

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.31  
(ID # 21902)**

**MEETING DATE:**

**FROM :** FIRE DEPARTMENT:

Tuesday, August 29, 2023

**SUBJECT:** FIRE DEPARTMENT - Approve the Agreement between County of Riverside and Tablet Command, Inc. for purchase of Tablet Command iOS Mobile Incident Command Tool and Annual Software Maintenance without seeking competitive bids for five (5) years effective upon signature through April 30, 2028; [All Districts] [Total costs not to exceed \$1,847,821 up to \$184,782 in additional compensation] General Fund 24%, Structural Fire Taxes 34%, Contract Reimbursements 42%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Tablet Command Agreement with Tablet Command, Inc. for purchase of Tablet Command iOS Mobile Incident Command Tool and Annual Software Maintenance without seeking competitive bids for an amount of \$74,000 for one (1) year with the option to increase products and licenses years two (2) through five (5) for a total aggregate amount of \$1,847,821 over a five (5) year period effective upon signature through April 30, 2028; and,
2. Authorize the Chair of the Board to sign the Agreement on behalf of the County; and,
3. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of funding and as approved as to form by County Counsel to: a) sign renewals and amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreement.

**ACTION:**

  
Bill Weiser, Fire Department Chief 8/14/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: August 29, 2023  
xc: Fire

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 74,000	\$ 428,226	\$ 1,847,821	\$ 0
<b>NET COUNTY COST</b>	\$ 17,760	\$ 102,774	\$ 443,477	\$ 0
<b>SOURCE OF FUNDS:</b> General Fund 24%, Structural Fire Taxes 34%, Contract Reimbursements 42%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-27/28	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Real Time Sync allows any member of a department to see in real time what the incident commander is doing on an incident. Every assignment, checklist item, note or map annotation will be visible in real time. Tablet Command (TC) will be integrated with the departments Computer Aided Dispatch (CAD) extensive list of CAD systems.

This application is utilized by several other Fire Departments throughout the state and the Operational Area. This application will be utilized as a tool to help the department in managing Emergency Incidents, increase Fire Fighter accountability, provide the ability to share vehicle location information with other responding agencies, and allow for data interoperability with other fire department agencies that utilize this application.

No other application exists that provides the functionality that is required and is compatible with the existing users of this application.

**Impact on Residents and Businesses**

The benefit to the county, residents, and visitors of the county are increased overall performance of the fire department which will help save lives and protect property.

**Additional Fiscal Information**

The cost for this application is not to exceed \$1,847,821 in the five (5) year performance period through 2028.

<b>Description:</b>	<b>FY23/24</b>	<b>FY24/25</b>	<b>FY25/26</b>	<b>FY26/27</b>	<b>FY27/28</b>
<i>SSJ Dated:</i>	\$74,000	\$428,226	\$436,387	\$448,382	\$460,826
<b>NEW TOTAL – Not to Exceed Annual Expenditure</b>	<b>\$74,000</b>	<b>\$428,226</b>	<b>\$436,387</b>	<b>\$448,382</b>	<b>\$460,826</b>

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STATE OF CALIFORNIA

**Contract History and Price Reasonableness**

Tablet Command, Inc. is providing the same discount for CalFire and other Fire Departments with price lock for a five (5) year performance period. However, the County will never pay more than Tablet Command, Inc. current pricing at time of annual renewal.

*Michelle Paradise*  
Michelle Paradise, ACEO

8/22/2023



Suzanna Hickey, Assistant Director of Purchasing and Fleet Service

8/14/2023

*Kristine Bell-Valdez*  
Kristine Bell-Valdez, Supervising Deputy County Counsel

8/15/2023

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**TABLET COMMAND IOS APPLICATION**

**between**

**COUNTY OF RIVERSIDE**

**and**

**TABLET COMMAND, INC.**



AUG 29 2023 3.31

**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services .....	3
2. Period of Performance .....	3
3. Compensation.....	3-4
4. Alteration or Changes to the Agreement.....	4-5
5. Termination.....	5-6
6. Ownership/Use of Contract Materials and Products.....	6
7. Conduct of Contractor.....	6
8. Inspection of Service: Quality Control/Assurance.....	7
9. Independent Contractor/Employment Eligibility .....	7-8
10. Subcontract for Work or Services.....	8
11. Disputes.....	8-9
12. Licensing and Permits.....	9
13. Use by Other Political Entities.....	9
14. Non-Discrimination.....	9
15. Records and Documents.....	9
16. Confidentiality.....	9-10
17. Administration/Contract Liaison.....	10
18. Notices .....	10
19. Force Majeure .....	10
20. EDD Reporting Requirements .....	11
21. Hold Harmless/Indemnification.....	11-12
22. Insurance .....	12-14
23. General.....	14-17
Exhibit A-Scope of Service.....	18
Exhibit B- Payment Provisions.....	19-21
Exhibit B-1 Tablet Command Quote.....	22-26
Exhibit C- End User License Agreement (EULA).....	27-33

This Agreement is made by and between TABLET COMMAND, INC. a Delaware corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide software as a service as outlined and specified in Exhibit A (the "SaaS Product"), Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and to the Agreement. Prior to use of the SaaS Product, COUNTY users will be required to agree to the terms of an End User License Agreement attached as Exhibit C to this Agreement ("EULA"). The terms of the EULA are binding on the Customer and are incorporated by reference into this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the EULA, the terms of the EULA shall control.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through April 30, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All

price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR prior to the start of the next term of the SaaS Product, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. For this Agreement, send the original copy of invoice to:

**RIVERSIDE COUNTY FIRE**

**ATTN: ACCOUNTS PAYABLE, 210 W. SAN JACINTO AVE., PERRIS, CA  
92570**

**Or Invoices may be emailed to: [APIInvoices@fire.ca.gov](mailto:APIInvoices@fire.ca.gov)**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FPARC-92004-001-04/28); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and annually at the commencement of the service term. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only

authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

## **5. Termination**

**5.1.** COUNTY or CONTRACTOR may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to provide access to the SaaS product as required under this Agreement and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Terminate access to the SaaS Product on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any data incident reports and incident management data resulting from County's use of the SaaS Product.

