

**AGREEMENT FOR REIMBURSEMENT OF SOFTWARE LICENSES BETWEEN THE
SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT AND AMERICAN
MEDICAL RESPONSE WEST**

This Agreement for Software Licenses (this “Agreement”) is made and entered into by and between the Santa Barbara County Fire Protection District, a fire protection district existing under the laws of California (“District”), and American Medical Response West (“AMR” and together with District, the “Parties,” and each a “Party”).

RECITALS

WHEREAS, Pursuant to California Health and Safety Code section 13862, District has the power to provide fire protection and emergency medical services within its boundaries.

WHEREAS, District has entered into an agreement with Tablet Command (“TC”) for licenses for incident management software.

WHEREAS, TC provides discounted pricing for higher volume contracts.

WHEREAS, AMR desires to obtain TC licenses through the District agreement in order to secure discounted pricing.

WHEREAS, the Parties wish to enter into this Agreement to document and specify the foregoing arrangements, all pursuant to the terms of this Agreement.

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

I. AMR’s Obligations

- A. AMR shall make to the District those payments set forth in Section III (Payment Provisions) below, subject to all the terms and conditions of this Agreement.
- B. AMR shall:
 - 1. Maintain trained administrators to train AMR personnel on the use of TC Mobile applications, and update AMR’s hardware as needed to maintain functionality of TC Mobile applications.
 - 2. Communicate personnel changes to the District’s CAD Administrator.
- C. Authorized Users
 - 1. Software licenses provided under this agreement shall be distributed to Authorized Users only.
 - 2. Authorized Users are defined as employees of AMR, using the license(s) for official AMR purposes.
 - 3. AMR shall ensure that all Authorized Users receive annual, documented HIPAA

training.

4. Under no circumstances shall the licenses be installed for private use or distributed to third-parties.

II. District's Obligations

- A. Maintain a current licensing agreement with Tablet Command for incident management software and provide licenses to AMR for use by Authorized Users.
- B. If operational adjustments to this Agreement are necessary, AMR will correspond with the RFCC Manager. The RFCC will correspond with the applicable AMR Manager, or their designee.

III. Payment Provisions

- A. Invoice. District will provide an invoice to AMR on an annual basis. AMR will make payment to the District no later than 30 days after receipt of an invoice.
- B. Cost. District will charge AMR for the actual cost per license for each TC product installed on AMR apparatuses, in accordance with the cost per license contained on the current quote provided by TC. For TC products not charged on a per-license basis, AMR will be charged a proportional cost based on the total cost of the license and the number of Cities/Districts participating.
- C. The 12-month estimated cost for AMR's share of the licenses is \$32,328 for the period of July 1, 2025 - June 30, 2026 and then \$33,470 per year through the end of the current Tablet Command agreement. The estimated reimbursement amount for license fees prior to July 1, 2025 is \$4,429. AMR may terminate this Agreement without cause with thirty (30) days prior written notice to District.

Item	# of Licenses/ Users	Rate	Total Yearly Cost
Base Pro License	33	\$500	\$16,500
User Status to CAD	33	\$200	\$6,600
Location to CAD	33	\$150	\$4,950
Shared Costs	162	Various	\$4,278

- D. District represents that this payment shall be less than or equal to the District's actual costs paid to TC under its agreement with TC. No funds shall be used by the District in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

IV. Data/Records

- B. Data Access. The District shall provide AMR access to all data generated by the CAD System pertinent to AMR's operations via a secure replication server. AMR is responsible for the security of any data retrieved from the District's server.

C. Confidential Data. In the performance of the work or services provided under the terms of this Agreement, or in contemplation thereof, District may have access to private or confidential information that may be owned or controlled by AMR. Therefore, District shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of said information and shall keep such information confidential, unless District is required by law to disclose it and promptly notifies AMR of any potential disclosure.

D. Records Retention. In accord with California Government Code section 8546.7, the Parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor for three years following final payment under the Agreement. District will keep and maintain all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AMR for a minimum period of three years (or for any longer period required by law) from the date of final payment to District under this Agreement. Upon reasonable notice, either Party shall have the right to inspect and audit any records maintained by the other Party relevant to this Agreement, to the extent allowed by law.

V. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

District: Santa Barbara County Fire Department
4410 Cathedral Oaks Road
Santa Barbara, CA 93110
FAX: (805)681-5563
Attention: Fire Chief

AMR: Region Director
American Medical Response West
616 Fitch Avenue
Moorpark, CA 93021

Or, to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the Party to whom it is sent as evidenced by confirmation slip.

VI. Insurance

Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement and in the minimum limits of liability as stated herein:

- A. Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence;
- B. Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence; and
- C. Worker's Compensation covering statutory requirements of the State of California.
- D. Upon request of the other, evidence of compliance with said insurance requirements shall promptly be supplied in writing.

VII. Indemnification and Warranties

A. Indemnification

DISTRICT and AMR shall indemnify, defend and hold harmless the other from and against any and all claims, loss or damages arising out of the negligent acts or omissions of the indemnifying party in connection with any work performed under this Agreement. Each party shall have the right to consent to counsel selected to defend and to consent to any settlement and such consent shall not unreasonably be withheld.

B. Warranty

In providing the technological services to AMR, including any software or hardware utilized in connection with the dispatch services provided hereunder, District warrants that the technological services outlined herein shall be provided in accordance with industry standards. District does not, however, either expressly or impliedly, guarantee, warrant, or insure these services, or any software or hardware for fitness for any particular purpose, or represent or warrant that errors or omissions will not occur. In no event and under no circumstances will District, its officers, employees, agents or contractors, have any liability whatsoever for losses or damages caused by District, nor for any loss of use, lost profits, lost data or any other form of direct, indirect, special or consequential damages, nor for any claim against District made by GMR or by any other person or entity, arising from or in any way related to this Agreement even if District has been advised of the possibility of such claims or damages in advance, unless District expressly accepts responsibility for same in advance and in writing.

VIII. Assignment

Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld.

IX. Successor

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Party except as provided in the Section VIII, Assignment.

X. Waiver

A. The failure or delay of any Party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Party to enforce each and every provision.

B. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

XI. Severability

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

XII. Entire Agreement

This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

XIII. General Terms

A. This Agreement shall not become binding contract until signed by an authorized officer of each Party, and it is effective as of the date so signed by both parties. Any individual executing this Agreement on behalf of a party represents and warrants hereby that he or she has the requisite authority to enter into this agreement on behalf of such entity and bind the entity to the terms and conditions of this Agreement.

B. This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

C. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

D. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this agreement.

E. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all genders.

F. A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

G. The Parties shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

H. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. Venue for any cause of action arising out of a right or duty hereunder shall be brought in the County of Santa Barbara.

I. Neither District nor AMR shall be deemed in default in the performance of the terms of this Agreement if either Party is prevented from performing the terms of this Agreement by causes beyond its control, including without limitation: acts of God; rulings or decision by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any Party delayed by force majeure shall, as soon as reasonably possible, give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon commencement of the RFCC operations.

By: _____
Mark Hartwig, Fire Chief/Fire Warden
Santa Barbara County Fire Protection District

Date: _____

APPROVED AS TO FORM:

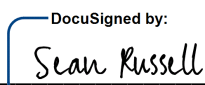
RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

By:  _____
Risk Manager

By:  _____
Sean Russell, Region President