FOR PROFESSIONAL SERVICES**

**Exhibit A-1**

**SERVICES**

**SCOPE OF SERVICES AND PROJECT SCHEDULE**

**CAD DATA SHARING – Consolidated Fire Agencies Area Tellus.Hub Implementation Project**

**1. SOLUTION OVERVIEW**

This Exhibit A-1, as supplemented by: (i) Contractor’s representations in connection with its response to RFQ/P #2019CAD2 for Regional CAD to CAD Solution on behalf of Inland Empire Regional Interoperability Project and CentralSquare’s response to RFQ/P #2019 Functional Matrix (“Response”); and (ii) CentralSquare Tellus Vendor Negotiation Matrix\_v10 (“Negotiation Matrix”), set forth in Exhibit A-3 of this Agreement, sets forth the Services that Contractor will perform for CONFIRE pursuant to this Agreement.

Contractor has represented that it is the leading provider of bi-directional CAD-to-CAD interoperability through its Tellus.Unify™ implementation of Tellus.Hub™, and that this patented interoperability system utilizes an intelligent hub design to enable CAD systems to communicate directly with one or more other CAD systems and incorporates the interoperability information through the existing CAD consoles familiar to the dispatchers. Contractor has further represented that, upon the completion of the Services (excluding ongoing support), CONFIRE area CAD-Agencies (“Agencies”) will be able to share emergency incident related data electronically with each other.

The product to be deployed through the Services includes CONFIRE using the Enterprise CAD, and two other communication centers to be identified by CONFIRE at the initiation of the implementation phase of the project, who will be able to share emergency incident related data electronically with each other. These CAD systems will be integrated using the Tellus.Unify product to enable bidirectional sharing of incidents, unit updates, and unit locations.

References in this Exhibit A-1 refer to the “**E-TellusUnify-Standard Implementation Documentation-20200206**” attached to this Exhibit A-1 as Appendices.

Any references herein to “CentralSquare” refer to Contractor, and any references herein to “Customer” refer to CONFIRE.

**2. DELIVERABLES – LICENSING**

2.1. CentralSquare will provide CONFIRE with the following licensed software:

Qty	License Type	Description
3	Tellus.Unify™ Agency License(s)	Licenses for CONFIRE and two area Agencies to be identified by CONFIRE at the implementation phase of the project.



2.2. Standard Tellus.Hub Functionality For Project Implementation – CONFIRE is licensed to use the Tellus.Hub functionality as described in the SID “Section 1 - Tellus.Hub Standard Scope”.

2.3. Site-Specific Configurations – A discovery phase will take place that will identify site-specific configurations for Tellus.Hub. These will be documented in an Operational Scenarios Document (OSD) and signed off by the Customer before the configuration phase begins.

2.4. Customizations – No customizations are included outside of standard functionality already described.

### 3. DELIVERABLES – PROFESSIONAL SERVICES

3.1. Documentation - Standard professional services deliverables are documented in the following appendices:

- a) SID, “Appendix A – Section 2 - Tellus.Unify - Professional Services Deliverables”
- b) SID, “Appendix A – Section 3 - Tellus.Unify - Implementation”
- c) SID, “Appendix A – Section 4 - Tellus.Unify - System Testing”

3.2. Configuration Allowance – Licensed Agencies will receive training and the following number of configurations.

Configuration	Count
Business rules with associated filters	5
User groups with associated filters	5

3.3. Hours Allowance – CentralSquare commits to assist with configuration for the allotted time. Assistance time will be rounded up to the nearest hour. Incremental assistance of less than one hour per day will be rounded up to one hour.

Supporting Phase	Hours
Installation and Networking including Hub server software, and CAD interfaces	60
Project management including regular meetings, progress updates, and coordination between the customer and other third parties.	270
System setup and configuration including code gathering, code mapping, discovery, system requirements discovery, configuration and documentation. Customer training occurs during this effort.	170
End-to-end Testing, Configuration, and Rework, and Deployment	590

### 4. CUSTOMER DELIVERABLES

4.1. The Customer agrees to perform the functions in the SID, “Appendix A – Section 5 - Tellus.Unify - Customer Deliverables”





4.2. Server Hosting – CONFIRE will provide all required server hardware and host the on-prem HUB server cluster. The server cluster is designed to provide scalability and redundancy to the Hub solution. Typical server clusters contain one load balancer, two app servers, and three database servers. Discovery for server resources may change the requirements for this project. All components may be virtualized.

## 5. PROJECT TIMELINE LIMITATIONS

In order to maintain the forward progress of the implementation, select project periods are subject to the following limitations. Once the timeline limitation has been met, the deliverables for that period will be deemed automatically accepted and any associated milestones and invoicing will occur. A complete overview of project phases is found in the SID, "Appendix A – Section 3 - Tellus.Unify - Implementation". Defects that occur during implementation will be resolved following the processes outlined in the Incident Management Service Level Agreement with the Project Phase being paused while the defect is addressed.

Phase	Timeline Limitation
Phase 5: Customer End-to-End / Acceptance Testing	4 weeks, per Agency
Phase 6: Final Training – Deploy to Production	4 weeks
Phase 7: Reliability Period	4 weeks

## 6. ACCEPTANCE CRITERIA

CentralSquare and the Customer will use a standardized acceptance test plan for all work completed under this Statement of Work, Appendix A to this Agreement ("SOW") to confirm the system meets the functional requirements of the COTS Tellus.Hub system. Any defects that are raised will be prioritized as follows:

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re-starting and/or a database integrity error.
P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around.
Per industry standards, the system is considered ready for fielding when there are no known P1 or P2 defects.	
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority	This is a nuisance to the end-users, but is not a production-limiting problem.

## SUPPORT SERVICES

In accordance with the terms of this Agreement, Contractor will furnish the following Services to CONFIRE:

- a) Maintenance Releases: Each Maintenance Release will be provided to Customer by Contractor at the time of its general availability. Certain Maintenance Releases will be made available by Contractor for downloading to Customer's equipment. Other Maintenance Releases will be made available to Customer on media. One copy of each Maintenance Release will be made available to Customer for each



Product licensed. Each Maintenance Release is licensed to run only in the Customer Environment for which Customer has a current License. Customer shall implement each revision within ninety (90) days from receipt of notice in order to qualify for continued Technical Service Support.

- b) **Technical Service Support: Direct access to Contractor technical expertise, problem resolution support and critical problem escalation:**
  - i. **Level 1 Tech Support - Level 1 Tech Support is provided by a Customer in-house technical service designee (the "Super User"). This is a person(s) within the Customer organization who has completed training and is properly certified by Contractor in the Product to respond to the basic questions and needs of personnel of the customer organization.**
  - ii. **Level 2 Tech Support - Level 2 Tech Support is call-in support to Contractor' in-house technical service team and will be provided via online and/or phone support by a Contractor Technical Services Agent (the "Agent").**
  - iii. **Level 3 Tech Support - Level 3 Tech Support is onsite service.**
- c) **Hours of Service**
  - Monday – Friday, 8:00 am to 5:00 pm, Mountain Time. Agent on call after 5:00 pm for Priority 1 & 2 Incidents, as defined below
  - Saturday – Sunday: Agent on call for Priority 1 & 2 Incidents, as defined below
  - Holidays: Agent on call for Priority 1 & 2 Incidents, as defined in the Incident Management Document.
- d) **Service Contact**
  - Main Phone (801) 397-397, Option 2
  - Toll-Free (800) 517-0392
  - Email support@CentralSquare.com

1.1 **Limitations on Technical Service Support.** Customer agrees that its point of contact for maintenance and service of the Product will be to follow the Services Levels 1-3 as outlined above, and that Customer will designate Super Users to be trained by Contractor to act as liaisons between Contractor and Customer for technical service requests. Customer understands that hotline services for the Product subject to this Technical Services Agreement will be available to Customer through electronic mail communication or by telephone.

1.2. **Optional Services.** Services beyond regular Maintenance Release and Product Technical Support can be purchased at Contractor' then current rates which are in effect at the time that the Services are requested. The Services shall be invoiced and paid in accordance with the terms of the Agreement.

1.3 **Incident Management.** Contractor has documented its support guide for call handling in its Incident Management Process documentation, which can be found as an Exhibit to this Agreement or online.

1.4. **Maintenance of third-party software is not included in the Services nor is maintenance or support relating to any Exclusion.**



## Appendix A to Exhibit A-1– Section 1

# Tellus.Unify Standard Scope

The features listed below are available components within Tellus.Hub’s core functionality. Each feature requires effort to train personnel, discover needs, configure, test and deploy the system. Not all capabilities described herein will be deployed with every Unify project. Specific components and features of standard functionality to be included in each project are itemized in the Statement of Work. Features and components not listed in the Statement of Work are not included in the project. Additional customizations must be expressly detailed in the Statement of Work.

## 1. Business Rules, Filters, and Data Translations

1.1. Business Rules to Exchange Call and Unit Information – Tellus.Hub may be configured to share information automatically using business rules based on pre-defined criteria determined by the Customer. Each business rule identifies call or unit criteria which will act as a trigger to a subsequent information sharing action. Business rules are configurable without the need for customized coding or scripting.

- a) The following are supported criteria for triggering a business rule:
  - i. Call or unit meets the criteria of a defined Filter in Tellus.Portal
  - ii. Call or unit stops meeting the criteria of a defined Filter in Tellus.Portal
  - iii. Comment added to a call containing pre-configured text string or keyword
  - iv. External resource is requested. The call information will be shared with the CAD system that owns the requested physical resource.
  - v. Resource request is granted, denied, or cancelled
  - vi. Error (network or notification error) is received from an interface
  - vii. Unit is assigned or unassigned from a call
  - viii. Call or unit field updated
  - ix. Non-incident CAD message is received
- b) The following are actions that may be taken by a business rule:
  - i. Share a call
  - ii. Request a Resource
  - iii. Grant/Deny/Cancel a resource request
  - iv. Grant/Deny a resource request based on availability
  - v. Send an email or SMS alert to a user or user group
  - vi. Create an on-screen toast notification

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- c) The following are some sample scenarios that can be implemented using a business rule:
  - i. Dispatcher initiated comment of “##WV” triggers a call share with Wellsville Dispatch
  - ii. Call share triggers a comment to be added to the shared call containing the originating dispatch center and call number
  - iii. Resource request triggers an on-screen toast notification for a user group at the dispatch center owning the requested resource
  - iv. Network error when attempting a call share generates a toast notification at the corresponding dispatch center
- d) *Business rules require effort to define needs, configure, test, and refine. Even simple business rules may have unintended interactions with the connecting system or policies of the dispatch center. Testing is required to refine rules as necessary. The time associated will increase with the complexity of the business rule. Refer to the agreement to identify the number of Business Rules and the maximum effort to be expended by CentralSquare personnel to implement those rules.*

1.2. Filters – Filters are used to define criteria to be met for information sharing including business rules, restrict viewing for user groups, and other built-in configurations. Determining and configuring filter criteria is the responsibility of the Customer with assistance from CentralSquare.