**5.4** After termination, CONTRACTOR shall refund to COUNTY any amounts for use of the SaaS Product applicable for the time period after the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights to fees under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.



5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or data in any form ("COUNTY Data"), including electronic, created by COUNTY using the SaaS Product shall be the sole property of the COUNTY. The COUNTY Data may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such COUNTY Data without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance of the SaaS Product shall be subject to the terms of the Service Level Agreement (“SLA”) attached to the SOW. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR’s conformity with the terms of this Agreement. If any performance of the SaaS Product is not in conformance with the terms of the SLA, the COUNTY shall have the rights set forth in the SLA.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

## **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement. This provision does not limit CONTRACTOR's right to use subcontractors or third parties for the development or implementation of the SaaS Product.

## **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to

attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and the COUNTY Data. All such COUNTY Data shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY COUNTY Data related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific

information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. **Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

County of Riverside Fire  
210 W. San Jacinto Ave  
Perris, CA 92570  
Attn: Purchasing 951-940-6900

**CONTRACTOR**

Tablet Command, Inc.  
822 Hartz Way, Suite 235  
Danville, CA 94526-3473  
Attn: William Pigeon/925-444-0911

19. **Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. CONTRACTOR's liability related to its hold harmless and indemnification obligations is limited as set forth in the EULA.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

### **C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

### **D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of

California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves



the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**E. Insurance Requirements for IT Contractor Services:**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as Additional Insureds.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** [RESERVED].

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent

jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**23.13** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**23.14** This Agreement and the EULA constitute the entire Agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By: 

Name: Kevin Jeffries

Title: Chair of the Board of Supervisors

Dated: 8/29/23

**TABLET COMMAND, INC.**

By: 

Name: William Pigeon

Title: Chief Executive Officer

Dated: 8/9/2023

ATTEST:

Kimberly A.  
Rector Clerk of  
the Board

By:  Deputy

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

By: 

Kristine Bell-Valdez

Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

What:

- Tablet Command will provide the following:
  - Its existing mobile cloud-based software allowing incident notification and viewing
    - Mapping functionality
    - Firefighter accountability tracking
    - Incident management tools
    - Resource tracking
    - Mobile/dispatch communication
  - Integration with ESRI style mapping
  - Support for the integration into Fire's Peraton Computer Aided Dispatch (CAD)
  - AVL functionality including viewing and location
  - Interoperability with other COUNTY departments using Tablet Command platform

Where:

The software will be delivered electronically and installed on mobile tablets throughout the County by the COUNTY's technology staff.

**EXHIBIT B  
PAYMENT PROVISIONS**

Year 1		
<u>One-time costs</u>		
• CAD API Integration Deployment and Testing- Existing	1	\$6,000
• TC Customer Onboarding and Account Configuration- Single Agency	1	\$2,000
<u>Reoccurring costs</u>		
• Tablet Command Enterprise Pro + Status Agency License Annual Subscription: Administrative access, updates, support - New	1	\$2,750
• Tablet Command CAD Integration + Status License Annual Subscription: 24/7/365 monitoring, updates, support - New	1	\$7,000
• Tablet Command End User License – Tablet: Updates, end user support - New	75	\$500 \$37,500
• Tablet Command End User Manage License- Tablet: Updates, end user support- New	75	\$50 \$3,750
• Tablet Command End User + Status License- Tablet: Updates, end user support- New	75	\$200 \$15,000
	<b>Total</b>	<b>\$74,000</b>
Year 2		
<u>One-time costs</u>		
• Staffing Integration – On Premise Deployment, Configuration, Testing – Per Staffing Solution	1	\$3,000
<u>Reoccurring costs</u>		
• Tablet Command Enterprise Pro + Status Agency License Annual Subscription: Administrative access, updates, support - Renewal	1	\$2,888
• Tablet Command CAD Integration + Status License Annual Subscription: 24/7/365 monitoring, updates, support - Renewal	1	\$7,350
• Staffing Integration Annual Subscription – New	1	\$1,050
• TC Mobile Enterprise (<1000) End User License iPhone/Android: Updates, end user support- New	1	\$3,938
• Tablet Command End User License – Tablet: Updates, end user support – Renewal	400	\$525 \$210,000
• Tablet Command End User Manage License- Tablet: Updates, end user support- Renewal	400	\$50 \$20,000
• Tablet Command End User + Status License- Tablet: Updates, end user support- Renewal	400	\$200 \$80,000
• Fire Mapper Enterprise Additional User – New	400	\$250 \$100,000
	<b>Total</b>	<b>\$428,226</b>

Year 3

Reoccurring costs

• Tablet Command Enterprise Pro + Status Agency License Annual Subscription: Administrative access, updates, support – Renewal	1		\$3,032
• Tablet Command CAD Integration + Status License Annual Subscription: 24/7/365 monitoring, updates, support - Renewal	1		\$7,718
• Staffing Integration Annual Subscription – Renewal	1		\$1,103
• TC Mobile Enterprise (<1000) End User License iPhone/Android: Updates, end user support- Renewal	1		\$4,134
• Tablet Command End User License – Tablet: Updates, end user support – Renewal	400	\$551	\$220,400
• Tablet Command End User Manage License- Tablet: Updates, end user support- Renewal	400	\$50	\$20,000
• Tablet Command End User + Status License- Tablet: Updates, end user support- Renewal	400	\$200	\$80,000
• Fire Mapper Enterprise Additional User – Renewal	400	\$250	\$100,000
		<b>Total</b>	<b>\$436,387</b>

