FIRE DISPATCH AND EMERGENCY COMMUNICATIONS SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND THE CITY OF CORONA

1. PARTIES AND DATE

This Fire Dispatch and Emergency Communications Services Agreement ("Agreement") is entered into on January 19, 2022 ("Effective Date") by and between the CITY OF ONTARIO, a municipal corporation (hereinafter referred to as "ONTARIO") and the CITY OF CORONA, a municipal corporation (hereinafter referred to as "CORONA") on a 24-hour-per-day basis. ONTARIO and CORONA are hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

2. RECITALS

- 2.1 The Ontario Fire Department has experience, capabilities, and unique expertise relating to fire dispatching and emergency communications.
- 2.2 The Ontario Fire Department is an Accredited Emergency Medical Dispatch Center through the National Academies of Emergency Medical Dispatching.
- 2.3 CORONA desires that ONTARIO provide fire dispatching and emergency communications services to CORONA on a 24-hour-per-day basis.
- 2.4 The Parties are authorized to enter into this Agreement pursuant to Section 55632 of the California Government Code.
- 2.5 The Parties desire by this Agreement to establish the terms for which ONTARIO will provide fire dispatching and emergency communications services.

3. TERMS AND CONDITIONS

3.1 General Dispatch and System Requirements

ONTARIO agrees to provide fire dispatching and emergency communications service to CORONA on a 24-hour-per-day basis, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Fire Dispatch Services"). The Fire Dispatch Services "Go-Live" date will occur on a mutually agreed upon date in the 1st Quarter of FY 22-23.

- 3.1.1 Responsibilities of ONTARIO. ONTARIO shall bear the following responsibilities in addition to the requirements as outlined in Exhibit "A", attached hereto and incorporated herein by this reference.
 - 3.1.1.1 ONTARIO shall answer CORONA emergency telephone lines, dispatch appropriate apparatus and personnel, maintain radio or telephone contact with such apparatus and personnel during emergency incidents, and provide supportive communications during non-emergency periods.

- 3.1.1.2 ONTARIO shall maintain Emergency Medical Dispatch (EMD) accreditation through the National Academies of Emergency Medical Dispatch and provide EMD, when possible, on all medical aid calls for CORONA. ONTARIO communications personnel will evaluate the need for immediate care through pre-arrival instructions to patients or callers before the arrival of CORONA or emergency first responders.
- 3.1.1.3 ONTARIO shall notify CORONA of any intended communications system technological enhancements and shall further work with CORONA in implementing such enhancements. The final decision to secure new or improved communications system equipment for ONTARIO's Fire Communications Center shall, however, rest solely with ONTARIO.
- 3.1.1.4 ONTARIO will maintain the Dispatch Review Committee and Dispatch Steering Committee which meet quarterly. These committees are a requirement of the National Academies of Emergency Medical Dispatching and provide medical dispatch system oversight and policy approval for the Ontario Communications Division. Both committees will have a representative from the CORONA Fire Department as designated by the CORONA Fire Chief.
- 3.1.2 Responsibilities of CORONA. CORONA shall bear the following obligations in addition to the obligations as outlined in Exhibit "B", attached hereto and incorporated herein by this reference.
 - 3.1.2.1 CORONA will maintain their own city's GIS layers within the cloud-based Computer Aided Dispatch (CAD) system, including their fire pre-plans and premise information, and their own run-cards as a contingency in the event Automated Vehicle Location (AVL) dispatching is down.
 - 3.1.2.2 CORONA shall maintain its present communications system in such a condition as to be compatible with the communications system used by ONTARIO. The term "communications system" shall include radio, telephone and computer hardware, as well as connecting lines, frequency channels, switching equipment, satellite receivers, alert receivers, microwave equipment, alerting systems, papers, repeater sites, computer software, CAD printers, and associated equipment that is integrated with dispatch services. CORONA's communication system repair, maintenance, and sustainment is the sole responsibly of CORONA. Exhibit "C", attached hereto and incorporated herein by this reference, identifies the means and manner for CORONA to obtain call-when-needed IT Support Services from ONTARIO.
 - 3.1.2.3 CORONA shall maintain a similar dispatching, reporting, and communications format as used by ONTARIO Fire Department and decided by the Dispatch

Steering Committee, with reasonable discretion for deviation upon mutual agreement by each party's Representative identified in Section 3.7. Any such deviation must not have an adverse impact on the other agency or any element of the "communications system."