- a) Filters may be created based on:
  - i. Incoming Common Data Mappings for Supported CAD Incident Fields as defined in this document
  - ii. Incoming Common Data Mappings for Supported Unit Update Fields as defined in this document
  - iii. Time and Date parameters
- b) The following are sample use cases for which filters may be used to restrict viewing or trigger business rules:
  - i. Calls originating from a particular dispatch center
  - ii. Calls mapped to a single or multiple common nature code(s)
  - iii. Calls of a particular discipline such as Law, Fire, or EMS
  - iv. Calls shared with other dispatch centers
  - v. Calls located in a particular geographic area (geofence)
  - vi. Units dispatched to shared calls
- c) *Filters are created through the standard menu-driven functionality of Tellus.Portal. Complex filtering scenarios may require additional effort involving defining needs, configuring the filter, test, and refinement.*

1.3. Code Mappings/Translations – Tellus.Hub includes the ability to translate incident and unit field values such as Call Nature between sharing CAD systems by mapping codes through a common code set. The customer is responsible to define the common code set, input local codes and map them to the common codes, and maintain the entire set of codes using the Tellus.Portal. Code mapping is supported for the following codes:

- a) Agency
- b) City
- c) Dispatch Center



- d) Nature
- e) Response Area / Zone
- f) Station
- g) Transport Destination
- h) Unit / Resource
- i) Unit Status
- j) Zone

1.4. *This document is limited to standard menu-driven code mapping functionality. Complex mappings that require custom scripts is not included as standard functionality. The following are examples of non-standard customizations which will need to be scoped separately:*

- a) *Using a combination of factors to determine which code to send on a shared incident. For example sending a Call Nature of "Structure Fire" for Fire calls and "Fire Assistance" for Law calls when a shared Incident has spawned two or more incidents in a separate CAD system.*
- b) *Changing the Call Nature based on which unit is requested.*

1.5. Custom Scripts – If customization is necessary, this will generally be done through the use of custom scripts. Writing of any custom script is not included as part of standard functionality and will be scoped separately.

## 2. Call/Incident Related Data

2.1. Supported CAD Incident Fields - The following CAD Incident fields are supported for sharing by Tellus.Hub. CentralSquare will not support fields that are not provided or accepted by the CAD system.

- a) Agency name
- b) Call Type (Fire, EMS, Police)
- c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
- d) Call Priority (P1, P2, P3, etc.)
- e) Street Address
- f) Apartment
- g) Building
- h) Cross Street
- i) Location name (Central Park, County Library, etc.)
- j) City
- k) State
- l) Latitude/Longitude (Decimal Format)
- m) Radio Channel
- n) Zone (Response area name)
- o) Caller Name
- p) Caller Phone
- q) Caller Address

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- r) Comments
- s) *Standard functionality is limited to sharing of text and translated codes. If the CAD system reacts in an undesirable way to updates (such as by spamming the narrative with unnecessary comments) the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.*

2.2. Updates and Synchronization of Shared Incident Data – Updates to the following event fields may be configured to share either as a direct update to the call record or as a pre-formatted comment added to the narrative.

- a) Call Nature
- b) Street Address
- c) Cross Street
- d) Apartment
- e) Building
- f) Radio
- g) Comments
- h) *Standard functionality is limited to simple updates of the call data. If the CAD system reacts in an undesirable way to updates (such as by spamming the narrative with unnecessary comments) the data field update causing the problem should be disabled. Services to provide more complex manipulation of data updates will need to be scoped separately.*

2.3. Address Validation – Each CAD system may store address location information differently creating the potential for shared addresses to not validate. It is expected that some addresses may not validate automatically and may require some manual intervention by a dispatcher to correct.

- a) *Standard functionality is limited to the exchange of text-based address fields. Services to provide more complex manipulation of address data such as changing “St” to “Street” in order to improve shared address validation will need to be scoped separately.*

2.4. Comment Sharing – Comments refers to any notes, remarks, or narrative entered in your CAD system that are sent to Tellus.Hub and potentially shared with other CAD systems. If implemented in the Adapter and supported by the CAD, sharing of comments can convey critical information and be very useful. However, excessive sharing of non-critical comments runs the risk of overloading dispatchers with unnecessary information. It is highly recommended to limit comment sharing using configuration options in Tellus.Hub.

- a) One of the following options may be used to determine how comments will be shared.
  - i. Only share comments that contain a key text string, such as “##SHARE”
  - ii. Removing comments that follow a specific pattern. This feature may be used to remove automatic system messages that are not useful to other dispatch centers.
  - iii. Share all comments (not recommended)
  - iv. Disable comment sharing entirely
- b) The Customer is responsible to configure Tellus.Hub to optimize comment delivery, including determining which text strings will be used to filter comments and adding them to the system.
- c) CAD system may have different sources of incident comments. For example a CAD may provide a static information from “Basic Notes” completely separate from a “Running Comment Log.” Usually only comments from the “Running Comment Log” are implemented in the Adapter shared by your CAD. The Customer, working with the Provider are responsible to configure that Adapter to share the appropriate comment data.



- d) Similarly, if there are confidential comments that should not be shared by your system, configurations can be set to block those from being viewed by other CAD systems or in the Tellus.Hub.
- e) *Due to inconsistencies in how each CAD system generates additional system comments as well as how each CAD processes comments and messages coming from Tellus.Hub, it is possible that some duplicate or redundant comments may result. While Tellus.Hub has been designed to reduce unnecessary comments as much as possible, some edge cases may still result in unwanted comments. Customizations needed to remove duplicate or unwanted comments outside of the standard features mentioned here will need to be scoped separately.*

### 3. Unit/Resource Related Data

3.1. Supported Unit Update Fields – The following unit fields are supported for CAD-to-CAD sharing by the Tellus.Hub system. CentralSquare will not support fields not provided by the CAD system.

- a) Agency
- b) Unit Number
- c) Assigned Call
- d) Status
- e) Time at Status
- f) Latitude/Longitude (Decimal format)
- g) Transport Destination (code)
- h) Station
- i) Location

3.2. Unit Status Sharing - Real-time unit status updates can be shared between connected CAD systems, including AVL data (if available) by mapping physical to external units in Tellus.Hub. (External means placeholder or virtual units defined in a system that represent a physical unit in another system.)

- a) Available/Unavailable – When a physical unit is assigned to a non-shared incident in the unit's owning CAD, other systems with an external mapping to that unit will receive unit status updates that the unit is unavailable. Otherwise, the true status of the unit will be shared with all systems that have an external mapping to that physical unit.
- b) True Unit Status – When a physical unit is on a shared incident, detailed unit updates (whether the unit is dispatched, enroute, arrived, etc.) will be shared with the other systems sharing incident.
- c) Unit Control – Once a resource request for a unit has been granted, either explicitly or implicitly, control of that unit is shared with the requesting system/agency. If implemented in the adapter and supported by the requesting CAD, the status of that unit can be set by the requester. A system-to-system message containing the updated unit status will be sent to the unit's owning system. If implemented in the adapter and supported by the owning CAD, the true status of the unit is updated.
- d) Limiting AVL Updates - Due to the potential for high volumes of unit status and AVL updates, CentralSquare reserves the right to restrict the frequency of such updates in order to maximize overall system performance.



- e) CAD System Dependencies Regarding Unit Statuses – Tellus.Hub is dependent on the adapter and the CAD system to provide and consume up-to-date information. Keeping unit information synchronized can be impacted by momentary network outages, system processing delays, or other temporary issues. It is not uncommon for units to occasionally be out of sync between systems for short intervals, but is quickly corrected by a subsequent successful unit status update. If a unit is requested by a system/agency in error due to out-of-sync unit information, denial of the resource request by the owning CAD system will override the out-of-sync status and notify the requester the unit is unavailable. Otherwise, manual dispatcher intervention may be required either through exchange of incident comments or a phone call.
- f) *This document is limited to sharing standard translated unit status updates and AVL data. The following are examples of non-standard customizations which will need to be scoped separately:*
  - i. *Sending different unit status updates based on the unit type being updated such as 'On Scene' for law units and 'On Scene Staging' for fire units.*
  - ii. *Sending fabricated progressive unit status updates in order to satisfy the unit status progression requirements of the target CAD system. For example, sending multiple unit status updates such as 'Dispatched', 'Enroute' and 'On Scene' in order to reflect a single status update of 'On Scene' from the sharing CAD. Handling these out-of-scope requirements should be part of the receiving CAD adapter.*

## 4. System Administration

4.1. System Administration - System Administrators have access to the full setup and configuration of Tellus.Hub for all connected CAD systems and participating agencies. Changes made by the administrator can potentially affect another agency inadvertently. For this reason, System Administrators should regularly consult and coordinate together before making configuration changes to Tellus.Hub.

- a) It is the responsibility of the Customer to determine which individuals will be assigned as System Administrators.
- b) When an administrator change is made, a log entry is created that describes the change made, the date and time, and the user that made the change.
- c) System Administrators have the ability to create new users and assign permissions.

4.2. User Administration – Users are administered at both the system and agency level. System administrators may create users and assign permissions for all users. Agency User Administrators, which are created by System Administrators, may only do so for the agencies to which they are assigned.