Year 4

Reoccurring costs

• Tablet Command Enterprise Pro + Status Agency License Annual Subscription: Administrative access, updates, support – Renewal	1		\$3,183
• Tablet Command CAD Integration + Status License Annual Subscription: 24/7/365 monitoring, updates, support - Renewal	1		\$8,103
• Staffing Integration Annual Subscription – Renewal	1		\$1,158
• TC Mobile Enterprise (<1000) End User License iPhone/Android: Updates, end user support- Renewal	1		\$4,341
• Tablet Command End User License – Tablet: Updates, end user support – Renewal	400	\$579	\$231,600
• Tablet Command End User Manage License- Tablet: Updates, end user support- Renewal	400	\$50	\$20,000
• Tablet Command End User + Status License- Tablet: Updates, end user support- Renewal	400	\$200	\$80,000
• Fire Mapper Enterprise Additional User – Renewal	400	\$250	\$100,000
		<b>Total</b>	<b>\$448,382</b>

Year 5

Reoccurring costs

• Tablet Command Enterprise Pro + Status Agency License Annual Subscription: Administrative access, updates, support – Renewal	1		\$3,343
• Tablet Command CAD Integration + Status License Annual Subscription: 24/7/365 monitoring, updates, support - Renewal	1		\$8,509
• Staffing Integration Annual Subscription – Renewal	1		\$1,216
• TC Mobile Enterprise (<1000) End User License iPhone/Android: Updates, end user support- Renewal	1		\$4,558
• Tablet Command End User License – Tablet: Updates, end user support – Renewal	400	\$608	\$243,200
• Tablet Command End User Manage License- Tablet: Updates, end user support- Renewal	400	\$50	\$20,000
• Tablet Command End User + Status License- Tablet: Updates, end user support- Renewal	400	\$200	\$80,000
• Fire Mapper Enterprise Additional User – Renewal	400	\$250	\$100,000
		<b><u>Total</u></b>	<b><u>\$460,826</u></b>

**Grand Total \$1,847,821**



**EXHIBIT B-1**



**QUOTE**

Riverside County Fire Department  
 210 W San Jacinto Ave  
 Perris, CA 92570  
 USA

**Date**  
 18 Apr 2023

Tablet Command Inc.  
 822 Hartz Way, Suite 235  
 Danville, CA 94576-3473

**Expiry**  
 31 May 2023

**Quote Number**  
 QU-0569

**Reference**  
 Five (5) Year Agreement

**Tablet Command Quote - Five (5) Year Term**

This quote shows pricing for a five (5) year term. Selected services are increased by 5% per year, however, at no time shall pricing exceed Tablet Command pricing at the annual renewal date. The information provided should be considered "not to exceed" pricing.

Pricing for the following optional features and services is included to support procurement during the term of this contract:

- FireMapper
- TC Mobile
- Staffing Integration
- Tablet Command End User Training

Description	Quantity	Unit Price	Amount USD
<b>ONE TIME COSTS</b>			
CAD API Integration Deployment and Testing - Existing	1.00	6,000.00	6,000.00
TC Customer Onboarding and Account Configuration - Single Agency	1.00	2,000.00	2,000.00
<b>RECURRING COSTS</b>			
<b>YEAR 1</b>			

Tablet Command Enterprise Pro + STATUS Agency License Annual Subscription: Administrative access, updates, support - New	1.00	2,750.00	2,750.00
Tablet Command CAD Integration + STATUS License Annual Subscription: 24/7/365 monitoring, updates, support - New	1.00	7,000.00	7,000.00
Tablet Command End User License - Tablet: Updates, end user support - New	75.00	500.00	37,500.00
Tablet Command End User Manage License - Tablet: Updates, end user support - New	75.00	50.00	3,750.00
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Amount USD</b>
Tablet Command End User + STATUS License - Tablet: Updates, end user support - New	75.00	200.00	15,000.00
YEAR 2			
Tablet Command Enterprise Pro + STATUS Agency License Annual Subscription: Administrative access, updates, support - Renewal	1.00	2,888.00	2,888.00
Tablet Command CAD Integration + STATUS License Annual Subscription: 24/7/365 monitoring, updates, support - Renewal	1.00	7,350.00	7,350.00
Tablet Command End User License - Tablet: Updates, end user support - Renewal	75.00	525.00	39,375.00
Tablet Command End User Manage License - Tablet: Updates, end user support - Renewal	75.00	50.00	3,750.00
Tablet Command End User + STATUS License - Tablet: Updates, end user support - Renewal	75.00	200.00	15,000.00
YEAR 3			
Tablet Command Enterprise Pro + STATUS Agency License Annual Subscription: Administrative access, updates, support - Renewal	1.00	3,032.00	3,032.00
Tablet Command CAD Integration + STATUS License Annual Subscription: 24/7/365 monitoring, updates, support - Renewal	1.00	7,718.00	7,718.00
Tablet Command End User License - Tablet: Updates, end user support - Renewal	75.00	551.00	41,325.00
Tablet Command End User Manage License - Tablet: Updates, end user support - Renewal	75.00	50.00	3,750.00
Tablet Command End User + STATUS License - Tablet: Updates, end user support - Renewal	75.00	200.00	15,000.00
YEAR 4			
Tablet Command Enterprise Pro + STATUS Agency License Annual Subscription: Administrative access, updates, support - Renewal	1.00	3,183.00	3,183.00
Tablet Command CAD Integration + STATUS License Annual Subscription: 24/7/365 monitoring, updates, support - Renewal	1.00	8,103.00	8,103.00
Tablet Command End User License - Tablet: Updates, end user support - Renewal	75.00	579.00	43,425.00