- 3.1.2.4 CORONA agrees to provide and maintain standardized operational procedures.
- 3.1.2.5 CORONA agrees to generate and disseminate all emergency mass notifications (reverse 911), evacuation notices, press releases and handle all media inquiries relevant to this Agreement and CORONA incidents and calls for service. Any urgent personnel or operational issues may be addressed to the on-duty ONTARIO Fire Communications Center Supervisor. Non-urgent issues should be directed to the ONTARIO Fire Communications Center Manager.
- 3.1.3 It is the intent of the Parties that this Agreement pertain solely to fire dispatch and emergency communications services.

3.2 Costs and Billing

3.2.1 Start-Up Costs

CORONA agrees to reimburse ONTARIO for reasonable, documented one-time costs including, but not limited to, necessary radio and telephone equipment, computer hardware and software, consultant, and project management in an amount up to One-Hundred and Fifty Thousand Dollars (\$150,000). These costs shall besubject to the prior written approval of CORONA's Representative, which shall not be unreasonably held. The procurement of such equipment and services shall follow ONTARIO's Purchasing Policy and Procedure.

3.2.2 <u>Technology Costs</u>

CORONA agrees to pay directly to the appropriate vendor the subscription, for its Computer Aided Dispatch (CAD) system, leased radio lines, and any other technology additions required by CORONA.

Annual Technology Costs		
Description	Approximate Cost	
CAD SaaS Fee	\$75,000	
Radio Lines	\$24,000	

3.2.3 Per Call Costs

CORONA agrees to pay ONTARIO \$29 per call for service (early adopter rate) ("Per Call Cost"), subject to potential adjustments as outlined in this Section, for the duration of this Agreement. A call for service is defined as a CAD generated incident (run numbers) as entered by the ONTARIO Fire Communications Center. ONTARIO may increase the Per Call Cost not more than once per twelve-month period. Such increases shall not exceed the percentage change in the Consumer Price Index – All urban consumers, All Items – (Series ID# CUURS49CSA0) Riverside – San Bernardino – Ontario, CA areas for the twelve (12) month period January through January immediately preceding the date of the price adjustment. ONTARIO shall make any increase to the Per Call Cost for the upcoming fiscal year, and notify CORONA as soon as practical, but no later than ninety (90) days prior to the start of the Parties' fiscal year (July 1).

3.2.4 Billing

ONTARIO shall invoice CORONA in writing on a quarterly basis as follows: January 15^{th} (for Fire Dispatch Services provided October 1 - December 31), April 15^{th} (for Fire Dispatch Services provided January 1 – March 31), July 15^{th} (for Fire Dispatch Services provided April 1 - June 30), and October 15^{th} (for Fire Dispatch Services provided July 1 – September 31). CORONA shall pay all fees due within 30 days after receipt of the invoice or will be subject to the late payment charge stated in Section 3.2.5.

3.2.5 Late Payment

As provided by Ontario Municipal Code, Section 1-2.07, there is a 10% late fee for payments received more than 30 days after receipt of an invoice, and an additional 0.5% penalty per month thereafter.

3.3 <u>Contract Term</u>

The Term of this Agreement shall begin on the Effective Date and continue until January 19, 2025, unless earlier terminated as provided herein. Subject to the written approval of the Parties involved, this Agreement may be extended by CORONA for a maximum of two (2) additional terms of one (1) year. Either party may terminate this Agreement at any time by providing written notice to the other Party no less than 180 days prior to the desired date of termination.

3.4 <u>Attorneys' Fees</u>

In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recovery from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or enforcement of any of the terms, conditions, or provisions.

3.5 <u>Liability Contribution</u>

Each Party to this Agreement assumes full and sole responsibility for all risks of injury and damages, arising from the performance of its respective duties and obligations under this Agreement and each Party shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, the performance of its respective duties and obligations under this Agreement. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried out in the performance of that Party's obligations and responsibilities under this Agreement.

Notwithstanding the foregoing, pursuant to Government Code sections 895.4 and 895.6, if any Party is held liable upon any judgement for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement and pays in excess of its pro rata share in satisfaction of such judgement, such Party is entitled to contribution from the other Party to this Agreement. For the purposes of this Agreement, the pro rata share of each Party for purposes of this Section shall be determined according to the comparative fault of the respective Party (ies) as between them.