- a) It is the responsibility of the Customer to determine which individuals will be assigned as Agency User Administrators at the agency level.
- b) Some configuration settings may be reset for all users across all agencies. These include:
  - i. The amount of time that inactive calls are displayed
  - ii. The amount of time that toast notifications are displayed (if used)
  - iii. Users may change these settings on an individual basis if desired.
- c) User administration tasks such as creating new users and user groups, assigning permissions, resetting passwords, and Tellus.Portal configuration settings are the responsibility of the Customer.





- d) User groups may be configured using Filters so that only certain calls and units are visible. Incident comments may also be configured so that the incident is visible, but comments are not.

4.3. GIS Sources – Tellus.PORTAL supports the display of active calls and units on a GIS map view for situational awareness. Tellus.Portal provides GIS layer import tools for the Customer to import their own map files including but not limited to ESRI and other standard shapefiles and image files. The Customer is responsible for providing, loading, and updating the GIS map data for a single, consolidated view for all agencies connected to Tellus.Hub.

- a) *Beyond basic training and initial assistance in configuring GIS information in Tellus.Hub, all other GIS related effort is the responsibility of the customer.*

4.4. System Connections – Each system Adapter connects to Tellus.Hub over a secured connection provided and maintained by the Customer. For bidirectional interfaces an HTTP connection (<http://URL:port>) is required at each endpoint (Tellus.Hub side of the network and the Adapter side). All firewall configuration and configuring of ports is the responsibility of the Customer.

## 5. Data Retention and Backup

5.1. CAD for Data Retention – The Tellus.Hub provides call and unit information to each respective CAD system as the authoritative method for permanent data retention. The Hub is not designed as a data warehouse for long-term storage and retrieval. A separate interface may be used to send call and unit updates to a customer-provided database for long-term storage.

5.2. Data Purging – Portal administration provides a setting to purge data older than a certain number of days. This feature may be set to retain data indefinitely, but this is not recommended. Data purging occurs automatically without adversely affecting the system in production.

5.3. System Backups – System backups may be conducted manually in two ways using the Application Manager tool accessible from each app server.

- a) Backup procedures are provided for both rollback and full system restore scenarios. In the event of a system upgrade and subsequent rollback, a manual backup is conducted first. This backup may be easily restored by with a simple process of selecting the backup file and restoring it using the application manager tool.
- b) To prepare for a full system restore, CentralSquare will provide files and documentation to install the system on new or existing servers. A manual configuration export should also be conducted periodically to capture the most recent configuration updates. This configuration export is easily imported using the application manager tool. CAD interfaces will need to reconnect with new credentials from the newly restored system. In the case that the customer opts to conduct full database backups, a full database restore may take the place of configuration exports and imports.

## 6. Tellus.Portal Features

6.1. Overview - The Tellus.Portal is a thick client installed on a Windows-based workstation. The Portal is used to display call and unit related data as well as administrative tools for system configuration.

6.2. Call and Unit Display – Tellus.Portal displays call and unit information in the dispatch view in real-time. This includes separate list and map views of current calls and units as well as a call details view. The information contained here may be limited based on filters applied to each user group. Tellus.Hub includes the following tools for viewing call and unit-related information.

- a) Calls List – Displays currently open calls in a list view
- b) Call Details – Displays detailed information about a call including comments, connected calls, and assigned resources



- c) Units List – Complete list of units and current status
- d) Map View – Calls and units are shown on a map. Geofences and markers may also be created and shared with other user groups

6.3. Toast Notifications – Pop-up notifications that display in the lower-right corner of your screen and display call and unit information based on pre-configured business rules. These notifications may be used to bring attention to bidirectional call-sharing actions, or to bring bidirectional functionality to centers that may have a publish-only or no interface whatsoever.

6.4. User Preferences – Allow the user to adjust color schemes, when stagnant calls disappear from view, configure toast notifications, and enable/disable connection status monitoring.

6.5. Admin Alerts – Historical display of email and text message alerts that have been sent to your user.

6.6. Diagnostics and Log Views – Tools for troubleshooting and identifying information shared with each interface.

6.7. Connection Monitoring – The connection between each CAD system and Tellus.Hub is continually monitored by the CAD adapter through heartbeat transactions to detect network failures. Tellus.Hub also monitors system network connections through heartbeat transactions and network errors. Users are notified of detected disconnects in the following ways:

- a) If Tellus.Hub detects a potential disconnect such as lack of a heartbeat or a network error with any CAD system, a warning will display through the Connection Status Monitor in Tellus.Portal. A subsequent reconnect will remove this warning.
- b) If a CAD system has not transacted any updates to Tellus.Hub for a configurable amount of time, a warning will display through the Connection Status Monitor in Tellus.Portal. This may indicate that although the Adapter continues to share heartbeats with Tellus.Hub, it has lost the connection with its CAD system. A subsequent transaction will remove this warning.
- c) If the CAD detects a potential disconnect to Tellus.Hub it is responsible to notify its users through the CAD user interface.

6.8. Settings – System and user administrators access and adjust system settings including connections, business rules, filters, and user administration using the Tellus.Portal.

## 7. Information Sharing Redundancy

7.1. CAD-to-CAD sharing errors may result from various sources including the following:

- a) User error
- b) CAD system error
- c) Network Error
- d) Tellus.Hub error
- e) Administrator error
- f) Unforeseen circumstances

7.2. Personnel will be alerted to errors in the CAD-to-CAD process through one of the following methods:

- a) Automated alert from the CAD interface, using the messaging service built into the CAD system.



- b) Icon alert within the Hub Portal software indicating a communication error
- c) Message alert within the Hub Portal software indicating a communication error.
- d) Automated text message sent to a pre-defined individual or group.
- e) Automated email message sent to a pre-defined individual or group.



## Appendix A – Section 2

# Tellus.Unify - Professional Service Deliverables

CentralSquare commits to providing the following services according to the constraints and exceptions identified in this Agreement.

## 1. Project Management Services

CentralSquare will provide a project manager that will conduct regular project meetings for the purposes of updates and coordination. These meetings may have various purposes and include different Customer personnel, third-party system providers, and CentralSquare personnel during the course of the project.

## 2. Engineering Support

CentralSquare will provide engineering expertise as product experts for the purpose of supporting technical staff of Customer's and external system providers.

## 3. Tellus.Hub Initial Installation and Configuration

CentralSquare will provide support for the initial system configuration. This will include the following:

- 3.1. Installing the database and application server software.
- 3.2. Once network connections have been established between the servers by the customer, CentralSquare will establish software connections between each server.
- 3.3. Establish each environment such as Test, Training, and Production as set forth in the accompanying agreement.
- 3.4. Configure the connection parameters for each 3rd party system connection. Note it is the Customer's responsibility to ensure network connectivity between servers are established.
- 3.5. Load initial data mapping sets for the following codes. Note that mapping and translation of these codes is the responsibility of the customer.
  - a) Dispatch Centers
  - b) Agency
  - c) Nature / Response Type
  - d) Unit / Resource
  - e) Unit Status
  - f) Unit Type
- 3.6. *If the project involves joining a new dispatch center to an existing hub, or upgrading a publish-only interface to a bidirectional interface, some or all of these steps may have been already completed. The associated agreement will outline exceptions or additions to these steps.*

## 4. Training

CentralSquare follows a "Train-the-Trainer" approach to training. This method allows in-depth training to key individuals at each agency who will then provide training to the remainder of the users. CentralSquare Technical Support personnel will be available as a resource to Customer trainers through established Technical Support procedures as defined in the Agreement.



4.1. Tellus.Hub Administrator Training - CentralSquare will provide FusionPORTAL administrator training on how to monitor system health, manage groups and users, and make basic configuration changes. This training will be conducted remotely through a webinar.

4.2. Tellus.Unify User Training – CentralSquare will work with Customer trainers to advise them on incorporating CAD-to-CAD concepts into the Customer’s training courses for dispatchers and call takers. However, since the methods for interacting with CAD incident and resource sharing are dependent upon the Customer CAD configuration, training for the Tellus.Unify users is the responsibility of the Customer. It is expected that Subject Matter Experts (SME’s) will be sufficiently familiar with their operational procedures and Customer CAD configuration to conduct this training for their respective agency.

4.3. Tellus.Portal Training Videos – CentralSquare will provide the customer with access to training videos on essential Tellus.Portal features.

4.4. Training Documentation – Agency specific documentation of local sharing use cases and rules is the responsibility of the Customer.

## 5. Project Documentation

This SOW provides a foundation for the Tellus.Hub information and sharing project documentation. Detailed requirements will be determined during the discovery phase and may be recorded in the documentation listed below. It is agreed that all shared documentation can be exchanged in an electronic form, such as .PDF, .DOCX, .XLSX, etc.

5.1. List of CAD Codes - The Customer will provide a list of CAD codes and descriptions that will be mapped to those of other CAD systems through fusionPLATFORM. Common codes include incident status, nature, unit status, units, agencies, cities, and jurisdictions.

5.2. Code Mapping Document – Under the guidance of CentralSquare, Customer will provide a list of mappings of the CAD Codes provided above to a common code set provided by CentralSquare. The common code set in the fusionPLATFORM facilitates mapping and translation to other agencies’ codes, which is the responsibility of the Customer.

5.3. Test Scenarios – CentralSquare will provide a standardized list of tests for acceptance. Other tests can be suggested by the customer providing that they are within the scope of the accompanying agreement. These test scenarios will form the basis of training documentation.

5.4. Configuration Documentation - Documentation may be added directly into the configuration screens of the Tellus.Hub and is easily exported as text. This will serve as the primary form of technical documentation.

5.5. Product Manuals – User and System Administration Guides will be provided electronically.



## Appendix A – Section 3

# Tellus.Unify - Implementation

The Tellus.Hub implementation includes tasks to be completed by multiple stakeholders including CentralSquare, Customer personnel, and a 3rd party system Provider. The tasks below are an overview and will be refined in a detailed project plan with the Customer upon project kick-off. The payments for execution of the associated agreement, as well as Software License Certificate delivery and completion of other project milestones are detailed in the associated Payment Schedule.

## 1. Phase 1: Project Initiation

1.1. Milestone P1: Project Kickoff: A video conference-call meeting is held during which the project overview and deliverables are presented, and the project schedule is finalized. The project Kickoff will commence once necessary agreements between other Agencies have been completed and necessary work has been scheduled as described in the associated agreement.

