




Fund Balance Report FY 2019-2020

		Fund Balance As Of 02/29/20
Operations Fund (5008)		
Fund Balance 7/1/19	*	\$ 2,033,652
Revenue	7,654,775)
Expenditures	(6,662,966))
Net	<u> </u>	991,809
Fund Balance As Of 02/29/20		\$ 3,025,461
Potential MOU/Operational Changes	(1,017,159)	<u> </u>
Unassigned Fund Balance		\$ 2,008,302
<i>*FY 2019-20 Operating costs 10% is \$1,016,493 Per Board Policy</i>		
Equipment Reserve Fund (5009)		
Fund Balance 7/1/19		\$ 3,996,128
Revenue	357,114	
Expenditures	(224,888)	
Transfer out to County Fire	(1,991,140)	
Net	<u> </u>	(1,858,914)
Fund Balance As Of 02/29/20		\$ 2,137,214
General Reserve Fund (5010)		
Fund Balance 7/1/19	*	\$ 4,874,443
Revenue	471,547	
Expenditures	(31,849)	
Net	<u> </u>	439,698
Fund Balance As Of 02/29/20		\$ 5,314,141
Reserve for CIP	(1,000,000)	
Transfer UAAL to 5011	(10,000)	
Retained for HDGC Operations	(533,209)	
Committed	<u> </u>	(1,543,209)
Unassigned Fund Balance		\$ 3,770,932
<i>*FY 2019-20 Operating costs 25% is \$2,541,233 Per Board Policy</i>		
Term Benefits Reserve Fund (5011)		
Fund Balance 7/1/19		\$ 559,753
Revenue	3,084	
Annual Premium (Contract Agencies)	132,719	
Expenditures	<u> </u>	
Net		135,803
Transfer UAAL From 5010		10,000
Fund Balance As Of 02/29/20		\$ 705,556



CONFIRE

Call Summary

CONFIRE/Comm Center

1743 W Miro Way
 Rialto, CA 92376
 County: San Bernardino

Year: 2020

From: 1/1/2020
 To: 2/29/2020
 Period: Month
 Group: All
 Call Type: All
 Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-20	16708	76	16784	0.45%	11804	521	12325	15715	11931	204	27851	56960	103.1
Feb-20	15931	76	16007	0.47%	11814	477	12291	14611	11563	208	26382	54680	101.2
2020 Totals	32639	152	32791	0.46%	23618	998	24616	30326	23494	412	54233	111640	102.2
2019 Totals	27753	572	28325	2.02%	22370	662	23032	32639	20282	271	53192	104549	109.7

ATTACHMENT C2



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - Year: 1/1/2020 - 2/29/2020

Agency Affiliation: Fire

From: 1/1/2020

To: 2/29/2020

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

CONFIRE

Call Hour	Answer Times In Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 2020 Total	14,331	1,014	507	622	203	100	7	16,784
% answer time ≤ 10 seconds	85.38%	6.04%	3.02%	3.71%	1.21%	0.60%	0.04%	100.00%
% answer time ≤ 15 seconds	91.43%							
% answer time ≤ 40 seconds	98.15%							
February 2020 Total	13,945	833	429	530	173	94	3	16,007
% answer time ≤ 10 seconds	87.12%	5.20%	2.68%	3.31%	1.08%	0.59%	0.02%	100.00%
% answer time ≤ 15 seconds	92.32%							
% answer time ≤ 40 seconds	98.31%							
Year to Date 2020 Total	28,276	1,847	936	1,152	376	194	10	32,791
% answer time ≤ 10 seconds	86.23%	5.63%	2.85%	3.51%	1.15%	0.59%	0.03%	100.00%
% answer time ≤ 15 seconds	91.86%							
% answer time ≤ 40 seconds	98.23%							
Year to Date 2019 Total	25,936	1,152	486	562	137	50	2	28,325
% answer time ≤ 10 seconds	91.57%	4.07%	1.72%	1.98%	0.48%	0.18%	0.01%	100.00%
% answer time ≤ 15 seconds	95.63%							
% answer time ≤ 40 seconds	99.33%							

CONFIRE Billable Incidents

Period: 02/01/2020 thru 02/29/2020

Jurisdiction	# of Incidents	% of Total
San Bernardino County	9,799	52.91%
VictorvilleFD	1,782	9.62%
RanchoCucamonga	1,353	7.31%
ChinoValleyFD	972	5.25%
AppleValley	963	5.20%
Redlands	877	4.74%
Rialto	845	4.56%
Colton	612	3.30%
MontclairFD	370	2.00%
Big Bear Fire	332	1.79%
Loma Linda	318	1.72%
San Manuel FD	155	0.84%
Running Springs	73	0.39%
Baker Ambulance	57	0.31%
Road Department	13	0.07%
Total	18,521	100%
BDC Division	# of Incidents	% of Total
East Valley	3,420	34.90%
Fontana	1,588	16.21%
Valley	1,419	14.48%
South Desert	925	9.44%
Hesperia	889	9.07%
North Desert	854	8.72%
Adelanto	362	3.69%
Mountain	342	3.49%
Total	9,799	100%



CONFIRE

STAFF REPORT

DATE: 3/31/2020

**FROM: Mike Bell
Director**

TO: Administrative Committee

SUBJECT: CAD to CAD Contract

RECOMMENDATION

Approve contract with Central Square for Phase 1 of the Inland Empire Regional Interoperability Project (IE RIP) for its CAD to CAD Solution. The contract is in the amount of **\$456,705.00** and will be funded from budgeted CONFIRE funds (General Reserves – 5010 - \$122,235.00) and UASI Grant Funds (\$334,470.00).

Authorize CONFIRE Director to execute the contract making only minor adjustments as approved by CONFIRE legal counsel if required.

BACKGROUND

The IE RIP has been engaged in the development of a regional CAD to CAD solution since November of 2018. CONFIRE, along with other Operational Area dispatch centers has been involved in the process since 2015. The effort, which has included several grant applications from CONFIRE, an extensive RFP process and the eventual selection of a preferred vendor is at the point of awarding a contract and initiating the actual project.

Central Square's Tellus Hub or "Unify" has been found to be the most promising solution based primarily on functionality and pricing. The contract has been negotiated in alignment with the draft governance model developed by the IE RIP. This model has CONFIRE as the administrative lead on the project due to its ability to procure UASI grant funding. This is a similar approach that has been used in Orange and San Diego Counties as well as other regions with CAD to CAD deployments. Hence, the contract for the solution will be between CONFIRE and Central Square. CONFIRE will use budgeted and grant funding to procure the solution for Phase 1 participants.

Phase 1 participants include:

CONFIRE

San Manuel

Corona FD.

Other agencies are expected to participate in the program going forward including: Ontario FD, CAL FIRE, AMR, Murrieta FD, and Riverside County Sheriff. Several other local law enforcement agencies have also expressed interest.

CONFIRE has submitted for three UASI grants and has been awarded two thus far for a total of \$870,000. The grant application for 2020 looks promising as well. Together with budgeted funds from CONFIRE, several agencies should be able to participate for a low start-up costs. Annual maintenance costs per agency will be determined ultimately by how many agencies participate but the estimates are as low at \$15,000 per year with a high estimate of \$40,000.

Additionally, there is a \$90,000 annual fee for the cloud hosting capability of the project for up to 10 users. CONFIRE proposes to fund this entirely from the UASI grant initially. As more agencies participate a cost apportionment method will be developed to share that cost.

Agencies will have an option of participating at three levels in this program.

AWARE: A low cost, view only option enables agencies to view the activity in the region and filter that view by user-defined parameters (useful for utilities and agencies that are evaluating the solution). Requires users to be actively viewing the portal to attain situational awareness.

NOTIFY: Enables the ability for agencies to be Notified of events and/or requests for resources. Requires steps to copy and paste the info into their CAD fin order to respond to the information or request. (useful for some law enforcement or other agencies that will likely only be exchanging information but no resources).

UNIFY: Full featured bi-directional interoperability between disparate CAD systems. Fully integrated into CAD workflows. Highly configurable at the agency level. This is the likely solution for most fire agencies.