3.6 Independent Contractor Status

ONTARIO and CORONA shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Agreement, as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the other for any purpose.

3.7 <u>Representatives</u>

ONTARIO hereby designates its Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement ("ONTARIO's Representative"). CORONA hereby designates its Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement ("CORONA's Representative"). Each Representative shall have the power to act on behalf of their respective Party for all purposes under this Agreement.

ONTARIO hereby designates its Executive Director of Information Technology, or his or her designee, to act as its representative for the provisions of call-if-necessary IT Services outlined in Exhibit "C". CORONA hereby designates its Fire Chief, or his or her designee, to act as its representative for the provision of call- if-necessary IT Services.

3.8 <u>Third Party Rights</u>

ONTARIO and CORONA agree that the provisions of this Agreement are not intended to create or clarify any rights of third parties not party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than ONTARIO and CORONA.

3.9 Privileges and Immunities

All privileges and immunities of ONTARIO and CORONA provided by state and federal law shall remain in full force and effect.

3.10 Governing Law

This Agreement shall be governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situation in the County of San Bernardino, State of California.

3.11 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, neither Party shall assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the other Party. Any attempt assignment with such consent shall be invalid and void.

3.12 <u>Counterparts</u>

This Agreement may be executed in counterparts, each of which shall constitute an original. All counterparts shall be construed together and constitute one single Agreement.

3.13 <u>Notices</u>

Any notices required to be given under this Agreement shall be deemed to have been properly delivered, served, or given for all purposes when personally delivered to the party to whom it is directed, or in lieu of such personal services, when mailed, postage prepaid, to the following addresses:

<u>ONTARIO</u>	CORONA
City Manager	City Manager
City of Ontario	City of Corona
303 East B Street	400 S. Vicentia Ave
Ontario, CA 91764	Corona, CA 92882

3.14 <u>Severability</u>

In the event that any provision of this Agreement shall be held invalid or unenforceable, such provisions shall be severable from this Agreement, and such invalidity or unenforceability shall not be construed to have any effect on the remaining provisions of this Agreement.

3.15 <u>No Waiver</u>

The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against who enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

3.16 <u>Remedies By Law</u>

In addition to the rights and remedies provided for by this Agreement, the Parties shall be entitled to all rights and remedies afforded to them by law.

3.17 Amendment and Modification

This Agreement may be amended or modified only by a written instrument signed by the parties.

3.17 Force Majeure

Neither Party shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

"Event of Force Majeure" shall mean an event beyond the control of either Party which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: natural disasters, pandemic or epidemic, enemy invasion, war, insurrection, nuclear or radiological contamination, riotous situation or civil unrest, or acts or threats of terrorism.

Should an Event of Force Majeure occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.18 <u>Entire Agreement</u>

This Agreement, with its exhibits, represents the entire understanding of ONTARIO and CORONA as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

3.19 <u>Headings</u>

Paragraphs and subparagraph headings contained in this Agreement are included solely for conveniences and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

3.20 Existing Aid Agreement

Nothing in this Agreement shall be construed to affect the obligations, rights, or liabilities of either Party with respect to any automatic or mutual aid agreements existing prior to the execution of this Agreement. SIGNATURE PAGE FOR FIRE AND DISPATCH AND EMERGENCY COMMUNICATIONS SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND THE CITY OF CORONA

IN WITNESS WHEREOF, the Parties have caused this instrument to be signed and executed on the date first herein above written.

CITY OF ONTARIO

CITY OF CORONA

By:_____

Jacob Ellis City Manager

Attest:

Approved as to Form:

By:

Best, Best & Krieger, LLP

City Attorney

By:____

City Clerk

By:_____

Scott Ochoa City Manager

By:____

City Clerk

EXHIBIT "A" EMERGENCY FIRE/EMS DISPATCH SERVICES SCOPE OF SERVICES, LEVEL OF SERVICE AND LEVEL OF SERVICE

SCOPE OF SERVICES

ONTARIO will provide emergency fire/EMS dispatching and communications services in support of fire protection, fire-rescue, and emergency medical services. These services will be provided by ONTARIO, from the ONTARIO Fire Communications Center, using ONTARIO staff on a 24-hour-per-day basis.