## 2. Phase 2: System Setup

2.1. Phase 2a: CAD Provider Adapter Implementation and Configuration – This Phase includes the installation and configuration of the CAD Provider adapter by the Provider or by CentralSquare as defined in the associated agreement.

2.2. Phase 2b: Software Installation – Basic server configuration is added for each interface on the CentralSquare server hosted at the host location. Sample data may be used to demonstrate the ability to view data using the Tellus.Portal client. This phase may be executed simultaneously with other Phase 2 tasks.

2.3. Milestone P2: Software Installation and Commencement of Maintenance: Software Installation Complete marks the completion of the of the system setup phase. Messages are successfully being exchanged in a bidirectional fashion between Provider CAD system and Tellus.Hub. Tellus.Portal client software is delivered to the customer and connection to server is demonstrated. This marks the beginning of the maintenance period as defined in the associated agreement.

## 3. Phase 3: Discovery and Configuration

3.1. This involves gathering of business requirements, CAD codes, system configuration including code mappings on the Tellus.Hub. The Customer's Project Manager and Subject Matter Experts play a critical role during this phase. The results of this phase will be documented in the Operational Scenarios Document (OSD).

3.2. Milestone P3: Technical Capability Review: A technical capability review involving the CentralSquare and Customer project managers will mark the completion of the Discovery and Configuration Phase. It will include a joint walk through of the OSD and concludes in agreement and approval of the requirements it contains.

## 4. Phase 4: Provider End-to-End Testing

4.1. This phase begins upon completion of all Phase 2 events and includes an isolated test of the CAD Provider adapter using CentralSquare's CAD simulator. This will be followed by end-to-end testing between the Provider CAD and other CAD systems as required in the OSD. If a dependent CAD system is not ready for end-to-end testing, this phase may be suspended until ready or the portion of the test can be deferred to allow Provider End-to-End testing to proceed.

4.2. Milestone P4: Provider End-to-End Testing: Meeting all of the Adapter and CAD Provider testing requirements as defined in the OSD marks the completion of this phase.



## 5. Phase 5: Customer End-to-End Testing/Acceptance Testing

5.1. This phase begins upon completion of the Provider End-to-End Testing phase. This phase is completed with Customer approval of all successful tests defined in the Operational Scenarios Document (OSD) documented earlier.

5.2. It is during this phase that the Customer gains close familiarity with the CAD-to-CAD and the Tellus.Hub related functionalities. Expanded Standard Operating Procedures (SOP'S) are more fully defined and tested by the Customer during this time. This is a Customer driven phase with assistance from CentralSquare. Changes required for customer SOPs are out of scope unless detailed in the original OSD.

5.3. Milestone P5: Acceptance: Acceptance Testing Complete marks the completion of this phase. Acceptance testing of usable system is completed prior to deployment.

## 6. Phase 6: Final Training-Deploy to Production

6.1. Upon completion of Acceptance Testing, preparations for deployment may begin. A migration plan will be defined and executed. The Customer will train its own dispatchers from expanded SOPs defined during Phase 4. After the Customer-led training is complete, the system is deployed. Tellus.Unify has the ability to deploy functionality on a case-by-case basis. Your migration plan may, for example, first deploy bidirectional unit status updates followed later by automated call sharing.

6.2. Milestone P6: Go-Live: Successful migration of any portion of the bidirectional system to production. This completion of the burn-in period and transitioning project to CentralSquare Technical Services for support, officially ends the project and the associated agreement.

## Phase 7: Reliability Period and Warranty Period

7.1. Once any portion of the system is deployed in a bidirectional state (Go Live), a thirty (30) day Reliability Period begins. If critical P1 or P2 defects are discovered in the CentralSquare system, the Reliability Period is paused. Once CentralSquare notifies the customer of a resolution, the Reliability Period proceeds from the point it left off. After the Reliability Period concludes this SOW project will be completed and ongoing support will be provided by CentralSquare Technical Services.

7.2. Milestone P7: Reliability Period Complete: Completion of the Reliability Period occurs after thirty (30) days from the date of Go Live without the occurrence of P1 or P2 defects. Warranty Period: For the longer of one (1) year from the date of Go Live or for so long as Customer is current with payment of Fees, Tellus warrants that the Products, as delivered and when used in accordance with the Documentation and Tellus specifications, (a) will be free of material programming defects and (b) will perform materially in accordance with the Documentation.



## Appendix A – Section 4

# Tellus.Unify – System Testing

Tellus.Unify is the full bidirectional implementation of the Tellus.Hub. System testing will be conducted throughout the project in three distinct phases and a warranty period. These are described below:

### 1. Isolated CAD Adapter Testing

This testing will be conducted simultaneously with other implementation tasks and will largely involve CentralSquare engineers and the Provider implementing its Adapter. This testing will use a Test Environment in fusionPLATFORM, and test instances of the CAD system and Adapter. CentralSquare will use a CAD Simulator to test all aspects of the connection between fusionPLATFORM and the Provider's Adapter and CAD system. Testing support from the Provider and assistance from the Customer are required. A login to Test CAD systems with its Adapter connected to fusionPLATFORM is required by CentralSquare to complete this testing.

### 2. Provider End-to-End Testing

This testing will be conducted once the Isolated CAD Adapter Testing is complete for each CAD system that is required to meet the incident and resource sharing requirement defined in the Operational Scenarios Document. It will involve CentralSquare engineers and the CAD providers. The Customer will be involved minimally where necessary. A login to Test CAD systems with each CAD Adapter connected to Tellus.Hub is required by CentralSquare to complete this testing. The testing period will be paused for resolution of P1 & P2 defects as defined in the associated agreement. Defects found in the Adapter for each CAD system may also pause the testing period. CentralSquare and Customer will expedite where possible the resolution of any Provider defects. If not resolved by the Provider, Customer and CentralSquare will revise the requirements documented in the Operational Scenarios Document.

### 3. Customer End-to-End Acceptance Testing

Once the Provider End-to-End Testing is complete and the Test system, including all Adapters are operational, and CentralSquare has recommended the system as being ready for release to the Customer, acceptance testing will be conducted by participating customer agencies under CentralSquare supervision. These tests will follow the test scenarios mutually agreed in the Operational Scenarios Document defined during the discovery phase. Once the requirements of the Operational Scenarios Document have been demonstrated without any P1 or P2 defects, Customer will agree to accept the system, or if there are no outstanding P1 or P2 defects, CentralSquare may declare the system complete within 15 calendar days of the demonstration.

### 4. Move system to Production – Start Warranty Period

This phase begins at the conclusion of the Customer End-to-End Acceptance. CentralSquare and the Provider will prepare a migration plan to move all components of the system into production. Customer must approve that plan before migration begins, which approval will not be unreasonably delayed.





## Appendix A – Section 5

# Tellus.Unify – Customer Deliverables

In order to expedite the project implementation timeline and maximize the benefit of the product, the Customer agrees to the following. This document will be accompanied by an agreement which will govern the supported features and any additions or exceptions to this document.

### 1. Project Manager (PM)

Customer will ensure that a representative is designated as its Project Manager. The Customer's PM's primary responsibilities will be to ensure that individuals and tasks identified in this document are carried out in order to complete the implementation in a timely fashion. The Project Manager should become the interim fusionPLATFORM Administrator following completion of the project.

### 2. External System Adapters

The Customer and participating agencies are expected to contract directly with their CAD system provider for all licensing, professional services and ongoing maintenance related to the respective Adapter to their CAD system. The licensing and implementation costs of this Adapter are not included in the associated agreement and are to be borne separately by the Customer. It is the responsibility of the Customer to finalize all contract arrangements with the external system providers before CentralSquare begins work on the associated agreement.

### 3. Regional Coordination

CONFIRE will serve as the administrative sponsor along with representatives from each participating Agency. This group forms the Inland Empire Regional Interoperability Project (IE RIP). CONFIRE will coordinate with the IE RIP Agencies to address policy decisions related to this project as well as to support ongoing sustainability of the delivered system. Such coordination shall occur early in the project to mitigate the risk of project delays due to policy decisions that may need to be addressed.

### 4. Testing Coordination

It is difficult to predict the time needed to accomplish sufficient testing because of a number of unknown factors (for example: readiness of technology partners, well defined customer goals, consistent participation of testers). Since Customer has a uniquely positioned relationship with all participating technology providers, it is the Customer Project Manager's responsibility to coordinate all testing sessions for this project. CentralSquare will provide guidance and direction for the needed testing sessions during the appropriate phases of the project.

### 5. Subject Matter Experts (SME)

Customer will ensure that personnel are assigned to serve as the Subject Matter Experts (SME) for all agencies that will provide input and feedback throughout this project. Ideally, this will be a CAD Administrator and one or more Dispatchers with a detailed understanding of the daily operations of the dispatch center. Members of this group should remain consistent throughout the project. The SMEs will be required to attend scheduled meetings and work sessions with CentralSquare and the PM. Responsibilities include but are not limited to:

- 5.1. Documenting common incident-sharing scenarios and business processes
- 5.2. Providing lists of units, codes, and descriptions
- 5.3. Mapping units and codes to the common code set in Tellus.Hub
- 5.4. Assistance in the development of the collaborative documentation
- 5.5. Documenting test scenarios to be included in the OSD for final acceptance
- 5.6. Assistance during testing and troubleshooting



## 6. Network Connections

Customer is responsible for establishing a secure connection between the fusionPLATFORM system and the connected CAD systems including:

- 6.1. Establishing a high speed (10Mbps) network connection
- 6.2. Establishing network security
- 6.3. Configuring firewalls and ports
- 6.4. Enabling authorized CentralSquare representatives to remotely access all project related

systems including test CAD consoles

## 7. Memorandum of Understanding

Customer is responsible for obtaining any agreements necessary for the sharing of CAD data from, and with, all participating CAD systems as required by each agency's policy.

## 8. Agency Specific Training

CentralSquare will provide training related to the Tellus.Portal console and administrator user training. All training related directly to dispatch operations will be conducted by the Customer.

## 9. Test Environment

Customer is responsible to provide a test CAD environment including the installation of CAD interface and API that adequately mirrors Customer's production CAD environment, with associated test data that is capable of interfacing with Tellus.Hub. The test environment will connect to the same Tellus.Hub server as the production environment, located at the host facility.