The Phase 1 participants are opting for the UNIFY product.

Each agency opting for the UNIFY product will incur a start-up costs of **\$122,235.00** which includes licensing, professional services for configuration and first year maintenance costs. The draft governance model allows for all or part of those start-up costs to be funded by the UASI grant. Participating agencies would be billed annually for on-going costs by CONFIRE as agreed to in the governance model. These costs will include administrative fees levied by OCNFIRE to manage this program. That cost has yet to be determined. Participating agencies that do not have a Central Square branded CAD system will also be required to pay for the development of an interface between their CAD and the CAD to CAD hub. CONFIRE would not be involved in those transactions except to give permission for the development of the interface.

As additional agencies participate in the solution in future phases, this contract would be amended by addendum to reflect the updated costs associated with the solution. These addendums would be brought before the CONFIRE Admin committee for approval.

This contract has been thoroughly vetted from technical and legal perspectives by CONFIRE staff, participating agencies and CONFIRE legal representatives.

Upon execution of the contract the project will begin in earnest with a goal of a May 2021 'go-live' for initial participating agencies.

On-Going Fiscal Impacts:

Annual Maintenance: \$12,500

Cloud Hosting Fee: \$9,000 - \$33,333

Staff Costs: Undetermined. Portion would be recoverable

3
7



FORM OF AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

CAD-to-CAD Interoperability Software and Implementation Consulting Services

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

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

AGREEMENT

1. EXHIBITS

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

Exhibits include:

Exhibit A:

- Exhibit A-1: Scope of Services
- Exhibit A-2: Licenses
- Exhibit A-3: Central Square response to RFQ/P #2019CAD2 for Regional CAD to CAD Solution on behalf of Inland Empire Regional Interoperability Project and CentralSquare's response to RFQ/P #2019 Functionality Matrix and CentralSquare Tellus Vendor Negotiation Matrix v10

- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance
- Exhibit E: Incident Management SLA Document
- Exhibit F: Contract Provisions for Non-Federal Entity Contracts
- Exhibit G: Escrow Account for Contractor Source Code
- Exhibit H: Master Escrow Agreement for Source Code
- Exhibit I: Changer Order Process

2. EFFECTIVE DATE AND TERM

- a. This Agreement shall take effect on March 31, 2020 ("Effective Date").
- b. Contractor shall commence providing Services under this Agreement as soon as reasonably possible after the date indicated in Paragraph 2.a., above, and shall diligently perform all Services as set forth in this Agreement.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers,



employees, agents, partners, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE, and/or to which CONFIRE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

Contractor shall furnish to CONFIRE the services set forth in Exhibit A of this Agreement ("Services") pursuant to the schedule set forth therein.

5. LICENSES

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

6. COMPENSATION

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

7. GENERAL TERMS AND CONDITIONS

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

8. INSURANCE

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

9. NOTICE

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

To CONFIRE	To Contractor
Consolidated Fire Agencies	CentralSquare Technologies, LLC
1743 Miro Way	[1000 Business Center Drive,
Rialto, CA 92376	[Lake Mary, FL 32746
Attn: Mike Bell	Attn: Contracts

10. ESCROW ACCOUNT FOR CONTRACTOR SOURCE CODE

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

11. LIMITATION OF LIABILITY

11.1 CONFIRE

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

CONFIRE

or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11.2 Contractor

Other than as provided in this Agreement, Contractor's financial obligations under this Agreement shall be limited to [insert dollar figure]. Notwithstanding any other provision of this Agreement, in no event, shall Contractor be liable for any amount in excess of [insert dollar figure], regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. Such limitation includes the compensation provided in this Agreement, the cost of procuring the services of Contractor, and the cost of reinitiating and completing a subsequent procurement process.

Commented [JH1]: MIKE to give to Lindsey, phase 2 and 3 of Winbourne contract, plus legal, procurement software

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

Consolidated Fire Agencies

CentralSquare Technologies, LLC

Date: _____, 20_____

Date: _____, 20_____

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____



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

Exhibit A-1

SERVICES

SCOPE OF SERVICES AND PROJECT SCHEDULE

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

1. SOLUTION OVERVIEW

This Exhibit A-1, as supplemented by: (i) Contractor’s representations in connection with its response to RFQ/P #2019CAD2 for Regional CAD to CAD Solution on behalf of Inland Empire Regional Interoperability Project and CentralSquare’s response to RFQ/P #2019 Functional Matrix (“Response”); and (ii) Central Square Tellus Vendor Negotiation Matrix_v10 (“Negotiation Matrix”), set forth in Exhibit A-3 of this Agreement, sets forth the Services that Contractor will perform for CONFIRE pursuant to this Agreement.

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

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

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

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

2. DELIVERABLES – LICENSING

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

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

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

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

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

3. DELIVERABLES – PROFESSIONAL SERVICES

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

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

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

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

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

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

4. CUSTOMER DELIVERABLES

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

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

5. PROJECT TIMELINE LIMITATIONS

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

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

6. ACCEPTANCE CRITERIA

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

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

SUPPORT SERVICES

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

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

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

- b) **Technical Service Support: Direct access to Contractor technical expertise, problem resolution support and critical problem escalation:**
 - i. **Level 1 Tech Support - Level 1 Tech Support is provided by a Customer in-house technical service designee (the "Super User"). This is a person(s) within the Customer organization who has completed training and is properly certified by Contractor in the Product to respond to the basic questions and needs of personnel of the customer organization.**
 - ii. **Level 2 Tech Support - Level 2 Tech Support is call-in support to Contractor' in-house technical service team and will be provided via online and/or phone support by a Contractor Technical Services Agent (the "Agent").**
 - iii. **Level 3 Tech Support - Level 3 Tech Support is onsite service.**
- c) **Hours of Service**

Monday – Friday, 8:00 am to 5:00 pm, Mountain Time. Agent on call after 5:00 pm for Priority 1 & 2 Incidents, as defined below

Saturday – Sunday: Agent on call for Priority 1 & 2 Incidents, as defined below

Holidays: Agent on call for Priority 1 & 2 Incidents, as defined in the Incident Management Document.
- d) **Service Contact**

Main Phone (801) 397-397, Option 2

Toll-Free (800) 517-0392

Email support@CentralSquare.com

 - 1.1 **Limitations on Technical Service Support.** Customer agrees that its point of contact for maintenance and service of the Product will be to follow the Services Levels 1-3 as outlined above, and that Customer will designate Super Users to be trained by Contractor to act as liaisons between Contractor and Customer for technical service requests. Customer understands that hotline services for the Product subject to this Technical Services Agreement will be available to Customer through electronic mail communication or by telephone.
 - 1.2. **Optional Services.** Services beyond regular Maintenance Release and Product Technical Support can be purchased at Contractor' then current rates which are in effect at the time that the Services are requested. The Services shall be invoiced and paid in accordance with the terms of the Agreement.
 - 1.3 **Incident Management.** Contractor has documented its support guide for call handling in its Incident Management Process documentation, which can be found as an Exhibit to this Agreement or online.
 - 1.4. **Maintenance of third-party software is not included in the Services nor is maintenance or support relating to any Exclusion.**



Tellus.Unify Standard Scope

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

1. Business Rules, Filters, and Data Translations

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

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

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

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

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

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

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



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

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

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

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

2. Call/Incident Related Data

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

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

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

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

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

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

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

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

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

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

3. Unit/Resource Related Data

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

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

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

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

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

4. System Administration

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

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

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

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



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

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

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

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

5. Data Retention and Backup

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

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

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

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

6. Tellus.Portal Features

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

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

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

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

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

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

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

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

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

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

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

7. Information Sharing Redundancy

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

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

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

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

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



Appendix A – Section 2

Tellus.Unify - Professional Service Deliverables

CentralSquare commits to providing the following services according to the constraints and exceptions identified in the accompanying agreement.

1. Project Management Services

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

2. Engineering Support

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

3. Tellus.Hub Initial Installation and Configuration

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

- 3.1. Installing the database and application server software.
- 3.2. Once network connections have been established between the servers by the customer,

CentralSquare will establish software connections between each server.