Tablet Command End User Manage License - Tablet: Updates, end user support - Renewal	75.00	50.00	3,750.00
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Tablet Command End User + STATUS License - Tablet: Updates, end user support - Renewal	75.00	200.00	15,000.00
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## YEAR 5

Tablet Command Enterprise Pro + STATUS Agency License Annual Subscription: Administrative access, updates, support - Renewal	1.00	3,343.00	3,343.00
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Tablet Command CAD Integration + STATUS License Annual Subscription: 24/7/365 monitoring, updates, support - Renewal	1.00	8,509.00	8,509.00
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Description	Quantity	Unit Price	Amount USD
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Tablet Command End User License - Tablet: Updates, end user support - Renewal	75.00	608.00	45,600.00
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Tablet Command End User Manage License - Tablet: Updates, end user support - Renewal	75.00	50.00	3,750.00
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Tablet Command End User + STATUS License - Tablet: Updates, end user support - Renewal	75.00	200.00	15,000.00
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## INDIVIDUAL LICENSE COSTS

## YEAR 1

TC Mobile Enterprise (<1000) End User License iPhone/Android: Updates, end user support - New	0.00	3,750.00	0.00
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Tablet Command End User License - Tablet: Updates, end user support - New	0.00	500.00	0.00
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Tablet Command End User Manage License - Tablet: Updates, end user support - New	0.00	50.00	0.00
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Tablet Command End User + STATUS License - Tablet: Updates, end user support - New	0.00	200.00	0.00
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FireMapper Enterprise Additional User - New	0.00	250.00	0.00
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ONE TIME Staffing Integration - On Premise Deployment, Configuration. Testing - Per Staffing Solution	0.00	3,000.00	0.00
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Staffing Integration Annual Subscription - New	0.00	1,000.00	0.00
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## YEAR 2

TC Mobile Enterprise (<1000) End User License iPhone/Android: Updates, end user support - New	0.00	3,938.00	0.00
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Tablet Command End User License - Tablet: Updates, end user support - New	0.00	525.00	0.00
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Tablet Command End User Manage License - Tablet: Updates, end user support - New	0.00	50.00	0.00
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Tablet Command End User + STATUS License - Tablet: Updates, end user support - New	0.00	200.00	0.00
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FireMapper Enterprise Additional User - New	0.00	250.00	0.00
ONE TIME Staffing Integration - On Premise Deployment, Configuration. Testing - Per Staffing Solution	0.00	3,000.00	0.00
Staffing Integration Annual Subscription - New	0.00	1,050.00	0.00
YEAR 3			
TC Mobile Enterprise (<1000) End User License iPhone/Android: Updates, end user support - New	0.00	4,134.00	0.00
Tablet Command End User License - Tablet: Updates, end user support - New	0.00	551.00	0.00
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Amount USD</b>
Tablet Command End User Manage License - Tablet: Updates, end user support - New	0.00	50.00	0.00
Tablet Command End User + STATUS License - Tablet: Updates, end user support - New	0.00	200.00	0.00
FireMapper Enterprise Additional User - New	0.00	250.00	0.00
ONE TIME Staffing Integration - On Premise Deployment, Configuration. Testing - Per Staffing Solution	0.00	3,000.00	0.00
Staffing Integration Annual Subscription - New	1.00	1,103.00	1,103.00
YEAR 4			
TC Mobile Enterprise (<1000) End User License iPhone/Android: Updates, end user support - New	0.00	4,341.00	0.00
Tablet Command End User License - Tablet: Updates, end user support - New	0.00	579.00	0.00
Tablet Command End User Manage License - Tablet: Updates, end user support - New	0.00	50.00	0.00
Tablet Command End User + STATUS License - Tablet: Updates, end user support - New	0.00	200.00	0.00
FireMapper Enterprise Additional User - New	0.00	250.00	0.00
ONE TIME Staffing Integration - On Premise Deployment, Configuration. Testing - Per Staffing Solution	0.00	3,000.00	0.00
Staffing Integration Annual Subscription - New	1.00	1,158.00	1,158.00
YEAR 5			
TC Mobile Enterprise (<1000) End User License iPhone/Android: Updates, end user support - New	0.00	4,558.00	0.00
Tablet Command End User License - Tablet: Updates, end user	0.00	608.00	0.00

support - New

Tablet Command End User Manage License - Tablet: Updates, end user support - New	0.00	50.00	0.00
Tablet Command End User + STATUS License - Tablet: Updates, end user support - New	0.00	200.00	0.00
FireMapper Enterprise Additional User - New	0.00	250.00	0.00
ONE TIME Staffing Integration - On Premise Deployment, Configuration. Testing - Per Staffing Solution	0.00	3,000.00	0.00
Staffing Integration Annual Subscription - New	0.00	1,216.00	0.00

Subtotal 365,112.00

Terms: Net 30

**TOTAL USD 365,112.00**

**EXHIBIT C**  
**END USER LICENSE AGREEMENT (EULA)**

THIS END USER LICENSE AGREEMENT (EULA) SUPERSEDES ALL OTHER EULAS.

**1. ACCEPTANCE OF TERMS**

PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT AND TERMS OF SERVICE (“TERMS”) BEFORE CLICKING THE “ACCEPT” BUTTON OR DOWNLOADING OR USING TABLET COMMAND, INC’S MOBILE APPLICATION (THE “MOBILE APPLICATION”) ACCOMPANYING THIS LICENSE. BY CLICKING THE “ACCEPT” BUTTON OR DOWNLOADING OR USING THE MOBILE APPLICATION, YOU (“YOU”, “YOUR” OR “USER”) ARE ENTERING INTO AND AGREEING TO BE BOUND BY THESE TERMS AND THE TERMS AND CONDITIONS OF THE TABLET COMMAND, INC PRIVACY POLICY LOCATED AT [WWW.TABLETCOMMAND.COM/PRIVACY](http://WWW.TABLETCOMMAND.COM/PRIVACY) (THE “PRIVACY POLICY”) AND INCORPORATED HEREIN BY THIS REFERENCE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT CLICK THE “ACCEPT” BUTTON AND YOU MAY NOT USE THE MOBILE APPLICATION.

