

CONSOLIDATED FIRE AGENCIES
INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM (IE PSOP)
AGENCY AGREEMENT
(CAL FIRE San Bernardino)

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a Joint Powers Authority (“JPA”) duly authorized and existing under Government Code, § 6500 et seq., and the CAL FIRE San Bernardino Unit (“Agency”), a political subdivision of the State of California, as an Allied Agency, on behalf of CAL FIRE San Bernardino Unit. CONFIRE and Agency may be individually referred to as a “Party” and collectively as “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: Information Technology General Terms and Conditions
- Exhibit E: General Terms and Conditions
- Exhibit F: Special Terms and Conditions
- Exhibit G: Independent Contractor Agreement for Special Services

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. INFORMATION TECHNOLOGY GENERAL TERMS AND CONDITIONS

The Information Technology Terms and Conditions are set forth in Exhibit D.

7. GENERAL TERMS AND CONDITIONS

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

8. SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions are set forth in Exhibit F.

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
Nathan Cooke, Interim Communications
Director
1743 Miro Way
Rialto, CA 92376

To Agency:

CAL FIRE San Bernardino
Attn:
3800 N. Sierra Way
San Bernardino, CA 92405

10. 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 meanings ascribed to them in that certain Inland Empire Public Safety Operation Platform Memorandum of Understanding (“IE PSOP MOU”) dated August 18, 2020 (revised September 13, 2021).

The term of this Agreement will be for three (3) years upon the date both parties receive mutual authorization with the option to renew 2 additional one (1) year terms.

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

Consolidated Fire Agencies

CAL FIRE San Bernardino

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Its: _____

**EXHIBIT A
to AGENCY AGREEMENT**

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to Agency on behalf of the Inland Empire Regional Interoperability Project (“Services”):
 - a. Administrative and fiscal oversight of the Inland Empire Public Safety Operations Platform (“IE PSOP”) CAD to CAD solution “Unify” (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 Memorandum of Understanding. 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 Vendor Maintenance and Support process as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”
 - 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 CAD to CAD hub to communicate with the Agency CAD system.
 - 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. Abide by the following terms of the current IE PSOP MOU:
 - (1) Section 2.2, excluding language that requires Agency to be a signatory to the MOU (e.g. 2.2.1 and 2.2.2)
 - (2) Section 7 – CAD Interface Agreement
 - (3) Section 8 – IE PSOP Network Connectivity
 - (4) Section 17 – Fiscal Responsibility of Agencies, Addendums D & E
 - (5) Section 18 – Technical Service Level Support

- d. Abide by the Maintenance and Support process for the CAD to CAD solution as outlined in Attachment 1 of Exhibit E, “Independent Contractor Agreement for Special Services: CAD-to-CAD Interoperability Software and Implementation Consulting Services.”

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” product utilizing the annual subscription model per detailed in Exhibit B -Compensation to the “Agreement For Services” between the IE PSOP Administrative agency (CONFIRE) and the Vendor (Exhibit E - Independent Contractor Agreement for Special Services).
2. The initial annual subscription costs based on the current agreement between the IE PSOP (CONFIRE) and the vendor was \$14,950.
3. Based on this agreement costs can be expected to increase up to 5% each year beginning in 2024.
4. The annual fees will be paid by CONFIRE to the IE PSOP Vendor upon being invoiced by Vendor. CONFIRE will in turn invoice the Agency for the total annual costs.
5. Payment shall be made to CONFIRE within thirty (30) days of the issuance of the invoice.

B. ADMINISTRATIVE FEE:

1. In exchange for the Services set forth in Exhibit A, Agency shall pay CONFIRE annually an Administrative Fee in an amount that shall not exceed \$5,000 for the Agency in any year, which reflects 10% of CONFIRE’s projected maximum Administrative costs of \$50,000.00.

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 both 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.

Payment will be made in arrears on completion of required services.

1. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate CONFIRE for actual expenditures incurred in accordance with the rates specified herein. Invoices will be submitted to the CAL FIRE project contact at the address specified.

CAL FIRE Project Contact:

Cesar Gomez
3800 N. Sierra Way
San Bernardino, CA 92405
Phone: (909) 522-1741
Cesar.gomez@fire.ca.gov

2. Invoices shall include the Purchase Order Number, Quantity, Unit Cost, Total Cost, Grand Total and shall be submitted by e-mail not more frequently than monthly in arrears by e-mail to **both** the contract administrator listed above, and the CAL FIRE Bill To listed below:

Department of Forestry and Fire Protection

Attention:
Monique Juarez
3800 N. Sierra Way
San Bernardino, CA 92405
Phone: (909) 881-6939
Monique.juarez@fire.ca.gov

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Upon receipt of a properly submitted, undisputed invoice, **State shall pay Contractor within forty-five (45) days** or automatically calculate and pay the appropriate late payment penalties as specified in Government Code, Chapter 4.5, Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE become subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period.