- 3.3. Establish each environment such as Test, Training, and Production as set forth in the accompanying agreement.

3.4. Configure the connection parameters for each 3rd party system connection. Note it is the Customer's responsibility to ensure network connectivity between servers are established.

- 3.5. Load initial data mapping sets for the following codes. Note that mapping and translation of these codes is the responsibility of the customer.

- a) Dispatch Centers
- b) Agency
- c) Nature / Response Type
- d) Unit / Resource
- e) Unit Status
- f) Unit Type

3.6. *If the project involves joining a new dispatch center to an existing hub, or upgrading a publish-only interface to a bidirectional interface, some or all of these steps may have been already completed. The associated agreement will outline exceptions or additions to these steps.*

4. Training

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



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

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

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

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

5. Project Documentation

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

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

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

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

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

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



Tellus.Unify - Implementation

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

1. Phase 1: Project Initiation

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

2. Phase 2: System Setup

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

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

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

3. Phase 3: Discovery and Configuration

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

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

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

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

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



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

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

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

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

6. Phase 6: Final Training-Deploy to Production

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

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

Phase 7: Reliability Period and Warranty Period

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

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



Tellus.Unify – System Testing

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

1. Isolated CAD Adapter Testing

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

2. Provider End-to-End Testing

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

3. Customer End-to-End Acceptance Testing

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

4. Move system to Production – Start Warranty Period

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



Tellus.Unify – Customer Deliverables

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

1. Project Manager (PM)

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

2. External System Adapters

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

3. Regional Coordination

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

4. Testing Coordination

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

5. Subject Matter Experts (SME)

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

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



6. Network Connections

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

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

7. Memorandum of Understanding

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

8. Agency Specific Training

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

9. Test Environment

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

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

10. Remotely Accessible Test CAD Console

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

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

11. VPN Access For Testing and Maintenance

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

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

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



12. Timelines and Shared Responsibilities

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

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

13. Data in Transit

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

14. Data at Rest

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

15. COTS System

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

16. Background checks or clearance processes

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



Tellus.Unify – External System Dependencies

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

1. Tellus.Unify Adapters

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

1.1. Continuously provide and receive updated CAD incident and unit status data to and from the Tellus.Hub

- a) Share/receive new incidents
- b) Update data fields on current incidents
- c) Update dispatcher comments
- d) Assign units/resources to current Incidents
- e) Provide unit status updates including AVL data
- f) Present information to the CAD operator in an appropriate way

1.2. Continuously provide and receive updated unit information to and from the Tellus.Hub

- a) Unit assignment to incidents
- b) Unit status updates
- c) Send and receive unit requests

1.3. Connection notices - Provide connection and failure notices to the dispatcher when a prolonged disconnect or outage is detected.

1.4. Synchronize (refresh) active CAD data upon connecting including current CAD incident data and unit status data.

2. Other Considerations:

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

3. External system Adapter requirements

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



Exhibit A-2

License

SOFTWARE LICENSE PROVISIONS & WARRANTY

Software License Provisions

- 1.1 In consideration for, and subject to, the payment of the license fee(s) specified in Exhibit B of this Agreement, and the other promises, covenants and conditions herein, CONFIRE and/or the Agencies are hereby granted the following licenses to the software furnished in connection with this Agreement (the "Software" or "Application Software" or "Contractor Application Software"):
 - 1.1.1 The CONTRACTOR APPLICATION SOFTWARE: A nontransferable, nonexclusive right and license to Use the CONTRACTOR APPLICATION SOFTWARE and its association Documentation for said Software for CONFIRE'S and/or the Agencies' own internal use for the applications described in the Scope of Services, at the Designated Location, in the quantity set forth in Exhibit B, "Compensation". CONFIRE may make additional copies of the CONTRACTOR APPLICATION SOFTWARE as reasonably required for archival, or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with the Confidentiality provisions of the Agreement.
 - 1.1.2 Each copy of the CONTRACTOR APPLICATION SOFTWARE provided under this license that is not identified in Exhibit B of this Agreement as a Standby Copy may be used on only one Primary Computer System at any one time.
 - 1.1.3 Each copy of the CONTRACTOR APPLICATION SOFTWARE provided under this license and identified in Exhibit B of this Agreement as a Standby Copy may be used in a standby mode on only one Standby Computer System at any one time as a backup in the event of a failure, malfunction or other out of service condition of its Primary Computer System. In the event its Primary Computer System fails to operate, the Standby Computer System and the Designated Application Software identified as a Standby Copy may be enabled to function in its place. When the Primary Computer System returns to its normal operational mode, the Standby Computer System and the Designated Application Software identified as a Standby Copy must be returned to its standby mode.
- 1.2 Software may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses. Notwithstanding the above, CONFIRE and/or the Agencies shall be entitled to use Software at the applicable Designated Location for the purpose of the application(s) described in the Scope of Services. The Software shall not be used for other than the application(s) described in the Scope of Services.
- 1.3 CONFIRE and/or the Agencies shall not use, copy, rent, lease, sell, sublicense, create derivative works, or transfer the Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable software license agreement. Any such unauthorized use shall be void and



may result in immediate and automatic termination of the applicable license.

- 1.4 The Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code. Without limiting the generality of the foregoing, CONFIRE is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to such Source Code, even if such Source Code is loaded on the Hardware. The loading and/or using of Source Code to any Software by Contractor its employees, agents or Third Party vendors on the Hardware or any other computer system equipment at the Designated Location or any other location associated with CONFIRE or the Agencies shall not constitute a waiver of this provision, or any express or implied license or other permission to copy, use or exercise other rights to the Source Code.
- 1.5 CONFIRE or the Agencies may not export any Software or Documentation outside the United States without further written agreement of CONTRACTOR or the applicable Third Party vendor. In the event of such agreed export, CONFIRE agrees to comply with the requirements of the United States Export Administration Act of 1979 and any amendments thereto, and with all relevant regulations of the Office of Export Administration, U.S. Department of Commerce.
- 1.6 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable software license agreements.
- 1.7 CONFIRE may surrender any software licenses provided in connection with this Agreement at any time by performing the actions described in the Termination provisions of this Agreement, or the applicable software license agreement. Such surrender shall not affect CONTRACTOR'S right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

Warranties

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

If, in any such suit arising from such claim, the continued use of the software by CONFIRE is enjoined by any court of competent jurisdiction, Contractor shall, at its own expense, either (i) procure for CONFIRE the right to continue using the

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- 2.1 **Contractor Application Software.** Contractor warrants that, during the Warranty Period, the Contractor Application Software will perform in substantial conformity with the Specifications. If, during the Warranty Period, CONFIRE determines that a warranty defect exists in the Contractor Application Software, CONFIRE shall notify Contractor in accordance with Exhibit E of this Agreement, "Incident Management SLA Document".



- 2.1.1 The initial term of Software Support for the Contractor Application Software shall begin at Go Live and continue to the end of the Warranty Period and includes 24/7 Telephone Support, Updates as they are released, and correction of Software Errors, as more fully described in Exhibit E, "Incident Management SLA Document".
 - 2.1.2 Contractor further warrants and represents that the Contractor Application Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the Contractor Application Software. (Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of paragraph 2.2.5, below, shall constitute the agreement of the parties with respect to viruses. CONFIRE'S sole remedy with respect to the foregoing warranty shall be to receive an Update to the Software that does not contain any of the above-described routines or devices.
- 2.2 If the Contractor Application Software is unable to function as warranted due to any one or more of the following factors, additional charges may be imposed by Contractor for actions necessary to correct or work-around such factors during the Warranty Period, or any term of annual Software Support:
- 2.2.1 Modification of the Contractor Application Software, System Software or Equipment by CONFIRE or a third party unless permitted hereunder.
 - 2.2.2 Misuse or neglect, including without limitation failure to use the Contractor Application Software as described in the Documentation, or other instructions provided by Contractor.
 - 2.2.3 Software not provided by Contractor, not approved by Contractor in writing or not specified as compatible in the Documentation, which software causes the Contractor Application Software to malfunction. (The procedures for loading third party software on a Workstation are set forth in the System Planning Document supplied as an early deliverable of this project. As provided in said provision, software that is not provided by CentralSquare shall not be loaded on a Server.)
 - 2.2.4 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of CONFIRE to provide and maintain the site and facility requirements described in the System Planning Document, or the use of "clones" (generic "look-alike" equipment) as substitutes for the Equipment.
 - 2.2.5 Computer viruses that have not been introduced into CONFIRE'S system by Contractor. CONFIRE shall maintain up to date virus checking software and shall check all software received from Contractor or any other person or entity for viruses before introducing that software into any part of the System including, but not limited to, Workstations or Servers. If desired by CONFIRE, Contractor will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by Contractor, Contractor will provide a virus-free copy of the Contractor Application Software, and will, at its expense, reload said software (but not CONFIRE'S data) on CONFIRE'S Equipment. CONFIRE shall be responsible for



reloading its data and, to that end, shall practice reasonable back-up procedures for the System to mitigate the consequences of any virus.