IF YOU ARE ACCESSING THE MOBILE APPLICATION IN YOUR CAPACITY AS AN EMPLOYEE, AGENT, OR REPRESENTATIVE OF A TABLET COMMAND, INC. CUSTOMER WHO HAS ENTERED INTO A SEPARATE AGREEMENT FOR SERVICES WITH TABLET COMMAND, INC., YOUR USE OF THE MOBILE APPLICATION ALSO IS SUBJECT TO SUCH AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN SUCH AGREEMENT AND THESE TERMS, SUCH AGREEMENT WILL PREVAIL.

Tablet Command, Inc reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms periodically. Such modifications shall be effective immediately upon your accessing the Mobile Application. Your continued use of the Mobile Application following the posting of changes to these Terms will mean that you accept those changes. Tablet Command, Inc reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Mobile Application (or any part thereof). Tablet Command, Inc shall not be liable to any user or other third party for any such modification, suspension or discontinuance except as expressly provided herein. By using the Mobile Application, you warrant to Tablet Command, Inc that you will not use the Mobile Application, or any of the content obtained from the Mobile Application, for any purpose that is unlawful or prohibited by these Terms. If you violate any of these Terms, your permission to use the Mobile Application automatically terminates. You represent and warrant that you are of legal age in your jurisdiction to create binding contractual and financial obligations and to assume any liability that you may incur as a result of your use of the Mobile Application. If you are accepting these Terms on behalf of an entity, you represent and warrant that you have the prior authority and approval by such entity to accept and agree to these Terms.

**2. LICENSE GRANT**

Tablet Command, Inc grants you a revocable, non-exclusive, non-transferrable, non-assignable limited right to install and use the Mobile Application on a device controlled by you (each a “Mobile Device”), and to access and use the Mobile Application on such Mobile Device strictly in accordance with the terms and conditions of these Terms and the applicable rules described in Section 9. You shall not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Mobile Application; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Mobile Application; (iii) violate any applicable laws, rules or regulations in connection with your access or use of the Mobile Application; or (iv) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Tablet Command, Inc or its affiliates, partners, suppliers or the licensors of the Mobile

Application or otherwise obscure or modify the any manner in which the material is displayed by means of the Mobile Application. In addition, you grant Tablet Command, Inc the irrevocable, royalty-free, fully paid-up right to view, record and analyze your use of the Mobile Application, including but not limited to technical information about your iOS device, computer, your physical location, system and application software, and peripherals. Tablet Command will not sell or otherwise give any data generated from or otherwise related to your use of the Mobile Application to any third parties without your express, written consent.

### 3. RESTRICTED USE OF MOBILE APPLICATION

The Mobile Application is not a substitute for sound fire management techniques and practices IN EMERGENCY SITUATIONS. The Mobile Application is not intended to be used, and shall not be used, by you, or any entity that you represent, to protect or be used as a resource, tool, application or otherwise for fire safety or rescue on behalf of the public or for any employee or agent of the entity that you represent. IF YOU DO NOT AGREE WITH any statements in this section 3, OR DO NOT INTEND TO ACT IN ACCORDANCE WITH OR ABIDE BY THE STATEMENTS IN THIS section 3, THEN DO NOT CLICK THE “ACCEPT” BUTTON AND YOU MAY NOT USE THE MOBILE APPLICATION. TABLET COMMAND, INC, AND ITS OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS AND ASSIGNS SHALL NOT BE LIABLE OR RESPONSIBLE FOR YOUR USE OF THE MOBILE APPLICATION IN VIOLATION OF THE TERMS OF RESTRICTED USE DESCRIBED IN THIS SECTION 3.

### 4. DESCRIPTION OF SERVICES

The Mobile Application is owned and operated by Tablet Command, Inc for the purpose of assisting users in managing their human resources and apparatus during an emergency (the “Purpose”). Using the Mobile Application shall not be used as a substitute for using sound risk management techniques when dealing with emergency situations. THE MOBILE APPLICATION SHALL NOT BE USED BY YOU IN VIOLATION OF THESE TERMS, INCLUDING, BUT NOT LIMITED TO, THE RESTRICTED USE OF THE MOBILE APPLICATION AS DESCRIBED IN SECTION 3.

### 5. NO RESALE OF SERVICE

You agree not to sell, resell, or offer for any commercial purposes, any portion of the Mobile Application, use of the Mobile Application, or access to the Mobile Application.

### 6. GENERAL PRACTICES REGARDING USE AND STORAGE

Tablet Command, Inc may establish general practices and limits concerning use of the Mobile Application. In addition, you will use the Mobile Application in compliance with all applicable international, state, federal and local laws and in accordance with these Terms. You may not access or use the Mobile Application for any purpose other than that for which Tablet Command, Inc makes it available. Without limiting any other remedies, Tablet Command, Inc may suspend or terminate your Mobile Application account if we suspect that you have engaged in unlawful or prohibited activity in connection with the Mobile Application. Tablet Command, Inc reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who, in Tablet Command, Inc's sole discretion, violates this provision. You acknowledge and understand that certain portions of the Mobile Application may require and utilize phone service, data access or text messaging capability.