9.1. Failure to provide a complete test environment, as described herein, will introduce overhead, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through the Change Order process.

## 10. Remotely Accessible Test CAD Console

Customer is responsible for providing CentralSquare personnel with remote access to a CAD console, and sufficient training that can be used for testing with fusionPLATFORM for each CAD system. The console will be accessible to CentralSquare personnel during normal business hours and with login credentials that are capable of adding and modifying incidents in order to conduct end-to-end system testing. The test CAD console should be configured to match the production system.

10.1. The test CAD console allows CentralSquare personnel to rapidly implement and test functionality as needed while limiting the involvement of agency personnel until acceptance testing. Lack of a remotely accessible test CAD console will require a dedicated Customer tester to be available on short notice to conduct testing session. Failure to meet this requirement will result in additional incurred costs to be billed at the hourly rate stated in the associated agreement.

## 11. VPN Access For Testing and Maintenance

Customer will provide CentralSquare engineers with Remote Desktop Protocol (RDP) access via VPN over a 1.54Mbps (T1) or better connection, or other equivalent remote access in order to support rapid development and debugging during the testing period. VPN access should be generally available throughout the project and not require setup for specific work sessions. The VPN services are to be provided by the Customer.

11.1. Delays incurred due to lack of acceptable remote access will delay the completion of the project.

11.2. Failure to provide acceptable remote access to the test CAD Console will require a suspension of the project and a reengagement fee once access is obtained.



## 12. Timelines and Shared Responsibilities

The Tellus.Unify project plan distributes responsibilities between multiple parties. Following the plan will deliver a highly functional solution. The agreed upon fees in the associated Pricing Schedule is dependent upon close and timely coordination and cooperation of all parties. Delays in Customer and/or third parties assigned duties not only impact this Project but other CentralSquare projects also. Delays caused by the Customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. In the event the Customer or Provider has not fulfilled their responsibilities as outlined in the Customer Deliverables, CentralSquare may exercise its right to suspend this project in accordance with the "Customer Obligations" terms set forth in the Professional Services Agreement.

12.1. The CentralSquare project manager will track the time expended of CentralSquare resources on implementing this agreement. Time in excess of this budget will be reviewed by CentralSquare and Customer. Customer agrees to pay additional professional services fees as provided for in the agreement for overages determined to be the result of additional effort outside the scope of this agreement.

## 13. Data in Transit

The Customer is responsible for the security of data in transit between the Tellus.Hub and the integrated Adapters and interfaces (e.g. CAD and the CAD system) by implementing practices acceptable to all participants (e.g. VPN tunneling, secure network circuits).

## 14. Data at Rest

The Customer is responsible for the security of data at rest by way of physical security of the hosting location of the Tellus.Hub.

## 15. COTS System

Tellus.Hub is a configurable Commercial-Off-The-Shelf (COTS) product. The Customer has evaluated the functionality and capabilities of the fusionPLATFORM system. Configuration changes and effort spent analyzing defects in the operation of the fusionPLATFORM environment will be performed as tasks under this SOW. Any customizations or enhancements to existing functionality may be requested through a Change Order process, as set forth in Exhibit I of this Agreement.

## 16. Background checks or clearance processes

16.1. Customer will not assess CentralSquare any fees for processing background checks or security clearances that CentralSquare employees may be subjected to in order to access agency sensitive systems or data either on site or by way of remote connection. In addition, the Customer will not require any travel from CentralSquare employees for the express purpose of completing any security clearance process. CentralSquare employees will provide the needed information (e.g. completed forms, fingerprints, identification, etc.) and provide them to the Customer in a timely manner. The Customer will expedite the processing of background checks and clearances to minimize project delays.



## Appendix A – Section 6

# Tellus.Unify – External System Dependencies

The ability of Tellus.Unify to perform its functional requirements depends on the external systems' ability to do the following:

## 1. Tellus.Unify Adapters

Unify (bi-directional) Adapters to external CAD systems should support the following capabilities:

- 1.1. Continuously provide and receive updated CAD incident and unit status data to and from the Tellus.Hub
  - a) Share/receive new incidents
  - b) Update data fields on current incidents
  - c) Update dispatcher comments
  - d) Assign units/resources to current Incidents
  - e) Provide unit status updates including AVL data
  - f) Present information to the CAD operator in an appropriate way
- 1.2. Continuously provide and receive updated unit information to and from the Tellus.Hub
  - a) Unit assignment to incidents
  - b) Unit status updates
  - c) Send and receive unit requests
- 1.3. Connection notices - Provide connection and failure notices to the dispatcher when a prolonged disconnect or outage is detected.
- 1.4. Synchronize (refresh) active CAD data upon connecting including current CAD incident data and unit status data.

## 2. Other Considerations:

2.1. Functionality - Data, functionality, and operational incongruences between the connected CAD systems may limit the level of interoperability achievable. Although the Tellus.Hub may support certain capabilities, CentralSquare cannot provide functionality that the external system does not support. In cases where there is a gap between needs and what the CAD system is able to provide, converting data to comments or other methods may be used but certain limitations will naturally be beyond Tellus.Hub's ability to work around.

## 3. External system Adapter requirements

3.1. The dependencies listed in this section are an overview and are for general awareness. The Tellus.Hub SDK provides a more complete set of detailed requirements for the external system's Adapter. The Customer should require the provider to comply with all requirements of the SDK.



**Exhibit A-2**

**License**

**SOFTWARE LICENSE PROVISIONS & WARRANTY**

**Software License Provisions**

- 1.1 In consideration for, and subject to, the payment of the license fee(s) specified in Exhibit B of this Agreement, and the other promises, covenants and conditions herein, CONFIRE and/or the Agencies are hereby granted the following licenses to the software furnished in connection with this Agreement (the "Software" or "Application Software" or "Contractor Application Software"):
  - 1.1.1 The CONTRACTOR APPLICATION SOFTWARE: A nontransferable, nonexclusive right and license to Use the CONTRACTOR APPLICATION SOFTWARE and its association Documentation for said Software for CONFIRE'S and/or the Agencies' own internal use for the applications described in the Scope of Services, at the Designated Location, in the quantity set forth in Exhibit B, "Compensation". CONFIRE may make additional copies of the CONTRACTOR APPLICATION SOFTWARE as reasonably required for archival, or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with the Confidentiality provisions of the Agreement.
  - 1.1.2 Each copy of the CONTRACTOR APPLICATION SOFTWARE provided under this license may be used on only one Primary Computer System at any one time.
- 1.2 Software may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses. Notwithstanding the above, CONFIRE and/or the Agencies shall be entitled to use Software at the applicable Designated Location for the purpose of the application(s) described in the Scope of Services. The Software shall not be used for other than the application(s) described in the Scope of Services.
- 1.3 CONFIRE and/or the Agencies shall not use, copy, rent, lease, sell, sublicense, create derivative works, or transfer the Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable software license agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license.
- 1.4 The Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code, except as set forth in Exhibit(s) G and H of this Agreement. Without limiting the generality of the foregoing, CONFIRE is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to such Source Code, even if such Source Code is loaded on the Hardware unless pursuant to the terms of Exhibit(s) G and H of this Agreement. The loading and/or using of Source Code to any Software by Contractor its employees, agents or Third Party vendors on the Hardware or any other computer system equipment at the Designated Location or any other location associated with CONFIRE or the Agencies shall not constitute a waiver of this provision, or any express or implied license or other permission to copy, use or exercise other rights to the Source Code.



- 1.5 CONFIRE or the Agencies may not export any Software or Documentation outside the United States without further written agreement of CONTRACTOR or the applicable Third Party vendor. In the event of such agreed export, CONFIRE agrees to comply with the requirements of the United States Export Administration Act of 1979 and any amendments thereto, and with all relevant regulations of the Office of Export Administration, U.S. Department of Commerce.
- 1.6 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable software license agreements.
- 1.7 CONFIRE may surrender any software licenses provided in connection with this Agreement at any time by performing the actions described in the Termination provisions of this Agreement, or the applicable software license agreement. Such surrender shall not affect CONTRACTOR'S right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

## Warranties

**1. Warranty of Title.** Contractor warrants that it holds title and/or copyright to all Contractor Application Software licensed and delivered pursuant to this Agreement. Contractor warrants that the software furnished pursuant to this Agreement shall be delivered to CONFIRE and Agencies free of any rightful claim of any third party infringement of any United States patent or copyright. CONFIRE shall promptly notify Contractor of the receipt of any claim that the equipment or software infringes a United States patent or copyright. Contractor shall, at its own and sole expense, defend, and may settle, any suit or proceeding against CONFIRE pursuant to this Agreement. CONFIRE will provide Contractor information, assistance, and exclusive authority to settle defend on behalf of CONFIRE, at Contractor's expense. CONFIRE reserves the right to be actively involved in any litigation arising under this Paragraph.

If, in any such suit arising from such claim, the continued use of the software by CONFIRE is enjoined by any court of competent jurisdiction, Contractor shall, at its own expense, either (i) procure for CONFIRE the right to continue using the software; (ii) modify the software so that it becomes non-infringing; or (iii) replace the software or portions thereof so that it becomes non-infringing. The option chosen by Contractor shall be one that allows CONFIRE to resume affected operations at the earliest possible time from the enjoinder.

- 1.1 **Contractor Application Software.** Contractor warrants that, during the Warranty Period, the Contractor Application Software will perform in substantial conformity with the Specifications. If, during the Warranty Period, CONFIRE determines that a warranty defect exists in the Contractor Application Software, CONFIRE shall notify Contractor in accordance with Exhibit E of this Agreement, "Incident Management SLA Document".
  - 2.1.1 The initial term of Software Support for the Contractor Application Software shall begin at Go Live and continue to the end of the Warranty Period and includes 24/7 Telephone Support, Updates as they are released, and correction of Software Errors, as more fully described in Exhibit E, "Incident Management SLA Document".
  - 2.1.2 Contractor further warrants and represents that the Contractor Application Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or



otherwise disabling the Contractor Application Software. (Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of paragraph 2.2.5, below, shall constitute the agreement of the parties with respect to viruses. CONFIRE'S sole remedy with respect to the foregoing warranty shall be to receive an Update to the Software that does not contain any of the above-described routines or devices.

