

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

August 18, 2020

Contents

SCOPE	2
DEFINITIONS	3
1. RECITALS	5
2. PARTICIPANTS	5
3. TERM	6
4. ADMINISTRATION OF IE RIP VENDOR AGREEMENT	6
6. MEMBER AGENCY OVERSITE	8
7. CAD ADAPTOR AGREEMENT	8
8. IE RIP NETWORK CONNECTIVITY	8
9. SHARING CONFIDENTIAL INFORMATION	9
10. DISPUTES	9
11. DEFAULT, TERMINATION OR WITHDRAWAL	10
12. SEVERABILITY	10
13. ADMENDMENT	11
14. GOVERNING LAW	11
15. INDEMNIFICATION	11
16. NEW AGENCY ON BOARDING PROCESS	11
17. FISCAL RESPONSIBILITY OF AGENCIES	13
18. IE RIP DEVELOPMENT PARTICIPATING AGENCIES	13
ADDENDUM A-MEMBER AGENCIES	15
ADDENDUM B-ALLIED AGENCIES	16
ADDENDUM C-SELECTED VENDOR & PRODUCT	17
ADDENDUM D-FISCAL RESPONSIBILITY	18
ADDENDUM E- COST SHEETS	19
ADDENDUM F- CONFIRE- AGENCY AGREEMENT	21
ADDENDUM G- FORM OF AGREEMENT-CONTRACT BETWEEN CONFIRE AND VENDOR	28

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 to 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 _____, Inland Empire Regional Interoperability Project (IE RIP) has identified the following Member Agencies:

CONFIRE

Date: _____

By: _____

Print
Name: _____

Title: _____

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

Date: _____

By: _____

Print
Name: _____

Title: _____

City of Corona

Date: _____

CITY OF CORONA,
a California municipal corporation

By: _____
Jacob Ellis
City Manager

ATTEST:

By: _____
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 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 _____.

IE RIP CAD-TO-CAD PROJECT ONE (Agencies 1-3)			
PRODUCT: UNIFY			
*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>	
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
Total	\$109, 535	Total	\$21,620

IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)			
PRODUCT: UNIFY			
*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>	
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
Total	\$115,260	Total	\$22,245

IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)			
PRODUCT: NOTIFY			
*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>	
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
Total	\$109, 760	Total	\$20,995

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			
Per Agency One Time Costs		Per Agency Annual Fees	
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
Total	\$59,710	Total	\$16,620

IE RIP CAD-TO-CAD PROJECT TWO (Agencies 4-10)			
PRODUCT: AWARE PORTAL			
Web browser based - read only - CAD interface not required			
Per Agency One Time Costs		Per Agency Annual Fees	
Aware License Fee (per site)	\$500	Maintenance (not shared)	\$100
Total	\$500	Total	\$100

ADDENDUM F- CONFIRE- AGENCY AGREEMENT

CONSOLIDATED FIRE AGENCIES

IE RIP Project agency

(XXXXXXX)

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.

Exhibit C
to CONFIRE-Agency Agreement

EFFECTIVE DATE AND TERM

This Agreement is effective on [insert date] (“Effective Date”) and shall continue for a term of five (5) 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 RIP Memorandum of Understanding (“MOU”) as set forth in Section 11 of the MOU.

Exhibit D
to Agency Agreement

GENERAL TERMS AND CONDITIONS

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.

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.

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.

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.

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.

ATTORNEY’S FEES. If suit is brought by either Party to enforce any of the terms of this Agreement, 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.

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.

MODIFICATION. This Agreement may be amended at any time by the written agreement of CONFIRE and Agency.

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.

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.

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.

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.

INDEMNIFICATION.

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.

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.

INSURANCE.

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.

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.

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.

ADDENDUM G- FORM OF AGREEMENT-CONTRACT BETWEEN CONFIRE AND VENDOR

This document is the contract between CONFIRE and the Vendor and also contains the Service Level Agreement. Due to size of file, this is a separate attachment.