## 7. TERMINATION

Tablet Command, Inc may terminate a user's account in Tablet Command, Inc's absolute discretion and for any reason. Tablet Command, Inc is especially likely to terminate for reasons that include, but are not limited to, the following: (1) violation of these Terms; (2) use of the Mobile Application in a manner inconsistent with the Purpose; (3) a user's request for such termination; or (4) as required by law, regulation, court or governing agency order. Tablet Command, Inc's termination of any user's access to the Mobile Application may be effected without notice and, on such termination, Tablet Command, Inc may immediately deactivate or delete user's account and/or bar any further access to such files. Tablet Command, Inc shall not be liable to any user or other third party for any termination of that user's access or account hereunder. In addition, a user's request for termination will result in deactivation but not necessarily deletion of the account.

## 8. INDEMNITY; DISCLAIMER; LIMITATIONS OF LIABILITY

Each user shall indemnify, defend and hold harmless Tablet Command, Inc, and its affiliates and their respective officers, employees and agents, from any and all third party claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, due to or arising out of that user's willful misconduct or gross negligence, including claims arising out of that user's violation of these Terms.

EACH USER'S USE OF THE MOBILE APPLICATION IS AT HIS OR HER SOLE RISK. THE MOBILE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TABLET COMMAND, INC ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. TABLET COMMAND, INC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. SPECIFICALLY, TABLET COMMAND, INC MAKES NO WARRANTY THAT (i) THE MOBILE APPLICATION OR ANY SERVICE THEREON WILL MEET YOUR REQUIREMENTS AND (ii) ANY USER ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. EXCLUDING ONLY DAMAGES ARISING OUT OF TABLET COMMAND, INC'S WILLFUL MISCONDUCT, TABLET COMMAND, INC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY USER'S USE OR INABILITY TO USE ANY MOBILE APPLICATION OR SERVICES THEREON. IN NO EVENT SHALL TABLET COMMAND, INC'S OR ANY USER'S TOTAL CUMULATIVE LIABILITY UNDER THESE TERMS OF THIS EULA OR THE AGREEMENT EXCEED \$50.00. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN



WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING HEREIN SHALL BE DEEMED TO CREATE AN AGENCY, PARTNERSHIP, JOINT VENTURE, EMPLOYEE-EMPLOYER OR FRANCHISOR-FRANCHISEE RELATIONSHIP OF ANY KIND BETWEEN TABLET COMMAND, INC AND ANY USER OR OTHER PERSON OR ENTITY NOR DO THESE TERMS OF SERVICE EXTEND RIGHTS TO ANY THIRD PARTY. SCHEDULED AND PREVENTIVE MAINTENANCE AS WELL AS REQUIRED AND EMERGENCY MAINTENANCE WORK MAY TEMPORARILY INTERRUPT SERVICES OR ACCESS TO THE MOBILE APPLICATION. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY APPLY, WITHOUT LIMITATION, TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

9. GENERAL

The Terms constitute the entire agreement between each user and Tablet Command, Inc and govern each user’s use of the Mobile Application, superseding any prior or contemporaneous agreements. Each user may be subject to additional terms and conditions that may apply when that user uses affiliate services, third party content or third party software. The Terms and the relationship between each user and Tablet Command, Inc shall be governed by the laws of the State of California without regard to its conflict of law provisions and the parties agree that the exclusive venue for any dispute arising hereunder shall be the state and federal courts located in the City and County of Riverside, California. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. Tablet Command, Inc reserves the right to share or transfer personally identifiable information and aggregate information to a third party should Tablet Command, Inc ever file for bankruptcy or in the event of a sale, merger or acquisition of Tablet Command, Inc. The Mobile Application and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation, when licensed to U.S. Government end users, are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

10. PRIVACY COMPLIANCE

A. *Personal Information Defined.* “Personal Information” for purposes of this section means information that Tablet Command, Inc. processes on your behalf that identifies, relates to, describes, or is reasonably capable of being associated with or linked to a particular identifiable person or household and includes, without limitation, “personal information” as defined by the California Consumer Privacy Act of 2018, as amended, and as defined by the Personal Information Protection and Electronic Documents Act (Canada). For avoidance of doubt and not limitation, de-identified or aggregated information that is no longer reasonably capable of being associated with or linked to a particular identifiable person or household (“Anonymized Information”), will not be deemed Personal Information even if such information was derived from Personal Information. Tablet Command, Inc. may use and disclose Anonymized Information without limitation or restriction.

B. *Restrictions on Use.* Unless specifically directed or authorized by you, Tablet Command, Inc. will not (i)

sell or share (for cross-context behavioral advertising purposes) Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than the specific purpose of performing the services contemplated by these Terms, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the services contemplated by these Terms; (iii) retain, use, or disclose Personal Information outside of the direct business relationship between you and Tablet Command, Inc.; or (iv) combine your Personal Information with Personal Information Tablet Command, Inc. processes on behalf of third parties or itself to the extent prohibited by applicable privacy and data security laws. Notwithstanding the foregoing, Tablet Command, Inc. may retain, use, or disclose Personal Information as reasonably necessary to fulfill or demonstrate compliance with its legal obligations.

*C. Consent for Use.* You will provide all notices and obtain all consents required by applicable laws and regulations for Tablet Command, Inc. to process Personal Information in connection with the Mobile Application and services contemplated by these Terms including, without limitation, Tablet Command, Inc.'s transfer to and processing of Personal Information in the United States of America, Canada, and Australia. You will use the Mobile Application and services contemplated by these Terms in compliance with all applicable laws and regulations.