2.2.6 Equipment or Software provided by third parties with which the Contractor Application Software interfaces or operates (including but not limited to System Software), including but not limited to problems caused by changes in such Equipment or Software. If such changes occur which require modifications or other actions with respect to the Contractor Application Software, such modifications or actions shall (unless identified in Exhibit B as a line item in this Agreement) be subject to the mutual written agreement of the parties, including but not limited to, additional charges by Contractor at its then current rates for engineering and technical support.

2.2.7 After the Warranty Period, Contractor's obligations with respect to operation of the items purchased and/or licensed hereunder shall be as specified in Exhibit E, "Incident Management SLA Document".

2.3 Problems in the Contractor Application Software or transmission of data caused by wireless services are not warranted by Contractor or covered under the terms of this Agreement. CONFIRE'S use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at CONFIRE'S sole risk.

2.4 CONFIRE is responsible for maintaining the required certifications for access to CONFIRE'S state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

2.5 Equipment, System Software and Subcontractor Hardware and Software, and any other items provided under this Agreement and not manufactured by Contractor (collectively "Third Party Items"). Third Party Items are warranted by the manufacturers or Vendors thereof, not by Contractor. Contractor shall pass through to CONFIRE any warranties on Third Party Items granted to it. If, during the warranty period for Third Party Items CONFIRE determines that they do not perform as warranted, CONFIRE shall contact Contractor using the procedures described in Exhibit E, "Incident Management SLA Document". Contractor shall perform Help Desk functions by receiving calls and providing reasonable assistance to CONFIRE in determining the causes of the reported problem and in assisting CONFIRE in making claims under applicable third party warranties. Notwithstanding the foregoing, CONFIRE warrants that, during the Warranty Period for the Contractor Application Software, the Contractor Application Software shall be compatible with the Third Party Items (i.e., shall communicate, share data and otherwise work together without additional software or hardware not provided under this Agreement) provided that all Subsystem components are used and maintained by CONFIRE as specified or instructed by Contractor, or the respective Vendors thereof, provided further that such items have not been changed since the Delivery thereof such that the Contractor Application Software is no longer compatible without modification.

2.5.1 Notice: The design of keyboards, computer desks, chairs and other items in the workplace ("ergonomic characteristics") affect the comfort, efficiency and safety of such items with respect to people who use them. Such ergonomic characteristics are determined by the manufacturer of such items, and the manner of their use in the workplace. To the extent allowed by law, Contractor disclaims all warranties, express or implied, with respect to the ergonomic characteristics of said items. CONFIRE shall adopt and regularly practice generally accepted



workplace safety practices to promote safety and prevent injury from the use of such items and shall hold Contractor harmless from and against all claims, actions or proceedings related to the ergonomic characteristics of such items and injuries related to or caused therefrom.

- 2.6 Except as otherwise set forth in this Agreement, and only to the furthest extent permitted by law, **CONTRACTOR MAKES AND CONFIRE RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**



Exhibit A-3

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

Central Square warrants that the:

1. Items listed as "Existing Functionality" in the Response shall be met as described in the Response.
2. Items: FT1, FT 2, FT3, FT105 listed as "Under Development" in the Response -shall be available by the Quarter 4 of 2020, no later than [January 31, 2021insert date].

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

Contractor shall receive payment for the Services satisfactorily rendered and the License hereby conveyed collectively the sum of [REDACTED], to be paid pursuant to the following schedule:

Pricing Assumptions

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

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

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

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

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

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

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

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

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

CONFIRE

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

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

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

Travel Expenses are due as incurred.

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

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

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

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

Pricing for Optional Items are valid for twenty-four (24) months after the execution date.

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COMPENSATION & PAYMENT SCHEDULE

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



COST DETAIL: SOFTWARE & SERVICES

License Fees & Maintenance

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

Cloud/Hosted Fees

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

Escrow Fees

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

Professional Services

Installation & Configuration

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

Development & Conversion

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

Technical Services

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

Training

<u>Product Name</u>	<u>Amount</u>
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Unify Training - Agency 1	1	3,360.00
Unify Training - Agency 2	1	3,360.00
Unify Training - Agency 3	1	3,360.00
Total		10,080.00

Project Management

Product Name		Amount
Unify Project Management - Agency 1	1	8,800.00
Unify Project Management - Agency 2	1	8,800.00
Unify Project Management - Agency 3	1	8,800.00
Total		26,400.00

Total Professional Services		163,605.00
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SUMMARY

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



Optional Items:

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

License Fees & Maintenance:

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

Professional Services: Per Agency Unify or Notify:

Professional Services Installation & Configuration – Per Agency

Product Name	Amount
Unify or Notify	5,950.00

Development & Conversion – Per Agency

Product Name	Amount
Unify or Notify Development	10,400.00

Technical Services – Per Agency

Product Name	Amount
Unify or Notify Technical Services	29,000.00

Training – Per Agency

Product Name	Amount
Unify or Notify Training	3,360.00

Project Management – Per Agency

Product Name	Amount
Unify or Notify Project Management	8,800.00

Total Professional Services 57,510.00

Professional Services: Aware with CAD Connection:

Professional Services Installation & Configuration – Per Agency

Product Name	Amount
Aware Installation	5,950.00

Technical Services – Per Agency

Product Name	Amount
Aware Technical Services	24,800.00



Training – Per Agency

<u>Product Name</u>	<u>Amount</u>
Aware Training	2,560.00

Project Management – Per Agency

<u>Product Name</u>	<u>Amount</u>
Aware Project Management	6,400.00

Total Professional Services	39,710.00
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**EXHIBIT C
to INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES**

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **PRODUCT.** Title to Product (other than software) will pass to CONFIRE upon delivery of equipment to CONFIRE. CONTRACTOR shall bear the responsibility for all risks of physical loss or damage to the Product until such Product is delivered to CONFIRE, except to the extent such damage is caused by CONFIRE. To retain the benefit of this clause, CONFIRE shall promptly notify CONTRACTOR of any loss or damage upon receipt of any or all items of Product and cooperate in the processing of any claims made by CONTRACTOR..
3. **TERMINATION.**
 - a. Without Cause by CONFIRE. CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) days after the day of mailing, whichever is sooner. The Agreement shall terminate without further obligation of CONFIRE as of that date, except that CONFIRE shall pay CONTRACTOR for all fees, charges and expenses earned up to the date of termination and CONFIRE shall return all hardware and software components which have not been fully paid for.
 - b. Without Cause by Contractor. Contractor may not terminate this Agreement without cause.
 - c. With Cause by CONFIRE. CONFIRE may terminate this Agreement at any time if (i) Contractor fails to comply with any material term or condition of this Agreement unless the Contractor cures such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Contractor commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Contractor's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect Contractor's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement at any time if (i) CONFIRE fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to Contractor, CONFIRE cures such breach within fifteen (15) days after written notice of such failure by Contractor or (b) in other cases, CONFIRE cure such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, CONFIRE commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) CONFIRE's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination.
 - e. Upon termination, Contractor shall provide CONFIRE with all documents that are not

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

4. INDEMNIFICATION/DEFENSE/HOLD HARMLESS.

a. Generally. To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

1. arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants;

b. Indemnified Parties, Defined. The "Indemnified Parties" are CONFIRE, its officers, consultants, employees, and trustees.

c. Claim, Defined. A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:

(1) If the Agreement is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor; and

(2) If Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.

d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor's expense against a Claim set forth in Section 4.a, supra, of this Exhibit C.