ONTARIO shall:

- Provide emergency fire/EMS dispatching and communications services to CORONA. This service will include: receive and dispatch all emergency calls, including 911 and 10-digit emergency numbers; provide dispatching and tracking of calls for service via CAD (Computer Aided Dispatch) system; call tracking and historical information; digital audio recordings including radio and telephone activity. Audio recordings are archived for two years.
- 2. Hire, train, and compensate dispatch personnel (in compliance with guidelines of the City of Ontario and applicable laws and standards) to accomplish the stated tasks and provide necessary supervision and management for dispatch personnel.
- 3. Provide necessary and on-going training for dispatch personnel.
- 4. Provide management level supervisors in the capacity of liaisons to discuss, evaluate, and implement policies and procedures and provide supervision for emergency fire/EMS dispatching and communications services.
- 5. Provide supervision and coordination of dispatching and emergency communications operational and technical issues, and coordination of service-related operations.
- 6. Provide and maintain a cloud-based CAD system capable of dispatching fire/EMS resources by Automated Vehicle Location (AVL) and tracking data necessary for emergency services dispatching. ONTARIO will notify CORONA immediately upon any newly discovered issues that may impact the "communication system" including AVL, CAD, Radio, etc.
- 7. Maintain a cloud-based CAD system capable of exporting Records Management System (RMS) data to a third-party reporting system (currently Image Trend). CORONA maintains its own instance of Image Trend. Any additional RMS will require a separate interface and therefore the cost of such export will borne by CORONA. ONTARIO will notify CORONA of any upgrades or modifications that could impact established interfaces.

- 8. Contact the Cloud-based CAD vendor for any changes to the overall CAD system, dispatch system changes (response plans, units, call types, dispo codes, etc.), CAD connectivity to the cloud, or anything that impacts emergency dispatch operations.
- 9. Provide at least 365 days notice to CORONA for any changes to the "communications system" (Radio, Cloud based CAD, Station Alerting, etc.) that will impact the overall fire dispatch system.
- 10. The following APIs (Application Interface) are included for the below software programs:

Note: Any CORONA centric interfaces (i.e. Riverside County AMR) in addition to the API's listed below would be funded fully by CORONA.

SOMA Global Fire Department Interfaces			
Department	Name of Interface	Description	
Fire	Tablet Command	Two-way interface to transmit AVL data to Incident Command Software and additional feasibility as MDC.	
Fire	Image Trend	Interface between Image Trend RMS and CAD.	
Fire	AMR Connection (SB County)	One-way interface to transmit address to AMR (Ambulance) dispatch in SB County.	
Fire	Telestaff	One-way interface between scheduling software and CAD.	
Fire	Sigler	Station Alerting - Sigler (phasing out) and US Digital is installed in one station and phased for others.	
Fire	US Digital	Station Alerting.	
Fire	SB County Paging	Interface between San Bernardino County Radio and CAD.	
Fire	Priority Dispatch Pro QA	Interface between our EMD software (Pro QA) and the CAD.	
Fire	Accela	Fire Inspection module and premise information update.	

Fire	PulsePoint	One-way interface which is public facing for CPR notifications.
Fire	CAD Interoperability (Tellus - CAD2CAD)	Two-way interface to transmit and receive transactional information from disparate CAD systems related to Call for Service information, Unit/Resource Assignment, Unit/Resources Status Changes, and messaging between users.
Fire	AVL	One-way interface to ingest GPS data to provide real-time AVL.
Dispatch	CPE/Ani/Ali	One-way interface to ingest standard ANI/ALI data in the creation of a new Call for Service.
Dispatch	Rapid SOS	One-way interface to ingest wireless caller location data for display on ESRI feature layer exposed to CAD and Mobile users.
Dispatch	Virent Call/Radio Logger	Phone and radio traffic log recorder
Dispatch	ComTech	Text to 911

- 11. Provide 911 interface to CAD incident format.
- 12. Provide necessary technical support for hardware and software identified in the agreement, including: hardware/software maintenance for CAD, CAD/RMS export, 911 CAD interface, 911 telephone system, and audio recording system.
- 13. Provide necessary form development, audio tape reproduction on request in accordance with applicable laws, as follows:
 - 13.1 CORONA shall have unconditional access to all audio (911, phone, and radio).

13.2 Audio shall be kept confidential by both parties unless the release of audio is compelled by law. ONTARIO shall only release audio in compliance with the California Public Records Act or any applicable law related to the disclosure of public records. Likewise, CORONA shall only release audio in compliance with the California Public Records Act and any applicable laws related to the disclosure of public records.