*D. Data Security.* Tablet Command, Inc. will implement reasonable administrative, technical, and physical safeguards to protect Personal Information in its control from unauthorized or unlawful access, disclosure, or use. Without limiting the generality of the foregoing, Tablet Command, Inc. will (i) encrypt all Personal Information while in transit from/to you or a third party designated by you to/from Tablet Command, Inc. via SSL 256 bit AES encryption or equivalent; (ii) store Personal Information on server(s) located in SSAE 16 certified data center(s); and (iii) not disclose Personal Information to third-party subcontractors unless such subcontractors have entered into a written agreement with Tablet Command, Inc. imposing privacy, data security, and confidentiality obligations on such subcontractors no less stringent than those imposed on Tablet Command, Inc. in these Terms. You give your consent to Tablet Command, Inc.'s use of subcontractors to process Personal Information on your behalf so long as the foregoing criteria are satisfied, and you waive any right you may have under applicable privacy and data security laws to receive notice of Tablet Command, Inc.'s appointment or removal of any subcontractor. You will not knowingly introduce, or negligently permit to be introduced, into our computer systems, databases, hardware, or software, any virus, malware, ransomware, or other contaminants (including, but not limited to, codes, commands, instructions, devices, techniques, bugs, or flaw) that may be used to access, alter, delete, threaten, infect, damage, disable, or inhibit our full use of our computer systems, databases, hardware, or software.

*E. Cooperation.* Tablet Command, Inc. will reasonably cooperate with you, at your cost, (i) in response to data subject requests for access, correction, deletion, or to exercise any other right provided by applicable laws and regulations to the use of such data subject's Personal Information and (ii) in response to your requests for assistance in connection with a data protection impact assessment, risk assessment, or similar analysis required by applicable privacy and data security laws. In the event Tablet Command, Inc. receives a data subject request relating to Personal Information, Tablet Command, Inc. will notify such data subject that it is unable to respond to the request without authorization from you and will direct such data subject to contact you directly to make their request.

*F. User IDs.* You will use best efforts to protect the confidentiality of user IDs, passwords, and other access credentials used by you or your employees, agents, representatives, and authorized users to access any of the services provided by Tablet Command, Inc. You will provide prompt notice to Tablet Command, Inc. of any actual or suspected compromised user IDs, passwords, or other access credentials.

*G. Notice of Noncompliance.* Tablet Command, Inc. will provide notice to you if Tablet Command, Inc. determines it can no longer process your Personal Information in compliance with these Terms or applicable

privacy and data security laws. You may, at your cost and upon at least thirty (30) days prior written notice to Tablet Command, Inc., take reasonable and appropriate steps to mitigate Tablet Command, Inc.'s processing of Personal Information that is not in compliance with these Terms or applicable privacy and data security laws.

H. *Audit*. No more than once per twelve-month period, at your cost, you or your designee may audit Tablet Command, Inc.'s data security and privacy practices related to Personal Information. You will provide at least thirty (30) days' prior written notice of your intent to conduct such audit and will reasonably cooperate with Tablet Command, Inc. to minimize disruption to Tablet Command, Inc.'s day-to-day business operations as a result of such audit.

I. *Personal Information Retention*. Upon termination of your account, Tablet Command, Inc. will return or destroy, at your option, the Personal Information Tablet Command, Inc. processes on your behalf. Notwithstanding the foregoing, if return of such Personal Information is impractical, Tablet Command, Inc. may destroy such Personal Information. Further notwithstanding the foregoing, Tablet Command, Inc. may retain such Personal Information (i) stored in an archive or backup system until such Personal Information is deleted from such system in the normal course of Tablet Command, Inc.'s business and (ii) as reasonably necessary to fulfill or demonstrate compliance with its legal obligations or to defend or pursue a legal claim.

J. *Opt-In Data Disclosures*. From time to time Company may make available features or integrations that permit Customer to make certain data, which may include Personal Information, available to other Company customers or to third parties. If Customer opts-in to the use of such features or integrations, Customer authorizes Company to make Customer's data available as explained during the opt-in process. Customer agrees that company will have no liability to Customer related to data disclosed to other Company customers or third parties in connection with such features or integrations. Customer may withdraw its consent at any time by providing written notice to Company at the address for notice listed below, or via an email message sent to [admin@tabletcommand.com](mailto:admin@tabletcommand.com).

K. *Opt-In AVL Data*. From time to time Company may make available features or integrations that permit Customer to share Automatic Vehicle Location ("AVL") data with other Company customers. If Customer opts-in to the sharing of AVL data, Customer authorizes Company to share such AVL data with other Company customers and Customer acknowledges and agrees that Company will have no liability to Customer related to AVL data shared with other Company customers. Company acknowledges and agrees that if Customer opts-in, Customer retains the ability to opt out of participation in this AVL data sharing agreement at any time by providing written notice to Company at the address for notice listed below, or via an email message sent to [support@tabletcommand.com](mailto:support@tabletcommand.com). The representative of Customer authorized to opt in or, following opt-in, to opt out is Andrew McGee, Technology Division Manager or such other representative as Customer may designate in writing.

## 11. ADDITIONAL OBLIGATIONS SPECIFIC TO YOUR MOBILE DEVICE.

Without limitation, your use of the Mobile Application with any Apple® device, including iPhone®, iPod touch® and iPad™ mobile digital device, is subject to the rules established by Apple Inc., including those terms set forth in the App Store Terms and Conditions located at <http://www.apple.com/legal/itunes/ww/>, the applicable provisions of which are incorporated herein by this reference. In the event of any failure of the Mobile Application to conform to any applicable warranty, You may notify Apple Inc. and Apple Inc. will refund to you the purchase price for the Mobile Application, if any; and, to the maximum extent permitted by applicable law, Apple Inc. will have no other warranty obligation whatsoever to you with respect to the Mobile Application. Apple Inc. is not liable for any claims by you or any third party relating to the Mobile

Application, or your possession or your use of the Mobile Application, including, but not limited to, (i) any product liability claims; (ii) any claim that the Mobile Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. iPhone, iPod touch and iPad are trademarks of Apple Inc.