5. INSURANCE. Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.

6. CONFIDENTIALITY. Contractor and Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process, but in no event shall do so any later

than five (5) business days or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. Notwithstanding the above, the Contractor shall own the copyrights, trade secrets, patent rights and other proprietary rights and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. CONFIRE shall acquire no intellectual property ownership rights to the underlying software or documentation for the Services or the materials covered by the License ("Software or Documentation") as a result of such use, whether as author, joint author, or otherwise. CONFIRE understands and agrees that the Software and Documentation (including without limitation Application Software and Documentation) including, but not limited to, the Source Code, Object Code, the OSDs, IRDs and ATPs, the Scope of Services, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "Contractor Proprietary Information") constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the vendor a competitive advantage. If any Contractor or Subcontractor Proprietary Information is subject to any Federal or State statute(s) providing for public access or disclosure of public records, documents or other material, CONFIRE shall (i) provide to

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

7. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.
8. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE's legislative body has approved all the terms and conditions contained herein.
9. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
10. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices

required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

11. **PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
12. **SAFETY AND SECURITY.** Contractor is responsible for maintaining safety in the performance of this Agreement.
13. **ANTI-DISCRIMINATION.** It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, Contractor agrees to require like compliance by all its subcontractor(s).
14. **AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting

principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. CONFIRE will be responsible for any related expenses it incurs in relation to any such audit.

15. **EVALUATION OF CONTRACTOR AND SUBORDINATES.** CONFIRE may evaluate Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:
 - a. Requesting that CONFIRE employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
16. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance, and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.

- 17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 18. ASSIGNMENT AND SUCCESSORS.** Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. An acquisition or merger of all or substantially all of the Contractor's assets shall not be considered an assignment hereunder. In such event upon the assumption of Contractor's obligations by an assignee, Contractor shall provide notice to CONFIRE. CONFIRE shall not assign this Agreement without the prior written consent of Contractor, which consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 19. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- 20. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for

payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.

- 21. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial CONFIRE in which CONFIRE's principal administrative office is located.
- 22. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 23. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 24. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 25. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 26. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 27. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 28. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this

Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

- 29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.
- 30. **DEBARMENT.** Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.
- 31. **FEDERAL AUDIT.** Contractor shall provide CONFIRE, any person granting funds to CONFIRE to fund this Contract, any Federal grantor agency when funds are granted to CONFIRE to fund this contract, the Comptroller General of the United States, or any of their duly authorized representatives with access to its books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained for no less than three (3) years after final payment is made under this Agreement.
- 32. **APPLICABLE LAW.** Contractor shall apply with applicable law as a condition of this Agreement, including by way of illustration and not by limitation, all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
 - a. components or potential

33. **PIGGYBACK CLAUSE.** For the term of the Agreement, Contractor agrees to contract on the same terms as set forth in this Exhibit C, as set forth in this Agreement with interested agencies for the services set forth in this Agreement (a "Piggyback Contract"). Contractor shall require each of the interested agencies to indemnify, defend with counsel appointed by CONFIRE, and hold harmless CONFIRE for any losses that directly or indirectly arise out of or relate to its Piggyback Contract, and by entering into a Piggyback Contract each of the interested agencies agrees to indemnify, defend with counsel appointed by CONFIRE, and hold harmless CONFIRE for any losses that directly or indirectly arise out of or relate to its Piggyback Contract. CONFIRE expressly disclaims any warranty, whether express or implied, with respect to any of the interested agencies authority to enter into a Piggyback Contract, the validity of this paragraph or Agreement, or otherwise, and by entering into a Piggyback Contract each of the interested agencies agrees that CONFIRE extends no warranty, whether express or implied, with respect to any of the interested agencies authority to enter into a Piggyback Contract, the validity of this paragraph or Agreement, or otherwise.

34. **UASI Specific Requirements**

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

35. **Project Risks**

The customization efforts involved when integrating the UNIFY bidirectional Adapters and interfaces with Hub includes several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, an agency may use different methods of sharing incidents and exchanging information through their connection to Hub.

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Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate custom integration with inherent risks associated with configuration efforts. CentralSquare will discuss risk

mitigation efforts with the customer early in the discovery phase.



EXHIBIT D
to INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES
INSURANCE

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

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



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

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

Any failure, actual or alleged, on the part of CONFIRE to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of CONFIRE.
12. **Deductibles and Self-Insurance Retention** – Any and all deductibles or self-insured retentions in excess of Ten Thousand Dollars (\$10,000) shall be declared to and approved by CONFIRE.



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13. **Failure to Procure Insurance** – All insurance required must be maintained in force at all times by Contractor. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for CONFIRE to give notice to immediately terminate the Agreement. Failure to reinstate said insurance within the ten (10) days' of notice to do so shall be cause for termination and for forfeiture of this Agreement, and/or CONFIRE, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by CONFIRE shall be repaid by Contractor to CONFIRE upon demand but only for the pro rata period of non-compliance.
- a. CONFIRE shall have no liability for any premiums charged for such coverage(s). The inclusion of CONFIRE as additional named insured is not intended to and shall not make a partner or joint venturer with Contractor in Contractor's operations.
 - b. Contractor agrees to require all parties or subcontractors, or others it hires or contracts with to perform any portion of the Services under this Agreement to provide insurance covering such use with the same insurance policies and requirements for Contractor as set forth in this Agreement and naming CONFIRE as additional insured. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

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**EXHIBIT E
Incident Management
SLA Document**

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

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

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

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

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

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

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

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



subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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(j) See §200.322 Procurement of recovered materials. A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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

ESCROW ACCOUNT FOR CONTRACTOR
SOFTWARE SOURCE CODE

1.0 SOURCE CODE ESCROW

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

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

1.1.1.1 CentralSquare's persistent and uncured failure to carry out or provide for the carrying out of material warranty obligations imposed upon it pursuant to this Agreement or any Software Support Agreement between the Parties with respect to the Software, which failure persists for a period of thirty (30) days after written notice from Client to CentralSquare asserting such failure and the intention to demand a release of Source Code from escrow, or

1.1.1.2 CentralSquare's failure to continue to do business in the ordinary course without providing an alternate source of warranty or Software Support by a ready, willing and able assignee.

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

1.1.3 Provided that a release of Source Code is rightfully made hereunder, Client is granted a license to copy and Use the Source Code for the sole purpose of software maintenance. For purposes of these Source Code Escrow provisions, the term "software maintenance" means correction of software errors and preparation of software

Commented [RM5]: Up for discussion by CONFIRE

Commented [JH6]: CENTRAL SQUARE TO INSERT LANGUAGE THEY SENT TO US, LINDSEY APPROVED. Will replace this and cost for this as well.