- 14. Provide Emergency Medical Dispatching (EMD) pre-arrival instructions when applicable on medical calls for service consistent with the Medical Priority Dispatch System (MPDS) and National Academy of Emergency Medical Dispatch (NAEMD). ONTARIO will provide training and certification of dispatch personnel in accordance with Inland Counties EMS Agency (ICEMA) and State Emergency Medical Services Authority (EMSA) guidelines, as well as quality assurance review of the EMD program. To the extent that Riverside County EMS Agency (REMSA) guidelines require training not included in the ICEMA and EMSA guidelines, such training will also be provided by ONTARIO, at CORONA's sole cost and expense.
- 15. Maintain an Accredited Dispatch Center of Excellence through the National Academies of Emergency Medical Dispatch (NAEMD).
- 16. Conduct regular Dispatch Steering Committee meetings to include the designated CORONA Liaison.
- 17. Represent the interests of CORONA at CALNENA (California Chapter of National Emergency Number Association), REMSA EMD Committee, and State 911 Program for equipment enhancements and software or procedural revisions or modifications.
- Represent the interests of CORONA on the on-going 911 technology projects at CALNENA (State) and NENA (National) levels to include communication, correspondence, and representation to both organizations.
- 19. Quality insurance (QI) review of the required amount of calls (both for ONTARIO and CORONA) based on NAEMD requirements. The calls get pulled in random by NAEMD and currently sits between 1% 3% of ONTARIO calls each month.
- 20. Produce customized quarterly reports to CORONA based on available data.

LEVEL OF SERVICE

ONTARIO will provide emergency dispatching and communications services to CORONA on a 24-hour-perday, 365-day-per-year basis.

ONTARIO will staff the ONTARIO Fire Communications Center in a manner and level consistent with needs of the Center, at the direction of the Fire Communications Manager, and consistent with applicable standards of practice.

EXHIBIT "B"

CORONA'S RESPONSIBILITIES

The following is a list of service efforts that are the responsibilities of CORONA. Corona shall:

- 1. Maintain its radio communications system in such a condition as to be compatible with the communications system used by ONTARIO.
- 2. Maintain a fire station alerting system in such a condition as to be compatible with the cloudbased CAD system used by ONTARIO.
- 3. Fund, repair, maintain, service, and sustain communications infrastructure, hardware, systems, software, and technology owned by CORONA. Any CORONA centric interfaces (i.e. Riverside County AMR) in addition to the API's listed in Exhibit A section 10 to the cloud-based CAD system would be funded fully by CORONA.
- 4. Purchase and maintenance of all mobile devices, Mobile Data Computers (MDCs), modems to support AVL dispatching, station alerting systems, pagers, radios or other hardware systems are the responsibilities of CORONA.
- 5. Purchase and maintain appropriate level internet connectivity deemed acceptable by CORONA to ensure connectivity to the CAD.
- 6. Maintain the City of Corona's GIS layers within the cloud-based Computer Aided Dispatch (CAD) system, including their fire pre-plans and premise information, and their own run-cards as a contingency in the event Automated Vehicle Location (AVL) dispatching is down.
- 7. Contact the cloud-based CAD vendor directly for any support for mobile software, GIS layers, premise information, or other CORONA specific interfaces. Any software changes to the overall CAD system will require approval from ONTARIO.
- 8. Within a reasonable amount of time, inform the ONTARIO Fire Communications Center and IT of any *existing known* hardware or software related issues including but not limited to mobile devices, Mobile Data Computers (MDCs), modems to support AVL dispatching, station alerting systems, pagers, and/or radios. Upon discovery, inform the ONTARIO Fire Communications Center and IT of any *newly discovered* hardware or software related issues including but not limited to mobile devices, MDC, modems to support AVL dispatching, station alerting systems, pagers, and/or radios to ensure optimal service capacity under such conditions.
- 9. Provide all IT support for its own systems to all CORONA fire stations, apparatuses, and systems deemed necessary by CORONA.
- 10. Provide and maintain a standardized operational procedures.
- 11. Provide automatic and mutual aid agreements currently in effect.