#### Supplemental Terms For Apple iPhone, Apple iPad Users, and Android Phone Users

These terms supplement and are in addition to the terms of the License for users who purchase and/or install the Mobile Application on Apple, Inc. ("Apple") iPhone, and/or iPad products (collectively, "Apple Devices") and/or Android Devices:

1. By downloading the Mobile Application(s), provided that you comply with the terms of this License, you are acquiring and Tablet Command, Inc grants you a personal, limited, non-exclusive and non-transferable license to install and use the Mobile Application on authorized mobile hardware devices for personal, non-commercial use and subject to the rules set forth in Apple's App Store and Google Play Store Terms and Conditions, the applicable provisions of which are incorporated herein by this reference. This License does not entitle you to receive from Tablet Command, Inc hard-copy documentation, support, telephone assistance or enhancements or updates to the Mobile Application.
2. You agree that mobile hardware providers have no obligation whatsoever to furnish any maintenance and support services regarding the Mobile Application.
3. Mobile hardware providers shall not be responsible for any claims by you or any third party relating to your possession and/or use of the Mobile Application, including but not limited to: (i) product liability claims; (ii) any claim that the Mobile Application fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection laws or similar legislation; and (iv) claims by any third party that the Mobile Application or your possession and use of the Mobile Application infringes on the intellectual property rights of the third party.
4. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and that you are not listed on any U.S. Government list of prohibited or restricted parties.
5. You agree that Apple, Apple subsidiaries, Google and Google subsidiaries are third party beneficiaries of these Terms and that upon your acceptance of the terms and conditions of these Terms, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.



# CAL FIRE – RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT

**BILL WEISER - FIRE CHIEF**

210 WEST SAN JACINTO AVENUE, PERRIS, CA 92570-1915  
BUS: (951) 940-6900 FAX: (951) 940-6373 WWW.RVCFIRE.ORG

PROUDLY SERVING THE  
UNINCORPORATED  
AREAS OF RIVERSIDE  
COUNTY AND THE CITIES  
OF:

- BANNING
- BEAUMONT
- COACHELLA
- DESERT HOT SPRINGS
- EASTVALE
- INDIAN WELLS
- INDIO
- JURUPA VALLEY
- LAKE ELSINORE
- LA QUINTA
- MENIFEE
- MORENO VALLEY
- NORCO
- PALM DESERT
- PERRIS
- RANCHO MIRAGE
- RUBIDOUX CSD
- SAN JACINTO
- TEMECULA
- WILDOMAR

**BOARD OF SUPERVISORS:**

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- CHARLES WASHINGTON  
DISTRICT 3
- V. MANUEL PEREZ  
DISTRICT 4
- DR. YXSTIAN GUTIERREZ  
DISTRICT 5

Date: May 2, 2023

From: Geoff Pemberton, Chief Deputy

To: Board of Supervisors / Purchasing Agent

Via: Chet Ashbaugh, Technology Division Manager

Subject: Sole Source Procurement; Request for Initial Application Purchase and Software Annual Maintenance from Tablet Command (TC).

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Tablet Command, Inc.
2. **Vendor ID:** 258434
3.  **Single Source**                       **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*
  - Yes**     **No**
- 4a. **Was the request approved for a different project?**
  - Yes**     **No**
5. **Supply/Service being requested:**  
Purchase of application and Annual Software License for Tablet Command.
6. **Unique features of the supply/service being requested from this supplier.**  
This application is utilized by several other Fire Departments throughout the state and the Operational Area. This application will be utilized as a tool to help the department in managing Emergency Incidents, Increase Fire Fighter accountability, provide the ability to share vehicle location information with other responding agencies, and allow for data interoperability with other fire department agencies that utilize this application. No other application exists that provides the functionality that is required and is compatible with the existing users of this application.

**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

Tablet Command is a mobile incident command tool that will increase situational awareness, streamline incident management tasks and improve firefighter safety and accountability. The benefit to the county, citizens, and visitors of county are increased overall performance of the fire department which will help save lives and protect property.

**8. Period of Performance:** From: FY 22/23 to FY 27/28  
(total number of years)

**NOTE:** Final Payment of Annual Software Maintenance, in current Agreement, will Occur approximately April 1, 2027, during FY 26/27, however the maintenance will be valid through March 31, 2028, which is FY 27/28.

Is this an annually renewable contract?  No  Yes  
Is this a fixed-term agreement:  No  Yes

*(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)*

**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27
Previous SSJ Approved Amounts:					
SSJ Dated 3/1/2023	\$74,000	\$428,226	\$436,387	\$448,382	\$460,826
ADD: Estimated Additional Licenses					
Ongoing Costs:					
Estimated Annual Software Maintenance					
<b>NEW TOTAL – Not to Exceed Annual Expenditure</b>	<b>\$74,000</b>	<b>\$428,226</b>	<b>\$436,387</b>	<b>\$448,382</b>	<b>\$460,826</b>

**10. Price Reasonableness:**  
TC is providing the same discount for CalFire agencies to the Fire Department.

**11. Projected Board of Supervisor Date (if applicable):** August 29, 2023

  
Department Head Signature  
(or designee)

Diane Sinclair  
Print Name

5/2/23  
Date

-----  
**The section below is to be completed by the Purchasing Agent or designee.**  
-----

Purchasing Department Comments:

**Approve**

Approve with Condition/s

Disapprove

Condition/s:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Not to exceed: \$1,847,821**

**One-time** \$ \_\_\_\_\_

**Annual Amount** \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)  
(If Annual Amount Varies each FY)

FY	<u>22/23</u>	:	\$	<u>74,000</u>
FY	<u>23/24</u>	:	\$	<u>428,226</u>
FY	<u>24/25</u>	:	\$	<u>436,387</u>
FY	<u>25/26</u>	:	\$	<u>448,382</u>
FY	<u>26/27</u>	:	\$	<u>460,826</u>

*Meghan Hahn*  
**Purchasing Agent**

5/2/23  
**Date**

23-189

**Approval Number**

(Reference on Purchasing Documents)