- 2.2 If the Contractor Application Software is unable to function as warranted due to any one or more of the following factors, additional charges may be imposed by Contractor for actions necessary to correct or work-around such factors during the Warranty Period, or any term of annual Software Support:
- 2.2.1 Modification of the Contractor Application Software, System Software or Equipment by CONFIRE or a third party unless permitted hereunder.
  - 2.2.2 Misuse or neglect, including without limitation failure to use the Contractor Application Software as described in the Documentation, or other instructions provided by Contractor.
  - 2.2.3 Software not provided by Contractor, not approved by Contractor in writing or not specified as compatible in the Documentation, which software causes the Contractor Application Software to malfunction. (The procedures for loading third party software on a Workstation are set forth in the System Planning Document supplied as an early deliverable of this project. As provided in said provision, software that is not provided by CentralSquare shall not be loaded on a Server.)
  - 2.2.4 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of CONFIRE to provide and maintain the site and facility requirements described in the System Planning Document, or the use of "clones" (generic "look-alike" equipment) as substitutes for the Equipment.
  - 2.2.5 Computer viruses that have not been introduced into CONFIRE'S system by Contractor. CONFIRE shall maintain up to date virus checking software and shall check all software received from Contractor or any other person or entity for viruses before introducing that software into any part of the System including, but not limited to, Workstations or Servers. If desired by CONFIRE, Contractor will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by Contractor, Contractor will provide a virus-free copy of the Contractor Application Software, and will, at its expense, reload said software (but not CONFIRE'S data) on CONFIRE'S Equipment. CONFIRE shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the System to mitigate the consequences of any virus.
  - 2.2.6 Equipment or Software provided by third parties with which the Contractor Application Software interfaces or operates (including but not limited to System Software), including but not limited to problems caused by changes in such Equipment or Software. If such changes occur which require modifications or other actions with respect to the Contractor Application Software, such modifications or actions shall (unless identified in Exhibit B as a line item in this Agreement) be subject to the mutual written agreement of the parties, including but not limited to, additional charges by Contractor at its then current rates for engineering and technical support.



- 2.2.7 After the Warranty Period, Contractor's obligations with respect to operation of the items purchased and/or licensed hereunder shall be as specified in Exhibit E, "Incident Management SLA Document".
- 2.3 Problems in the Contractor Application Software or transmission of data caused by wireless services are not warranted by Contractor or covered under the terms of this Agreement. CONFIRE'S use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at CONFIRE'S sole risk.
- 2.4 CONFIRE is responsible for maintaining the required certifications for access to CONFIRE'S state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.
- 2.5 Equipment, System Software and Subcontractor Hardware and Software, and any other items provided under this Agreement and not manufactured by Contractor (collectively "Third Party Items"). Third Party Items are warranted by the manufacturers or Vendors thereof, not by Contractor. Contractor shall pass through to CONFIRE any warranties on Third Party Items granted to it. If, during the warranty period for Third Party Items CONFIRE determines that they do not perform as warranted, CONFIRE shall contact Contractor using the procedures described in Exhibit E, "Incident Management SLA Document". Contractor shall perform Help Desk functions by receiving calls and providing reasonable assistance to CONFIRE in determining the causes of the reported problem and in assisting CONFIRE in making claims under applicable third party warranties. Notwithstanding the foregoing, CONFIRE warrants that, during the Warranty Period for the Contractor Application Software, the Contractor Application Software shall be compatible with the Third Party Items (i.e., shall communicate, share data and otherwise work together without additional software or hardware not provided under this Agreement) provided that all Subsystem components are used and maintained by CONFIRE as specified or instructed by Contractor, or the respective Vendors thereof, provided further that such items have not been changed since the Delivery thereof such that the Contractor Application Software is no longer compatible without modification.
- 2.5.1 Notice: The design of keyboards, computer desks, chairs and other items in the workplace ("ergonomic characteristics") affect the comfort, efficiency and safety of such items with respect to people who use them. Such ergonomic characteristics are determined by the manufacturer of such items, and the manner of their use in the workplace. To the extent allowed by law, Contractor disclaims all warranties, express or implied, with respect to the ergonomic characteristics of said items. CONFIRE shall adopt and regularly practice generally accepted workplace safety practices to promote safety and prevent injury from the use of such items and shall hold Contractor harmless from and against all claims, actions or proceedings related to the ergonomic characteristics of such items and injuries related to or caused therefrom.
- 2.6 Except as otherwise set forth in this Agreement, and only to the furthest extent permitted by law, **CONTRACTOR MAKES AND CONFIRE RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**





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## Exhibit A-3

The Contractor's representations in connection with its Response and Negotiation Matrix, set forth in this Exhibit -A-3, represents Contractor's minimum representations regarding the Services and the License. In the event that the Services or the License as described in the Negotiation Matrix exceeds the Services or the License as described in the Response, the Services or the License as described in the Negotiation shall govern in such respects.

Central Square warrants that the:

1. Items listed as "Existing Functionality" in the Response shall be met as described in the Response.
2. Items: FT1, FT 2, FT3, FT105 listed as "Under Development" in the Response shall be available no later than May 1, 2021.



**EXHIBIT B**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

## Pricing Assumptions

Statement of Work Reference. This Pricing Schedule corresponds with the included Statement of Work (SOW).

Statement of Work Deliverables: All Deliverables in the Statement of Work are included in the price detailed below. The first-year Cloud/Hosted fees, implementation fees, and technical services are included in this price.

Out of Scope Configuration and Implementation Services: All Configuration and Implementation Services requested by CONFIRE during this project that fall outside the scope of the referenced statement of work will be at a labor rate of \$1,600/day plus travel expenses (cost plus 20%) and the current per diem rate for the area as defined by GSA.

- a) Any day requiring travel to, travel from, or presence at or near the customer's location will incur a full 8-hour day of labor for each person.
- b) All out of scope Configuration and Implementation Services will be agreed upon in advance in writing through a change order and will be billable to CONFIRE immediately following the completion of the said Configuration and Implementation Services. The terms of payment are subject to terms of the Software License Agreement.

Milestones and Payments. The project timeline will follow the milestones and payment terms in the following section. CONFIRE agrees to the following milestones and payment terms.

The first Maintenance payment and Cloud Hosted Fees are due twelve (12) months from the Effective Date or initial Go Live whichever occurs first.

The escrow set up fee of \$250.00 is due prior to deposit of the software on the date of Go Live. The recurring annual escrow fee of \$950 will be due on the date of Go Live and will be billed along with the Maintenance Fees annually thereafter.

Hardware. All prerequisite computer hardware, system software, peripherals, network components, etc., not included in the proposed pricing, will be provided by CONFIRE according to CentralSquare's recommended standards and according to the agreed Statement of Work and Project Schedule. 100% of Third-Party Hardware is due at time of order.

CentralSquare does not propose services on an hourly basis. Should CONFIRE require additional post-implementation effort due to add-ons or customization the parties shall follow the Change Order process.

For agencies purchasing a CAD connection (Aware, Notify, or Unify), a site license of Portal is included. Any agency/entity that doesn't purchase a CAD connection can purchase Portal licenses at \$500 per license/user plus \$100 annual maintenance; agencies using a CentralSquare CAD can access this at no charge.



Agencies using CentralSquare CAD can receive the Aware CAD connection without a licensing fee, but professional service fees still apply.

In general, agencies that want to upgrade their connection and licensing (i.e. Aware to Unify or Notify to Unify) will only need to pay for the difference in the upgraded license. Professional service fees will apply.

Travel Expenses are due as incurred.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

- The responsible party for the milestone payments on this project and subsequent annual maintenance will be CONFIRE.
- CentralSquare shall invoice CONFIRE for Fees due under this Agreement.
- All invoices will be due forty-five (45) days after invoice receipt. Invoices for Subscription Fees, Professional Services Fees, hardware, or third-party items will be issued according to the Payment Milestones defined in the Agreement and applicable attachments.
- CONFIRE agrees to pay CentralSquare all undisputed Fees of any invoice(s) within forty-five (45) days of receipt of the invoice.
- The invoice will also include any and all applicable sales, use and other taxes for which CONFIRE is responsible.

If CONFIRE is a tax-exempt entity, Customer shall provide CentralSquare with proof of such exemption upon execution of this Agreement. (Taxes will be invoiced for activity until an exemption is received by CentralSquare.)

For convenience, the total project price is shown divided among three agencies, however CONFIRE remains responsible for the entire amount of this contract.

Pricing for Optional Items are valid for thirty (30) months after the execution date.



## COMPENSATION & PAYMENT SCHEDULE

Milestone Payments						
No.	Milestone	Description	License Pct.		Services Pct.	
1	Contract Execution	Contract is fully executed	50%	\$82,500.00	10%	\$16,360.50
2	Software License Delivery	Electronic access to software installation files or software license certificate is delivered to the customer	50%	\$82,500.00	0%	N/A
3	Discovery Phase	Onsite kick-off meeting during which the project overview, deliverables, and schedule are presented			20%	\$32,721.00
4	Delivery & Acceptance of Requirements	Project Plan is delivered by Company and accepted by Customer			20%	\$32,721.00
5	Build Phase - installation & Config	Hub software is installed on Customer server environment CAD connection(s) are configured Connected CAD data is visible using Portal			20%	\$32,721.00
6	Training	Training (System Administrators and train-the-trainer) is complete			10%	\$16,360.50
7	CAD Testing	End-to-end testing between CAD systems is complete			10%	\$16,360.50
8	Post Go-live	At the successful conclusion of the Reliability Period			10%	\$16,360.50
<b>Total</b>			<b>100%</b>	<b>\$165,000.00</b>	<b>100%</b>	<b>\$163,605.00</b>
9	Cloud/Hosted Annual Access Fees	Due twelve (12) months from the Effective Date or initial Go Live whichever occurs first.				\$90,000.00
10	Escrow Setup Fee	Due prior to deposit of the software on the date of Go Live				\$250.00
11	Escrow Annual Fee	Due on the date of Go Live and will be billed along with the Maintenance Fees annually thereafter.				\$950.00
12	Maintenance	Due twelve (12) months from the Effective Date or initial Go Live whichever occurs first.				\$37,500.00
<b>TOTAL</b>						<b>\$457,305.00</b>