- 12. Provide a single agency liaison to represent CORONA within the ONTARIO Fire Communications Center.
- 13. Fund any relocation or addition of services or new data/telephone lines, hardware required for the purposes of emergency communications and dispatching services for CORONA.
- 14. Generate and disseminate all emergency mass notifications (reverse 911), evacuation notices, press releases and handle all media inquiries relevant to this Agreement and CORONA incidents and calls for service. Any urgent personnel or operational issues may be addressed to the on-duty ONTARIO Fire Communications Center Supervisor. Non-urgent issues should be directed to the ONTARIO Fire Communications Center Manager.

EXHIBIT "C" INFORMATION TECHNOLOGY CALL WHEN NECESSARY SERVICES

SCOPE OF SERVICES

ONTARIO provides information technology (IT) services to the Ontario Fire Department Communications Center in support of their delivery of emergency dispatching and communication services to the Corona Fire Department (CORONA). IT services subject to this Agreement include ONTARIO owned and operated infrastructure, systems, devices, and applications.

There are no IT, GIS, or Radio services included in this agreement outside of their support for the ONTARIO Fire Department Communications Center.

Ontario Information Technology Responsibilities:

- 1. Provide IT services to the Ontario Fire Department Communications Center in support of its mission of providing emergency dispatching and communications services and applicable tertiary responsibilities and tasks to both ONTARIO and CORONA.
- 2. IT services essential to the Ontario Fire Department Communications Center's mission of providing emergency dispatching and communications services and applicable tertiary responsibilities and tasks will be provided 24-hour-per-day basis.
- 3. IT services provided to CORONA will include those services to, originating from, or as the result of ONTARIO owned and operated IT infrastructure, systems (including the cloud-based CAD), devices, and applications.
- 4. IT services provided to CORONA and not subject to this agreement will be billed on a time and materials basis directly between CORONA and ONTARIO Information Technology Department on a best effort basis and subject to ONTARIO Information Technology Department availability.

LEVEL OF SERVICE

ONTARIO provides IT services to the Ontario Fire Department Communications Center on a 24-hour-perday, 365-days-per-year.

COST OF SERVICE

Cost of IT services to the Ontario Fire Department Communications Center in support of the Center's provision of emergency dispatching and communications services to CORONA will be calculated and billed to Ontario Fire Department as internal services fees.

Cost of IT services provided to CORONA and not subject to this agreement will be billed on time and materials basis directly between CORONA and Ontario Information Technology Department using the most current City of Ontario Cost Allocation Plan.

EXHIBIT "D" INTERIM EMERGENCY MEDICAL DISPATCH SERVICES

SCOPE OF INTERIM SERVICES

ONTARIO shall provide Emergency Medical Dispatch (EMD) services to CORONA on an interim basis prior to the full Fire Dispatch Services "Go-Live" date, which is scheduled to occur in the 1st Quarter of FY 22-23 (as outlined in this Agreement), when requested in writing by the CORONA Fire Chief.

ONTARIO Responsibilities:

- ONTARIO shall maintain Emergency Medical Dispatch (EMD) accreditation through the National Academies of Emergency Medical Dispatch (NAEMD) and provide EMD, when possible, on all medical aid calls for CORONA. ONTARIO communications personnel will evaluate the need for immediate care through pre-arrival instructions to patients or callers before the arrival of CORONA or other emergency first responders. Such pre-arrival instructions, when applicable on medical calls for service, shall be consistent with the Medical Priority Dispatch System (MPDS) and NAEMD protocols.
- ONTARIO will quality insurance (QI) review the required number of calls (both for ONTARIO and CORONA) based on NAEMD requirements. The calls get pulled in random by NAEMD and currently sits between 1% - 3% of Ontario Communication Center calls each month.

LEVEL OF INTERIM SERVICE

ONTARIO will provide Interim EMD services to CORONA on a 24-hour-per-day, 365-day-per-year basis, for all emergency calls transferred to ONTARIO from CORONA. Such Interim EMD Services shall be provided by ONTARIO from the date requested by the CORONA Fire Chief until the full Fire Dispatch Service "Go-Live" date, unless earlier terminated.

ONTARIO will staff the ONTARIO Fire Communications Center in a manner and level consistent with needs of the Center, at the direction of the Fire Communications Manager, and consistent with applicable standards of practice.

COST OF INTERIM SERVICE

Cost of Interim EMD services provided to CORONA will be \$20 per EMD call.

TERMINATION OF INTERIM SERVICE

Either party may terminate its provision of Interim EMD services at any time by providing no less than 14 days written notice prior to the desired date of termination.