

**AGREEMENT FOR SOFTWARE LICENSES FOR DISPATCH SERVICES BETWEEN
THE SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT AND
VANDENBERG SPACE FORCE BASE**

This Agreement for Software Licenses for Dispatch Services, dated January 1, 2025 (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 the State of California (“District”), and Vandenberg Space Force Base (“VSFB” 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, VSFB 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. VSFB’s Obligations.

- A. VSFB 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. VSFB shall:
 - 1. Upon notification and acknowledgement from the District, assume sole responsibility for the disposition of fire, rescue and other emergencies dispatched by the RFCC.
 - 2. Provide for the disposition of its own business calls.
 - 3. Provide any necessary updates, at its own expense, to accurate address, street location, premise, water supply, station area codes/zones and any other related fire, rescue or emergency information necessary for emergency call taking and dispatching and to provide this information to RFCC in whatever form or manner RFCC specifies.
 - 4. Provide District with one telephone number to which RFCC will refer business callers and messages as appropriate. VSFB shall monitor this line around the clock

on a daily basis.

5. Provide and maintain a liaison to the RFCC to act as the point of contact for the VSFB and to attend User Group meetings.
 6. Provide and maintain mobile data terminals (MDT) in all response apparatus that are compatible with RFCC Computer Aided Dispatch (CAD) and Records Management Systems (RMS).
 7. Provide and maintain terminals and systems capable of receiving RMS information from the RFCC provided RMS.
 8. Maintain trained administrators to train VSFB personal on the use of TC Mobile applications, and update VSFB's hardware as needed to maintain functionality of TC Mobile applications.
 9. 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 VSFB only, using the license(s) for official VSFB purposes.
 3. VSFB 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 VSFB for use by Authorized Users.
- B. If operational adjustments to this Agreement are necessary, VSFB will correspond with the RFCC Manager. The RFCC will correspond with the VSFB Emergency Communication Center Manager, or their designee.
- C. VSFB will continue to operate and be dispatched on assigned channels and talk groups.

III. PAYMENT PROVISIONS.

- A. Invoice. District will provide an invoice to VSFB on an annual basis. VSFB will make payment to the District no later than 30 days after receipt of an invoice.
- B. Cost. District will charge VSFB for the actual cost per license for each TC product installed on VSFB 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, VSFB will be charged a proportional cost based on the total cost of the license and the number of Cities/Districts participating.

IV. Data/Records

A. Custodian of Records. The District will designate a custodian of records for the RFCC. The custodian of records will ensure RFCC records are available and maintained in accordance with public records laws of the State of California. The custodian of records will create and maintain a standard set of CAD reports. Additionally, the custodian of records will create a policy and process for the release of CAD records, radio and telephone recordings and other data upon presentation of a subpoena or a request in compliance with the California Public Records Act.

Whenever a release involves VSFB's jurisdiction, the District shall notify VSFB before such disclosure.

B. Data Access. The District shall provide VSFB access to all data generated by the CAD System pertinent to VSFB's operations via a secure replication server. VSFB 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 VSFB. 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.

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 VSFB 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

VSFB: Vandenberg SFB Fire Department
1172 Iceland Ave. Bldg. 10660
Vandenberg SFB, CA 93437
Attention: Fire Chief

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

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead all Parties agree that pursuant to California Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or

liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement.

B. Warranty, Limitations thereof, and Limitations of Liability

In providing the technological services to VSFB, including any software or hardware utilized in connection with the dispatch services provided hereunder, district warrants that it will utilize its best efforts attempting to provide the technological services outlined herein. District does not, however, either expressly or impliedly, guarantee, warrant, or ensure 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 VSFB 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 VSFB 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 VSFB by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent VSFB.

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 VSFB 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 on the 1st of January, 2025.

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

Date: _____


APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
0AC56B8DE45F483...
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

By: 
05F555F00269466...
Risk Manager

By: 
EF53BCF27DB9436...
Clemente Marrero, Fire Chief
Vandenberg SFB Fire Department