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**COST DETAIL: SOFTWARE & SERVICES**
**License Fees & Maintenance**

Product Name	Quantity	License Fee	Maintenance
Unify - Agency 1	1	55,000.00	12,500.00
Unify - Agency 2	1	55,000.00	12,500.00
Unify - Agency 3	1	55,000.00	12,500.00
<b>Total</b>		<b>165,000.00</b>	<b>37,500.00</b>

**Cloud/Hosted Fees**

Product Name	Quantity	Amount
Unify - for up to ten (10) Agencies (CAD Connections)	1	90,000.00
<b>Total</b>		<b>90,000.00</b>

**Escrow Fees**

Product Name	Quantity	Amount
Escrow Setup Fee TTZ	1	250.00
Escrow Recurring Fee	1	950.00
<b>Total</b>		<b>1,200.00</b>

**Professional Services****Installation & Configuration**

Product Name	Quantity	Amount
Unify - Agency 1	1	2,975.00
Unify - Agency 2	1	2,975.00
Unify - Agency 3	1	2,975.00
<b>Total</b>		<b>8,925.00</b>

**Development & Conversion**

Product Name	Quantity	Amount
Unify Development - Agency 1	1	10,400.00
Unify Development - Agency 2	1	10,400.00
Unify Development - Agency 3	1	10,400.00
<b>Total</b>		<b>31,200.00</b>

**Technical Services**

Product Name	Quantity	Amount
Unify Technical Services - Agency 1	1	29,000.00
Unify Technical Services - Agency 2	1	29,000.00
Unify Technical Services - Agency 3	1	29,000.00
<b>Total</b>		<b>87,000.00</b>

**Training**

Product Name	Quantity	Amount
Unify Training - Agency 1	1	3,360.00
Unify Training - Agency 2	1	3,360.00



Unify Training – Agency 3	1	3,360.00
<b>Total</b>		<b>10,080.00</b>

**Project Management**

Product Name		Amount
Unify Project Management – Agency 1	1	8,800.00
Unify Project Management – Agency 2	1	8,800.00
Unify Project Management – Agency 3	1	8,800.00
<b>Total</b>		<b>26,400.00</b>

Total Professional Services 163, 605.00

**SUMMARY**

Product/Service	Amount
License Fees	165,000.00
Cloud/Hosted Annual Access Fees	90,000.00
Escrow Fees	1,200.00
Professional Services	163, 605.00
<b>Net Maintenance</b>	<b>37,500.00</b>
<b>Total with Maintenance</b>	<b>457, 305.00</b>



## Optional Items:

Per Additional Agency: Applies to 4<sup>th</sup> – 10<sup>th</sup> Agencies/CAD Systems

### License Fees & Maintenance:

Product Name	Quantity	License Fee	Maintenance
Unify (CAD Connection)	1	57,750.00	13,125.00
Notify (CAD Connection)	1	52,250.00	11,875.00
Aware (CAD connection)	1	20,000.00	7,500.00
Aware Portal (no CAD connection)	1	500.00	100.00

### Professional Services: Per Agency Unify or Notify:

Professional Services Installation & Configuration – Per Agency

Product Name	Amount
Unify or Notify	5,950.00

Development & Conversion – Per Agency

Product Name	Amount
Unify or Notify Development	10,400.00

Technical Services – Per Agency

Product Name	Amount
Unify or Notify Technical Services	29,000.00

Training – Per Agency

Product Name	Amount
Unify or Notify Training	3,360.00

Project Management – Per Agency

Product Name	Amount
Unify or Notify Project Management	8,800.00

**Total Professional Services 57,510.00**

### Professional Services: Aware with CAD Connection:

Professional Services Installation & Configuration – Per Agency

Product Name	Amount
Aware Installation	5,950.00

Technical Services – Per Agency

Product Name	Amount
Aware Technical Services	24,800.00



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Training – Per Agency

Product Name	Amount
Aware Training	2,560.00

Project Management – Per Agency

Product Name	Amount
Aware Project Management	6,400.00

**Total Professional Services 39,710.00**





**EXHIBIT C**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL 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. **PRODUCT.** Title to Product (other than software) will pass to CONFIRE upon delivery of equipment to CONFIRE. CONTRACTOR shall bear the responsibility for all risks of physical loss or damage to the Product until such Product is delivered to CONFIRE, except to the extent such damage is caused by CONFIRE. To retain the benefit of this clause, CONFIRE shall promptly notify CONTRACTOR of any loss or damage upon receipt of any or all items of Product and cooperate in the processing of any claims made by CONTRACTOR..
3. **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. The Agreement shall terminate without further obligation of CONFIRE as of that date, except that CONFIRE shall pay CONTRACTOR for all fees, charges and expenses earned up to the date of termination and CONFIRE shall return all hardware and software components which have not been fully paid for.
  - b. Without Cause by Contractor. Contractor may not terminate this Agreement without cause.
  - c. With Cause by CONFIRE. CONFIRE may terminate this Agreement at any time if (i) Contractor fails to comply with any material term or condition of this Agreement unless the Contractor cures such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Contractor commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Contractor's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect Contractor's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.
  - d. **With Cause by Contractor.** Contractor may terminate this Agreement at any time if (i) CONFIRE fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to Contractor, CONFIRE cures such breach within fifteen (15) days after written notice of such failure by Contractor or (b) in other cases, CONFIRE cure such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, CONFIRE commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) CONFIRE's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination.
  - e. Upon termination, Contractor shall provide CONFIRE with all documents that are not considered confidential or proprietary



produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents. In the event the violating party has not satisfactorily remedied the violation at the end of the thirty (30) day cure period defined in section 23.2 above, the grieved party may either 1) request a written plan from the violating party which defines a specific course of action for correction of the violation, or 2) serve written notice upon the violating party of intent to terminate, and seek any and all legal remedies for breach of this Agreement. The grieved party reserves the sole and exclusive right to determine which course of action is selected.

**4. 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;

**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 Agreement 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 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 4.a, supra, of this Exhibit C.

**5. 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.

**6. 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 five (5) business days 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. Notwithstanding the above, the Contractor shall own the copyrights, trade secrets, patent rights and other proprietary rights and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. CONFIRE shall acquire no intellectual property ownership rights to the underlying software or documentation for the Services or the materials covered by the License ("Software or Documentation") as a result of such use, whether as author, joint author, or otherwise. CONFIRE understands and agrees that the Software and Documentation (including without limitation Application Software and Documentation) including, but not limited to, the Source Code, Object Code, the OSDs, IRDs and ATPs, the Scope of Services, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "Contractor Proprietary Information") constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the vendor a competitive advantage. If any Contractor or Subcontractor Proprietary Information is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, CONFIRE shall (i) provide to Contractor (and, if applicable the concerned subcontractor) written notice of any request or other action by a third party under said statute(s) for release, access, or other

disclosure thereof, (ii) provide to Contractor (and, if applicable the concerned subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Contractor or Subcontractor Proprietary Information. The obligations imposed in this Section shall survive the termination or rescission of this Agreement.

7. **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.
8. **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.
9. **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.
10. **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.

11. **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.
12. **SAFETY AND SECURITY.** Contractor is responsible for maintaining safety in the performance of this Agreement.
13. **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).
14. **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. CONFIRE will be responsible for any related expenses it incurs in relation to any such audit.

15. **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 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).
16. **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.
17. **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

**CONFIRE**

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.

- 18. 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. An acquisition or merger of all or substantially all of the Contractor's assets shall not be considered an assignment hereunder. In such event upon the assumption of Contractor's obligations by an assignee, Contractor shall provide notice to CONFIRE. CONFIRE shall not assign this Agreement without the prior written consent of Contractor, which consent shall not be unreasonably withheld. 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.
- 19. 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.
- 20. 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.

- 21. 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 CONFIRE in which CONFIRE's principal administrative office is located.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 26. 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.
- 27. 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.
- 28. 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.



**29. 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.

**30. 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.

**31. FEDERAL AUDIT.** Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Contract, any Federal grantor 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.

**32. APPLICABLE LAW.** Contractor shall apply with applicable law as a condition of this Agreement, including by way of illustration and not by limitation, 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).

a. components or potential

**33. PIGGYBACK CLAUSE.** For the term of the Agreement, Contractor agrees to contract on the same terms as set forth in this Exhibit C to this Agreement with interested agencies for the services set forth in this Agreement (a "Piggyback Contract"). Contractor shall require each of the interested agencies to indemnify, defend with counsel appointed by CONFIRE, and hold harmless CONFIRE for any losses that directly or indirectly arise out of or relate to its Piggyback Contract, and by entering into a

Piggyback Contract each of the interested agencies agrees to indemnify, defend with counsel appointed by CONFIRE, and hold harmless CONFIRE for any losses that directly or indirectly arise out of or relate to its Piggyback Contract. CONFIRE expressly disclaims any warranty, whether express or implied, with respect to any of the interested agencies authority to enter into a Piggyback Contract, the validity of this paragraph or Agreement, or otherwise, and by entering into a Piggyback Contract each of the interested agencies agrees that CONFIRE extends no warranty, whether express or implied, with respect to any of the interested agencies authority to enter into a Piggyback Contract, the validity of this paragraph or Agreement, or otherwise.

**34. UASI 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 DUNS number is required to register on the SAM web site.

c. Local preference does not apply.

**35. Project Risks**

The customization efforts involved when integrating the UNIFY bidirectional Adapters and interfaces with Hub includes several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, an agency may use different methods of sharing incidents and exchanging information through their connection to Hub. Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate custom integration with inherent risks associated with configuration efforts. CentralSquare will discuss risk



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mitigation efforts with the customer early in the discovery phase.