~~modifications and enhancements for Client's internal use only. If Client creates new and original computer code not derived from the Software or the ideas, processes, methods of operation, technology or know-how implemented therein, in the process of software maintenance, the intellectual property rights (including copyright, patent and trade secret) in and to that specific new and original code shall be owned by Client. However, if Client's enhancements or other modifications result in the creation of a derivative work from the Software, or a work based upon the ideas, processes, methods of operation, technology or know-how implemented therein, the intellectual property rights (including copyright, patent and trade secret) in and to such work shall be owned by CentralSquare and Client's rights to use such work shall be limited to those granted with respect to the Software in this Agreement. No rights to distribute Source Code or derivative works therefrom are granted hereunder.~~

~~In the event of release under this Agreement, the CONFIRE agrees that it will treat and preserve the deposited materials as a trade secret of Contractor in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.~~

~~Upon execution of this Agreement, Contractor shall place the source code for all of the Contractor's software that will be provided to the CONFIRE under this Agreement in an escrow account for the benefit of the CONFIRE. Any new releases or upgrades to Contractor's systems that are installed at the CONFIRE shall also be placed in the escrow account in accordance with the terms of the source code escrow agreement.~~

~~The source code will be released to the CONFIRE in the event of Contractor's material breach of this Agreement, Contractor's abandonment of support and maintenance of the CONFIRE's software, or Contractor's abandonment of support and maintenance of the CONFIRE's software to the extent that the CONFIRE's operations are severely impaired. In the event the source code is released to the CONFIRE, the CONFIRE agrees to use it exclusively for internal purposes, to maintain its confidentiality, and to otherwise be bound by all other terms and conditions of this Agreement not inconsistent with its possession and use of the source code.~~

~~Contractor will also provide the CONFIRE with all of the filenames, data dictionaries, and update files (when implemented) for all of Contractor's systems that are, or will be, installed in the CONFIRE.~~

CONFIRE

EXHIBIT H
Master Escrow Agreement for
Source Code

(ATTACHED)

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EXHIBIT I Change Order Process

1. The cost of any change in scope or license(s) as set forth in Exhibits A-1, A-2 and A-3 to this Agreement shall be covered in a Change Order as provided in this Exhibit I.
2. CONFIRE may, at any time, and by written order, make changes within the scope of this Agreement as allowed by California law.
3. CONFIRE or CentralSquare may request changes in the scope or license(s) set forth in this Agreement. If a requested change causes an increase or decrease in the cost or schedule, CONFIRE shall reflect such an adjustment in a Change Order. CentralSquare shall not perform requested changes unless both parties execute a written change order. If CentralSquare proceeds to perform such changes without an executed written Change Order, it do so at its own risk.
4. If the parties are unable to agree on a change or on the cost of a change in scope or license(s) required under a change order in sufficient time to maintain any schedule, CONFIRE may direct CentralSquare to provide the additional service(s) or license(s) if such is necessary due to an emergency or to avoid a negative impact on any schedule, and the cost will be determined or otherwise agreed to at a subsequent date. Upon receipt of such directive, CentralSquare shall promptly provide such service or license(s) in accordance with the Agreement.
5. Any Change order that increases the total cost of this Agreement as set forth in Exhibit ?? by [insert dollar figure] or more, must be approved by CONFIRE's Governing Board.

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CONFIRE

STAFF REPORT

DATE: 3/31/2020

**FROM: Mike Bell
Director**

TO: Administrative Committee

SUBJECT: Procurement of Priority Solutions Low Code Module

RECOMMENDATION

Approve quote and contract with Priority Solutions, Inc for the purchase of the Omega and Low Code Module for \$97,898 from budgeted fund in the General Reserves (5010)

Approve as a single source purchase since this is a proprietary add-on module to the existing CONFIRE Emergency Medical Dispatch software (ProQA).

Authorize CONFIRE Director to execute the contract making only minor adjustments as approved by CONFIRE legal counsel if required.

BACKGROUND

CONFIRE has been leading a regional effort to develop an Emergency Community Nurse System (ECNS) for over two years. The primary objective of this program would be to manage certain low-acuity medical calls more effectively in order to provide the appropriate response and care for callers while creating efficiencies in the Emergency Medical Services arena by minimizing low-acuity responses, thus allowing resources to be more available for true emergencies.

Various stakeholder groups are in strong support of this approach, including health care providers, insurance providers hospitals and physicians. Additionally, ICEMA and its medical director are also in strong support of an ECNS program.

The COVID-19 incident reminds us that we need to be better prepared to utilize modern methods of managing resources on a daily basis so they can scale up or down in crisis to more effectively respond in such instances. It is recommended that CONFIRE make the investment in this capability to enhance its ability to be better prepared in the aftermath of COVID-19 for the next issue that challenges the response system. It is possible that if this program is procured and installed at CONFIRE, certain measures could occur in time to utilize the program during

this pandemic. That would require additional coordination with entities willing to bring nurses into the mix in a timely fashion. There are avenues available to explore that potential if needed.

Purchasing and installing the program puts CONFIRE in a ready status to take the program to the next level as it moves forward. It also positions the organization to be prepared for other telemedicine advances that may become available through ProQA.

ON-GOING FISCAL IMPACTS:

Annual Maintenance: \$48,000

CONFIRE will seek out opportunities to enter into partnerships to help fund this program going forward. IEHP and Kaiser have both indicated a willingness to explore those opportunities. The Center for Medicare & Medicaid Services (CMS) is also developing pathways to assist agencies with funding such initiatives on a go forward basis. CONFIRE will be well-positioned to take advantage of those opportunities with this capability in place.

110 Regent Street, Suite 500
 Salt Lake City, UT 84111
 USA
www.prioritydispatch.net
 Prepared By: Cheryl Collins
 Phone: (800) 363-9127
 Email: cheryl.collins@prioritydispatch.net

Agency: CONFIRE
 Agency ID#: 8795
 Quote #: Q-25563
 Date: 3/12/2020
 Offer Valid Through: 6/8/2018
 Payment Terms: Net 30
 Currency: USD

Bill To:
 CONFIRE
 Mike Bell
 1743 MIRO WAY
 Rialto, California 92376-8630
 United States

Ship To:
 CONFIRE
 Mike Bell
 1743 Miro Way
 Rialto, California 92376-8630
 United States

Line	Product Name	Qty	Unit Price	Amount
1	ProQA OMEGA/MPDS License and Annual Fee - includes maintenance, service and support CONFIRE Licenses	21	18,900.00	18,900.00
2	LowCode Software License and Annual Fee - license maintenance, service and support via email, web or telephone	2	10,800.00	21,600.00
3	LowCode Testing License and Annual Fee - includes maintenance, service and support	2	0.00	0.00
4	LowCode Training License and Annual Maintenance Fee - includes annual maintenance, service and support	2	1,875.00	3,750.00
5	AQUA LowCode Case Review Software for ECNS - Quality Assurance (case review) software	1	1,500.00	1,500.00
6	XLerator Client Server Suite Additional license keys needed for LowCode	1	2,500.00	1,250.00
7	ECNS Clinical and LowCode Software Certification Course - ECNS certification course for nurses (onsite, 3 days, 24 hours total, 10 student maximum)	1	10,000.00	10,000.00
8	LowCode Clinical Development and Training - customization of scripts, Point of Care settings and Codekey maintenance items	1	2,500.00	2,500.00
9	OMEGA Clinical Training - ProQA training for the concepts and process of the Omega protocol and ECNS referral as a response	1	1,500.00	1,500.00
10	ECN-Q Training and Certification Course - materials, tuition and quality assurance certification (2 days, 16 hours, up to 5 students maximum)	1	3,500.00	3,500.00
11	LowCode System Administration Training - onsite training (6 hours) for center management detailing program configuration and customization options	1	1,500.00	1,500.00
12	LowCode Software Installation, Configuration and Development Onsite technical assistance, software installation and configuration for IT personnel	1	5,000.00	4,000.00
13	LowCode and ECNS User Acceptance Testing - testing to ensure proper setup of system	1	1,500.00	1,500.00

"To lead the creation of meaningful change in public safety and health."

Line	Product Name	Qty	Unit Price	Amount
14	ECNS Project Management and Implementation Support - implementation support and quality management program development	1	25,000.00	20,000.00
15	Trip Charge/Travel Expenses - travel days and associated fees	1	7,500.00	6,000.00
16	Remote AQUA Software Training Per person cost for a 6 hour course completed in a virtual, instructor-led environment	2	199.00	398.00
ECNS Implementation TOTAL:				USD 97,898.00

Line	Product Name	Qty	Unit Price	Amount
17	Discount for ECNS ACE Accreditation if achieved within 12 months of system go live. \$6,750 annual fee added to annual maintenance fee years 2-N if not achieved.	1	-6,750.00	-6,750.00
18	ProQA OMEGA/MPDS License and Annual Fee - includes maintenance, service and support CONFIRE Licenses	21	18,900.00	18,900.00
19	LowCode Software License and Annual Fee - license maintenance, service and support via email, web or telephone	2	10,800.00	21,600.00
20	ECNS Annual Product Maintenance and Support Package - I.T. support (remote), development, localization/customization of the software and database architecture	1	9,000.00	9,000.00
21	LowCode Training License and Annual Maintenance Fee - includes annual maintenance, service and support	2	1,875.00	3,750.00
22	AQUA Case Review Software for ECNS - Quality Assurance (case review) software	1	1,500.00	1,500.00
23	Shipping & Handling	1	0.00	0.00
Years 2-N TOTAL:				USD 48,000.00

Line	Product Name	Qty	Unit Price	Amount
24	ECNS Clinical & Software Certification Course per Attendee ECNS certification course for nurses (Onsite, 3 days/24 hours, 10 student maximum)	1	1,850.00	1,850.00
25	ECN-Q Training and Certification Materials, tuition and certification (2 days, 16 hours)	1	1,250.00	1,250.00
26	Clinical Development and Training - customization of scripts, Point of Care settings and Codekey maintenance items Per day charge (8-15 days usually needed)	1	2,000.00	2,000.00
27	Ongoing IT Development and Support - technical assistance, software installation and configuration for IT personnel Per day charge	1	2,000.00	2,000.00

"To lead the creation of meaningful change in public safety and health."