EXHIBIT C
to AGENCY AGREEMENT

EFFECTIVE DATE AND TERM

This Agreement is effective upon signature by both parties (“Effective Date”) and shall continue for a term of three (3) years , and shall automatically renew for one-year terms thereafter until such time as the Parties agree to amend this Agreement or terminate the IE PSOP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

EXHIBIT D
to AGENCY AGREEMENT

INFORMATION TECHNOLOGY GENERAL TERMS AND CONDITIONS

NOTE: Under the standard State contracting process “Exhibit D” is not included as a paper copy in the standard agreement package. As indicated on the Standard 65 face sheet, a copy of “Exhibit D” can be found on the Internet under web page address:

<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division>

EXHIBIT E
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 any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. A facsimile signature shall be as valid as an original. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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 attorneys’ 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.

**EXHIBIT F
to AGENCY AGREEMENT**

SPECIAL TERMS AND CONDITIONS

The following terms and conditions apply to all California Department of Forestry and Fire Protection (CAL FIRE) contracts unless identified "if applicable":

A. CONTRACT PROVISIONS

1. Prompt Payment

Upon receipt of a properly submitted, undisputed invoice, State shall pay contractor within forty-five (45) days, or automatically calculate and pay the appropriate late payment penalties as specified in Government Code, Chapter 4.5, section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period.

2. Excise Tax

State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

3. Forced, Convict, or Indentured Labor – Excluding Public Works

For any contract in which a commodity is a significant factor, contractor/grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this agreement will be produced in whole or in part by forced, convict, or indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor/grantee agrees to comply with Public Contract Code section 6108. Any contractor/grantee who is contracting with the State and knew or should have known that foreign-made equipment, materials, or supplies furnished to the State were produced in whole or in part by forced, convict, or indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor when entering into a contract pursuant to the above may be, subject to PCC section 6108 (c) have any or all of the following sanctions imposed: (1) State may void contract; (2) State may assess penalties of \$1,000 or 20 percent of the value of the equipment, materials, or supplies, whichever is greater, that State demonstrates were produced by such labor; (3) State may remove contractor from bidder's lists for a period not to exceed 360 days.

4. Asbestos

In the event the contractor who is providing services under a service contract discovers asbestos, contractor shall stop all work immediately and notify the State contract coordinator, construction supervisor and/or project manager. After State has assessed site conditions and extent of asbestos-related work, State shall prepare and award a separate contract to a contractor who is registered and certified for asbestos abatement work. Under both State statute and State regulations found in the California Code of Regulations, a contractor must be certified by State Contractor's License Board and registered with the State Department of Industrial Relations, CAL-OSHA, in order to perform asbestos-related work. Contractor shall resume work under this contract only after the State gives notification to proceed.

5. DVBE Audits

If State determines contract is subject to disabled veteran-owned business enterprise requirements, contractor shall comply with Public Contract Code section 10115 et seq. and California Code of Regulations section 1896.60 et seq. Contractor shall make pertinent records available to State for review, shall permit State access to its premises upon reasonable notice during

normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of 3 years after final payment under the contract.

6. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve contractor of his responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of contractor's subcontractors and of persons, either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by contractor. The contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to contractor. As a result, State shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.

7. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

8. Priority Hiring Consideration – Contracts with a Value in Excess of \$200,000

If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

9. Contractor Certification - Copyright Laws for Computer Software - I.T. Agreements Only

Contractor certifies that the company has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

10. License and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Forestry and Fire Protection – Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

11. Progress Payments (Not Applicable see Exhibit A)

In accordance with the requirements set forth in the PCC, Section 10346, the State shall withhold from the invoiced payment amount to the Contractor an amount not less than ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily

completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

12. Insurance (Not applicable)

Liability insurance is required on new construction of buildings, major repairs or alterations defined as work in excess of \$50,000, on agreements of lesser amount with hazardous activities, and for excavation, drilling, demolition, and soil preparation fumigation.

Contractor shall furnish to the State a Certificate of insurance stating that contractor has general liability insurance, including bodily injury and property damage coverage presently in effect, with a combined single limit (CSL) of not less than \$1,000,000.00 per occurrence for activities performed under this contract.

Under this minimum coverage, the certificate must show the following:

General liability covering bodily injury and property damage; and automobile liability insurance if motor vehicles are used. Certificate of insurance will provide that: insurer will not cancel the insured's coverage without 30 days' prior written notice to State; and

State of California, its officers, agents, employees, and servants are included as additional insureds for purposes of this contract.

If any of these insurance coverages expire during this contract, contractor agrees to provide a new certificate of insurance at least 30 days prior to the insurance expiration. The new certificate of insurance must be for not less than the remainder of the contract or not less than on (1) year.

All insurance certificates are subject to approval by State of California Department of General Services. Contractor agrees to perform no work or services without approved insurance coverage. In the event contractor's insurance coverage ends, the State may, in addition to other remedies, terminate this contract.

NOTE: State will not be responsible for any premiums or assessment on any policy.

Employee Benefits – Contracts in force for 91 days or more (Not Applicable)

Contractor shall provide basic health care, dental, and vision services to employees in accordance with Government Code section 19134. Contractor's completion and signature of the Employee Benefits Certification Form shall reflect compliance with this requirement. (See Exhibit "E", Employee Benefits Certification Form.)

In order to be paid on the contract, contractor must submit to the contracting agency a monthly written report identifying each preceding months benefits paid (See Monthly Report of Employee Benefits).

**EXHIBIT G
to AGENCY AGREEMENT**

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

[ATTACHMENT]