**EXHIBIT D**  
**to INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

**INSURANCE**

Without in any way affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain at all times during the Agreement the following types of insurance with limits as shown:

1. **Workers' Compensation** – A program of Workers' Compensation insurance or a state- approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand Dollars (\$250,000) limits covering all persons including volunteers providing services on behalf of Contractor and all risks to such persons under this Agreement.
2. **Commercial/General Liability Insurance** – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage of One Million Dollars (\$1,000,000), per occurrence. The policy coverage shall include:
  - a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Personal injury
  - d. Contractual liability.
  - e. Two Million Dollars (\$2,000,000) general aggregate limit.
3. **Automobile Liability Insurance** – Primary insurance coverage shall be written on an ISO Business Auto coverage form for hired and non-owned automobiles or Symbol 8 (hired) and 9 (non-owned). The policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of Two Million Dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
4. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy, subject to the terms, conditions exclusions and other provisions of the insurance policy. The coverage shall also apply to automobile liability.
5. **Additional Insured** – All policies, except for the Workers' Compensation policies shall contain endorsements naming the member agencies of CONFIRE, CONFIRE, and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for CONFIRE to vicarious liability but shall allow coverage for CONFIRE to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85 or its equivalent.





6. **Waiver of Subrogation Rights** – Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the member agencies of CONFIRE, CONFIRE, and their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. Contractor hereby waives all rights of subrogation against CONFIRE.
7. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CONFIRE.
8. **Proof of Coverage** – Contractor shall furnish Certificates of Insurance to CONFIRE evidencing the insurance coverage, including endorsements, as required, at the time this Agreement is mutually executed, and Contractor shall maintain such insurance at all times during this Agreement. Within fifteen (15) days of the Effective Date, Contractor shall furnish a copy of the Certificate of Insurance for the applicable policies.
9. **Severability of Interests** – Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Contractor and CONFIRE or between CONFIRE and any other insured or additional insured under the policy.
10. **Acceptability of Insurance Carrier** – Unless otherwise approved by CONFIRE, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
11. **Insurance Review** – CONFIRE is authorized, but not required, to reduce or waive any of the above insurance requirements whenever CONFIRE determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of CONFIRE. In addition, if CONFIRE determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, CONFIRE is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against CONFIRE, inflation, or any other item reasonably related to CONFIRE’s risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of CONFIRE to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of CONFIRE.

12. **Deductibles and Self-Insurance Retention** – Any and all deductibles or self-insured retentions in excess of Ten Thousand Dollars (\$10,000) shall be declared to and approved by CONFIRE.
13. **Failure to Procure Insurance** – All insurance required must be maintained in force at all times by Contractor. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for CONFIRE to give notice to immediately terminate the Agreement. Failure to reinstate said insurance



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within the ten (10) days' of notice to do so shall be cause for termination and for forfeiture of this Agreement, and/or CONFIRE, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by CONFIRE shall be repaid by Contractor to CONFIRE upon demand but only for the pro rata period of non-compliance.

- a. CONFIRE shall have no liability for any premiums charged for such coverage(s). The inclusion of CONFIRE as additional named insured is not intended to and shall not make a partner or joint venturer with Contractor in Contractor's operations.
- b. Contractor agrees to require all parties or subcontractors, or others it hires or contracts with to perform any portion of the Services under this Agreement to provide insurance covering such use with the same insurance policies and requirements for Contractor as set forth in this Agreement and naming CONFIRE as additional insured. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.



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**EXHIBIT E**  
**Incident Management**  
**SLA Document**

**ATTACHED**



**EXHIBIT F**  
**2 CFR 200, Appendix II**  
**Contract Provisions for Non-Federal Entity**  
**Contracts Under Federal Awards**

**APPENDIX II TO PART 200**  
**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS**  
**UNDER FEDERAL AWARDS**

A grantee's and subgrantee's contract must contain the following provisions. Federal agencies may require changes, remedies, different conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Reference 2 CFR 200 Subpart D 200.338 Remedies for Noncompliance A-F).

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion,



or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as



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amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



**EXHIBIT G**  
**Escrow Account for**  
**Contractor Software Source Code**

**ESCROW ACCOUNT FOR CONTRACTOR**  
**SOFTWARE SOURCE CODE**

**1.0 SOURCE CODE ESCROW**

1.1 CentralSquare Technologies LLC: Subject to payment of the applicable escrow fees by CONFIRE and CONFIRE’s execution of the applicable escrow documents, Contractor shall enroll CONFIRE as a Preferred Beneficiary of the applicable Contractor Source Code escrow account with Iron Mountain Intellectual Property Management (the “Escrow Agent”). A copy of Contractor’s Master Preferred Escrow Agreement with Iron Mountain is attached at Exhibit H. CONFIRE shall pay all escrow fees and expenses associated with the Escrow, including but not limited to first year fees (which are included Exhibit B to this Agreement), renewal year fees, and fees for additional services, if any, selected by CONFIRE. CONFIRE shall deposit in Escrow any updated Source Code containing (i) all Updates to the Software released during the preceding month and (ii) any Software Modification and/or Interfaces released for live operations during the preceding month. Source Code Escrow shall be kept in effect until (i) CONFIRE gives Contractor written notice of termination of the escrow, (ii) the escrow is canceled by the Escrow Agent due to non-payment of escrow charges by CONFIRE, or (iii) this Agreement is terminated. Source Code released under the terms of the Source Code Escrow Agreement shall be deemed part of the Software hereunder, subject to the terms and conditions of this Agreement, including but not limited to the license terms except as modified below.

1.1.1 Source Code shall be released to Client only upon the occurrence of and only during the duration of one of the following conditions:

1.1.1.1 Breach of this Agreement by Contractor for the Software covered under this Agreement; or

1.1.1.2 Failure of Contractor to function as a going concern or operate in the ordinary course; or

1.1.1.3 Contractor is subject to voluntary or involuntary bankruptcy.

1.1.2 The escrowed Source Code and other material released to CONFIRE hereunder shall be subject to all of the terms and conditions of this Agreement, including without limitation the Confidentiality provisions herein, except as specifically modified in this paragraph. Without limiting the generality of the foregoing, the Source Code shall, except for periods of actual use, be kept in a secure, locked container and/or a secure protected computer file with access limited only to those with a need to know for purposes of software maintenance. Any person or entity granted access shall be required to agree in writing to comply with this paragraph. CONFIRE shall, upon request, be provided with a copy of such agreement(s).

1.1.3 Provided that a release of Source Code is rightfully made hereunder, CONFIRE is granted a license to copy and Use the Source Code for the sole purpose of software maintenance. For purposes of these Source Code Escrow provisions, the term “software maintenance” means correction of software errors and preparation of software modifications and enhancements for CONFIRE’s internal use only. If CONFIRE creates new and original computer code not derived from the Software or the ideas, processes, methods of operation, technology or know-how implemented



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therein, in the process of software maintenance, the intellectual property rights (including copyright, patent and trade secret) in and to that specific new and original code shall be owned by CONFIRE. However, if CONFIRE's enhancements or other modifications result in the creation of a derivative work from the Software, or a work based upon the ideas, processes, methods of operation, technology or know-how implemented therein, the intellectual property rights (including copyright, patent and trade secret) in and to such work shall be owned by Contractor and CONFIRE's rights to use such work shall be limited to those granted with respect to the Software in this Agreement. No rights to distribute Source Code or derivative works therefrom are granted hereunder.





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**EXHIBIT H**  
**Master Escrow Agreement for**  
**Source Code**

(ATTACHED)



## EXHIBIT I Change Order Process

1. The cost of any change in scope, as set forth in Exhibits A-1, A-2 and A-3 to this Agreement (“Scope”), shall be covered in a Change Order as provided in this Exhibit I.
2. CONFIRE may, at any time, and by written order, make changes within the Scope of this Agreement as allowed by California law.
3. CONFIRE or Contractor may request changes in the Scope. If a requested change causes an increase or decrease in the cost or schedule, CONFIRE shall reflect such an adjustment in a Change Order. Contractor shall not perform requested changes unless both parties execute a written change order. If Contractor proceeds to perform such changes without an executed written Change Order, it do so at its own risk.
4. If the parties are unable to agree on a change in Scope or on the cost of such change in Scope required by this Exhibit I in sufficient time to maintain any schedule, CONFIRE may direct Contractor to provide the additional Scope if such is necessary due to an emergency or to avoid a negative impact on any schedule, and the cost will be determined or otherwise agreed to at a subsequent date. Upon receipt of such directive, Contractor shall promptly provide such additional Scope in accordance with the Agreement.
5. Any Change order that increases the total cost of this Agreement, as set forth in Exhibit B, by Twenty-Five Thousand Dollars (\$25,000.00) or more, must be approved by CONFIRE’s Governing Board or Administrative Committee.
6. The onboarding of an additional agency shall not be governed by this Change Order Process.



**EXHIBIT J**  
Onboarding Process

This Agreement covers three Agencies. CONFIRE, as the administrative sponsor for the IE RIP, intends to coordinate with additional Agencies to join the project. In the event that an additional Agency joins the project, the following process shall be followed:

1. Agencies 4 – 10

a. On or Before September 30, 2022

CONFIRE and Contractor shall enter into an Amendment to this Agreement. Such Amendment shall include the following:

- The name of the Agency;
- The Appropriate License and Maintenance Fees for the product selected by the Agency (Unify, Notify, Aware, or Aware Portal);
- The Appropriate Professional Services for the product selected by the Agency; and
- The total cost for the Appropriate License, Maintenance and Project Services, which shall be the cost reflected in Exhibit B of this Agreement, entitled "Optional Items".

b. After September 30, 2022

CONFIRE and Contractor shall enter into an Amendment to this Agreement. Such Amendment shall include the following:

- The name of the Agency;
- The Appropriate License and Maintenance Fees for the product selected by the Agency (Unify, Notify, Aware, or Aware Portal);
- The Appropriate Professional Services for the product selected by the Agency; and
- Contractor shall provide a quotation for the Appropriate License, Maintenance and Project Services at its then current rates.

2. Agency 11 and Beyond

CONFIRE and Contractor shall enter into an Amendment to this Agreement. Such Amendment shall include the following:

- The name of the Agency;
- The Appropriate License and Maintenance Fees for the product selected by the Agency (Unify, Notify, Aware, or Aware Portal);
- The Appropriate Professional Services for the product selected by the Agency; and
- Contractor shall provide a quotation for the Appropriate License, Maintenance and Project Services at its then current rates.
- The cost, if any, associated with the addition of the Agency, which shall be mutually agreed to by CONFIRE and Contractor.