Line	Product Name	Qty	Unit Price	Amount
28	External Education Support - for hospitals, community services, responders etc Per day charge	1	2,000.00	2,000.00
Ongoing Products, Services & Training (not incl in quote total) TOTAL:				USD 9,100.00

Discount	USD 8,750.00
Subtotal	USD 97,898.00
Estimated Tax	
Total	USD 97,898.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Credit Card #:		Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
Low Code Emergency Community Nurse System Services and License**

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

RECITALS

1. CONFIRE is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
2. CONFIRE is in need of such services and advice and Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by CONFIRE.
3. Contractor represents and warrants that it is a Utah corporation duly formed and existing under the laws of the State of Utah, and further represents and warrants that it does not nor will it during the term of this Agreement conduct activity sufficient to require it to register as a foreign corporation doing business in California with the California Secretary of State.

AGREEMENT

1. EXHIBITS

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

Exhibits include:

- Exhibit A-1: Scope of Services
- Exhibit A-2: License
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance
- Exhibit E: Quote No. Q-25563

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on March 31, 2020 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) June 30, 2025.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of CONFIRE, and are not entitled to benefits of any kind or nature normally provided employees of CONFIRE and/or to which CONFIRE’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

4. SCOPE OF SERVICES AND LICENSE

Contractor shall furnish to CONFIRE the services described in Exhibit A-1 (“Services”) and hereby furnishes CONFIRE with the license set forth in Exhibit A-2 (“License”).

5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement and License hereby conveyed as specified in Exhibit B (“Compensation”).

6. GENERAL TERMS AND CONDITIONS

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

7. INSURANCE

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

8. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail (or email if an address is provided below for the recipient) addressed as follows:

To CONFIRE:
Consolidated Fire Agencies
1743 Miro Way, Rialto, CA 92376
Attn: Director

To Contractor:
Priority Solutions, Inc.
110 S. Regent Street, Suite 500
Salt Lake City, Utah 84111
Attn: Conrad Fivaz
Email: conrad.fivaz@prioritydispatch.net

9. LIMITATION OF LIABILITY

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

10. CONSTRUCTION

Except where context clearly requires otherwise, all references to Services in Exhibit C and Exhibit E hereto shall be construed to include the License as well.

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

Consolidated Fire Agencies

Priority Solutions, Inc.

Date: _____, 20__

Date: _____, 20__

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

EXHIBIT A-1
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Contractor shall provide CONFIRE with the services set forth in Quote No. Q-25563, a copy of which is set forth in Exhibit E, and which are referred to in this Agreement as the “Services.”

**EXHIBIT A-2
to AGREEMENT FOR SERVICES**

LICENSE

Contractor hereby grants to CONFIRE an irrevocable, non-transferable license to use, for the term of this Agreement, the software set forth in Quote No. Q-25563, a copy of which is set forth in Exhibit E, and any other reasonably necessary associated rights, subject to the condition that CONFIRE obtain active Accredited Center of Excellence (“ACE”) status with International Academies of Emergency Dispatch (“IAED”) as soon as reasonably practicable after the Effective Date of this Agreement and maintain such status for the duration of the term of this Agreement (collectively referred to in this Agreement as the “License”).

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

Not to exceed: (1) the sum set forth for the “ECNS Implementation TOTAL” as referenced in Quote No. Q-25563, a copy of which is attached to this Agreement as Exhibit E, for the Effective Date through June 30, 2021; (2) the sum set forth for the “Years 2-N TOTAL” as referenced in Quote No. Q-25563, a copy of which is attached to this Agreement as Exhibit E, for each year thereafter; and (3) the sum set forth for the “Ongoing Products, Services & Training (not incl in quote total) TOTAL” referenced in Quote No. Q-25563, a copy of which is attached to this Agreement as Exhibit E, for additional Services as requested in writing by CONFIRE.

B. Payment

a. Schedule

Contractor shall invoice CONFIRE within thirty (30) days of the Effective Date for the Services and License through June 30, 2021, and within thirty (30) days of July 1 for each year thereafter.

b. Process

Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after Contractor submits an invoice to CONFIRE for Services actually completed and the License hereby conveyed.

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public agencies.
2. **ORIGINALITY OF SERVICES AND LICENSED MATTERS.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to CONFIRE and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by CONFIRE as a basis for such Services or License.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of CONFIRE and cannot be used without CONFIRE's express written permission. CONFIRE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CONFIRE. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. **Contractor retains all rights as to matters not produced under this Agreement.**
4. **TERMINATION.**
 - a. **Without Cause by CONFIRE.** CONFIRE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by CONFIRE shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by CONFIRE.** CONFIRE may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by Contractor; or
 - (2) any act by Contractor exposing CONFIRE to liability to others for personal injury or property damage; or
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by CONFIRE; or
 - (2) any act by CONFIRE exposing Contractor to liability to others for personal injury or property damage; or
 - (3) CONFIRE is adjudged bankrupt, CONFIRE makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
 - e. Upon termination, Contractor shall provide CONFIRE with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by CONFIRE shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, CONFIRE may secure the required services from another Contractor. If the expense, fees, and/or costs to CONFIRE exceeds the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to CONFIRE upon the receipt of CONFIRE's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CONFIRE.

5. INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.

a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

(1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; or

(2) arises out of, pertains to, or relates to the performance of this Agreement

b. **Indemnified Parties, Defined.** The “Indemnified Parties” are CONFIRE, its officers, consultants, employees, and trustees.

c. **Claim, Defined.** A “Claim” consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees and causes of action to property or persons, including personal injury and/or death, except that:

(1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a “Claim” shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor; and

(2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a “Claim” shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.

d. CONFIRE may accept or reject legal counsel Contractor proposes to defend CONFIRE with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend CONFIRE at Contractor’s expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.

6. **INSURANCE.** Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.

7. **CONFIDENTIALITY.** Contractor and Contractor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services (“Confidential

Information”), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of CONFIRE, except as required by law or as necessary for Contractor’s agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor’s agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to CONFIRE notice(s) of the legal process”, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that CONFIRE may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

8. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify CONFIRE of this information.

9. **APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon CONFIRE until CONFIRE’s Governing Board has approved all the terms and conditions contained herein.

10. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.

11. **COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of CONFIRE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on

conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify CONFIRE, in writing, and, at the sole option of CONFIRE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from CONFIRE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying CONFIRE of the violation, Contractor shall bear all costs arising therefrom.

12. PERMITS/LICENSES. Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. SAFETY AND SECURITY. Contractor is responsible for maintaining safety in the performance of this Agreement.

14. ANTI-DISCRIMINATION. It is the policy of CONFIRE that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all its subcontractor(s).

15. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CONFIRE, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that CONFIRE shall give reasonable prior notice to Contractor and shall conduct audit(s)

during Contractor's normal business hours, unless Contractor otherwise consents.

16. EVALUATION OF CONTRACTOR AND SUBORDINATES. CONFIRE may evaluate Contractor in any manner which is permissible under the law. CONFIRE's evaluation may include, without limitation:

a. Requesting that CONFIRE employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.

b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by CONFIRE.

18. 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.

