

CONSOLIDATED FIRE AGENCIES
INLAND EMPIRE PUBLIC SAFETY OPERATIONS PLATFORM AGENCY (IE PSOP)
AGREEMENT
(City of Ontario)

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 Ontario (“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
- Exhibit E: 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. 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:

Consolidated Fire Agencies
Attn: Nathan Cooke, Interim
Communications Director
1743 Miro Way
Rialto, CA 92376

To Agency:

City of Ontario
Attn: [Insert Name], [Insert Title]
[Insert Address]
[Insert City, State]

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

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

Consolidated Fire Agencies

City of Ontario

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

City Manager

Print Name: _____

Its: _____

**EXHIBIT A
to AGENCY AGREEMENT**

SCOPE OF SERVICES

1. CONFIRE shall provide the following services to the Agency on behalf of the Inland Empire Public Safety Operations Platform (“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. For IE PSOP 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 the IE PSOP MOU currently in effect. (On file, available for review)
- e. 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 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 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**

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.