19. ASSIGNMENT AND SUCCESSORS. Neither CONFIRE nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

20. 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.

- 21. 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.
- 22. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial CONFIRE in which CONFIRE's principal administrative office is located.
- 23. 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.
- 24. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 25. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between CONFIRE and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both CONFIRE and Contractor.
- 26. MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contractor.
- 27. 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.
- 28. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 29. 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.

- 30. 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.

**EXHIBIT D
to AGREEMENT FOR SERVICES**

INSURANCE

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
 - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, CONFIRE, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - 1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with CONFIRE the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
 - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to Contractor's profession.

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

2. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to CONFIRE and approved by CONFIRE. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to CONFIRE, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 2.3. An endorsement stating that CONFIRE and the State and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance

- or self-insurance maintained by CONFIRE.
- 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

EXHIBIT E
to AGREEMENT FOR SERVICES

QUOTE NO. Q-25563

110 Regent Street, Suite 500
 Salt Lake City, UT 84111
 USA
www.prioritydispatch.net
 Prepared By: Cheryl Collins
 Phone: (800) 363-9127
 Email: cheryl.collins@prioritydispatch.net

Agency:
 Agency ID#:
 Quote #:
 Date:
 Offer Valid Through:
 Payment Terms
 Currency:

CONFIRE
 8795
 Q-25563
 3/12/2020
 6/8/2018
 Net 30
 USD

Bill To:
 CONFIRE
 Mike Bell
 1743 MIRO WAY
 Rialto, California 92376-8630
 United States

Ship To:
 CONFIRE
 Mike Bell
 1743 Miro Way
 Rialto, California 92376-8630
 United States

Line	Product Name	Qty	Unit Price	Amount
1	ProQA OMEGA/MPDS License and Annual Fee - includes maintenance, service and support CONFIRE Licenses	21	18,900.00	18,900.00
2	LowCode Software License and Annual Fee - license maintenance, service and support via email, web or telephone	2	10,800.00	21,600.00
3	LowCode Testing License and Annual Fee - includes maintenance, service and support	2	0.00	0.00
4	LowCode Training License and Annual Maintenance Fee - includes annual maintenance, service and support	2	1,875.00	3,750.00
5	AQUA LowCode Case Review Software for ECNS - Quality Assurance (case review) software	1	1,500.00	1,500.00
6	XLerator Client Server Suite Additional license keys needed for LowCode	1	2,500.00	1,250.00
7	ECNS Clinical and LowCode Software Certification Course - ECNS certification course for nurses (onsite, 3 days, 24 hours total, 10 student maximum)	1	10,000.00	10,000.00
8	LowCode Clinical Development and Training - customization of scripts, Point of Care settings and Codekey maintenance items	1	2,500.00	2,500.00
9	OMEGA Clinical Training - ProQA training for the concepts and process of the Omega protocol and ECNS referral as a response	1	1,500.00	1,500.00
10	ECN-Q Training and Certification Course - materials, tuition and quality assurance certification (2 days, 16 hours, up to 5 students maximum)	1	3,500.00	3,500.00
11	LowCode System Administration Training - onsite training (6 hours) for center management detailing program configuration and customization options	1	1,500.00	1,500.00
12	LowCode Software Installation, Configuration and Development Onsite technical assistance, software installation and configuration for IT personnel	1	5,000.00	4,000.00
13	LowCode and ECNS User Acceptance Testing - testing to ensure proper setup of system	1	1,500.00	1,500.00

"To lead the creation of meaningful change in public safety and health."

Line	Product Name	Qty	Unit Price	Amount
14	ECNS Project Management and Implementation Support - implementation support and quality management program development	1	25,000.00	20,000.00
15	Trip Charge/Travel Expenses - travel days and associated fees	1	7,500.00	6,000.00
16	Remote AQUA Software Training Per person cost for a 6 hour course completed in a virtual, instructor-led environment	2	199.00	398.00
ECNS Implementation TOTAL:				USD 97,898.00

Line	Product Name	Qty	Unit Price	Amount
17	Discount for ECNS ACE Accreditation if achieved within 12 months of system go live. \$6,750 annual fee added to annual maintenance fee years 2-N if not achieved.	1	-6,750.00	-6,750.00
18	ProQA OMEGA/MPDS License and Annual Fee - includes maintenance, service and support CONFIRE Licenses	21	18,900.00	18,900.00
19	LowCode Software License and Annual Fee - license maintenance, service and support via email, web or telephone	2	10,800.00	21,600.00
20	ECNS Annual Product Maintenance and Support Package - I.T. support (remote), development, localization/customization of the software and database architecture	1	9,000.00	9,000.00
21	LowCode Training License and Annual Maintenance Fee - includes annual maintenance, service and support	2	1,875.00	3,750.00
22	AQUA Case Review Software for ECNS - Quality Assurance (case review) software	1	1,500.00	1,500.00
23	Shipping & Handling	1	0.00	0.00
Years 2-N TOTAL:				USD 48,000.00

Line	Product Name	Qty	Unit Price	Amount
24	ECNS Clinical & Software Certification Course per Attendee ECNS certification course for nurses (Onsite, 3 days/24 hours, 10 student maximum)	1	1,850.00	1,850.00
25	ECN-Q Training and Certification Materials, tuition and certification (2 days, 16 hours)	1	1,250.00	1,250.00
26	Clinical Development and Training - customization of scripts, Point of Care settings and Codekey maintenance items Per day charge (8-15 days usually needed)	1	2,000.00	2,000.00
27	Ongoing IT Development and Support - technical assistance, software installation and configuration for IT personnel Per day charge	1	2,000.00	2,000.00

"To lead the creation of meaningful change in public safety and health."

Line	Product Name	Qty	Unit Price	Amount
28	External Education Support - for hospitals, community services, responders etc Per day charge	1	2,000.00	2,000.00
Ongoing Products, Services & Training (not incl in quote total) TOTAL:				USD 9,100.00

Discount	USD 6,750.00
Subtotal	USD 97,898.00
Estimated Tax	
Total	USD 97,898.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Credit Card #:		Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."

CONFIRE FY 2020/21 Call Volume

	2020 Budget Figures	%		2019 Budget Figures	%
AppleValley	12,171	5.34%	AppleValley	12,073	5.34%
Big Bear Fire	3,702	1.62%	Big Bear Fire	3,569	1.58%
Chino Valley	12,401	5.44%	Chino Valley	12,267	5.42%
Colton	6,780	2.97%	Colton	6,643	2.94%
Loma Linda	3,892	1.71%	Loma Linda	3,909	1.73%
MontclairFD	4,510	1.98%	MontclairFD	4,450	1.97%
RanchoCucamonga	15,882	6.97%	RanchoCucamonga	16,208	7.17%
Redlands	10,411	4.57%	Redlands	10,351	4.58%
Rialto	10,064	4.41%	Rialto	10,284	4.55%
Running Springs	609	0.27%	Running Springs	579	0.26%
San Bernardino County	122,419	53.71%	San Bernardino County	121,087	53.54%
San Manuel FD	1,878	0.82%	San Manuel FD	1,829	0.81%
Victorville	22,296	9.78%	Victorville	21,865	9.67%
Baker Ambulance	602	0.26%	Baker Ambulance	791	0.35%
Road Department	352	0.15%	Road Department	261	0.12%
Total	227,969	100.00%	TOTAL	226,166	100.00%
BDC Division	# of Incidents	% of Total	BDC Division	# of Incidents	% of Total
East Valley	41,632	34.0%	East Valley	40,733	33.64%
Fontana	19,425	15.9%	Fontana	19,300	15.94%
Valley	17,140	14.0%	Valley	16,678	13.77%
South Desert	11,383	9.3%	Hesperia	12,132	10.02%
Hesperia	11,777	9.6%	South Desert	11,836	9.77%
North Desert	10,694	8.7%	North Desert	10,344	8.54%
Mountain	5,111	4.2%	Mountain	4,945	4.08%
Adelanto	4,851	4.0%	Adelanto	4,750	3.92%
Haz Mat	406	0.3%	Haz Mat	369	0.30%
	122,419	100.0%	Total	121,087	100%