

**AGREEMENT FOR “PASS-THROUGH” PAYMENT FOR
PROJECT MANAGEMENT SERVICES**

This agreement for “pass-through” payments for project management services (“Agreement”) for the San Bernardino County Chiefs and Sheriffs Association’s (“Sheriffs’ Association”) and the Riverside-Ontario-San Bernardino Urban Area Security Initiative (“Riverside UASI”) COPLINK data sharing projects (the “COPLINK Projects”) is made and entered into as of the 19th day of January, 2010 (“Effective Date”) by and between the City of Redlands (“City”) and Cletus F. Hyman (“Consultant”). City and Consultant are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

1. Services. Consultant represents that it will perform the services for the COPLINK Projects which are more specifically described in Exhibit “A,” which is attached hereto and incorporated herein by this reference (the “Services”).

2. Term; Termination. The term of this Agreement shall commence upon its Effective Date and shall expire upon completion of performance of the Services by Consultant or upon written notice from the COPLINK Project to City that payments to Consultant shall cease. Notwithstanding the foregoing, either Party may terminate this Agreement by giving written notice not less than ten (10) days prior to the proposed date of termination, which date shall be included in said notice.

3. Compensation; Expenses; Payment. City shall pay Consultant for the Services performed by Consultant in the amount of Seventy-five dollars (\$75.00) per hour. The total compensation payable hereunder shall not exceed the sum of One Hundred Seventy Five Thousand Dollars (\$175,000) unless the performance of the Services and/or reimbursement of costs and expenses in excess of said amounts have been approved in writing, in advance of performing such Services, by City and the Sheriffs’ Association and/or the Riverside UASI, as appropriate. Compensation shall be payable upon monthly billing therefor by Consultant to City, which billing shall include an itemized statement, briefly describing the tasks billed. Payment shall be made to Consultant no later than thirty (30) days after billing. Consultant acknowledges and agrees that City shall have no obligation to pay any funds to Consultant, nor shall City be liable therefor, except to the extent City has received funds from the COPLINK Projects.

4. Independent Contractor. It is the express intention of the Parties that Consultant is an independent contractor for the COPLINK Projects and not an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee, or any agency relationship, between Consultant and City. The Parties acknowledge that Contractor is not an employee for State tax, Federal tax or any other purpose

5. Indemnity. Consultant shall defend, indemnify and hold City, its elected officials, officers, employees and agents harmless from and against any and all actions, damages, losses, causes of action and liability (“Claim”) imposed or claimed relating to the injury or death of any person or damage to any property, including attorneys’ fees and other legal expenses, arising directly or indirectly from any act or omission of Consultant in performing the services Consultant will render for the COPLINK Projects.

6. Insurance. Consultant shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to Consultant's Services covering City's risks, in forms subject to the approval of the City Attorney and/or City's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

| <u>Insurance Category</u> | <u>Minimum Limits</u> |
|------------------------------|--|
| Workers' Compensation | statutory minimum as may be required |
| Employer's Liability | \$1,000,000 per accident for bodily injury or disease |
| Commercial General Liability | \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage |
| Automobile Liability | \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Consultant's vehicle usage in performing services hereunder) |
| Professional Liability | \$1,000,000 per claim and aggregate |

Consultant shall furnish City with certificates, endorsements and copies of information or declaration pages of the insurance required hereunder prior to Consultant's performance of any Services.

7. Notice. All notices required by this Agreement shall be given to City and Consultant in writing, by UPS or FedEx, postage prepaid, addressed as follows:

CITY: James R. Bueermann
30 Cajon Street
Redlands, 92373

CONSULTANT: Cletus F. Hyman
847 Robinhood Ln
Redlands, CA 92373

8. Non-Assignment. This Agreement is not assignable either in whole or in part.

9. Amendments. This Agreement may be amended or modified only by written agreement signed by the Parties.

10. Validity. The invalidity of any part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

11. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either Party shall be brought in the County of San Bernardino, California.

12. Attorneys' Fees. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

13. Entire Agreement. This Agreement, including its Exhibits, comprises the entire agreement of the Parties with respect to the subject matter hereof. The previous agreement between the Parties, dated April 7, 2009, for Services for the COPLINK Project is hereby terminated and superseded by this Agreement.

IN WITNESS WHEREOF,

CITY OF REDLANDS

Dated: _____
Pat Gilbreath, Mayor

ATTEST:

Dated: _____
Sam Irwin, City Clerk

CONSULTANT

Dated: _____
Cletus F. Hyman

EXHIBIT "A"

A. Consultant represents it will provide project management services as described below (collectively the "Services") for the San Bernardino County Chiefs and Sheriffs Association's and the Riverside-Ontario-San Bernardino Urban Area Security Initiative's (together the "Association") COPLINK Data Sharing Projects (the "Projects"). For the purposes of this Agreement, "Services" shall include, but not be limited to, the following:

1. Recommend governance models for the Projects to the Associations and assist with implementing the model chosen by the Associations.
2. Negotiate a contract with Knowledge Computing Corporation for the COPLINK software and professional services.
3. Develop agreements and policies as necessary for the implementation of COPLINK to include:
 - Initial Data Sharing Initiative MOU
 - System use policy
 - Node hosting agreement
 - Node business model
4. Recommend to the Associations a network model that will allow for the sharing of data between member agencies and the COPLINK Node and oversee the implementation of said network.
 - Agency Access
 - Mobil Access
 - Internet Access via VPN
5. Develop a Data Center Strategy to include disaster recovery and back-up strategy, redundancy and reliability and processor loading.
6. Coordinate with the RMS vendors, member agencies and Knowledge Computer Corporation to facilitate data extraction and transfer.
7. Coordinate with member agencies and Knowledge Computer Corporation to develop an update strategy.
8. Develop data sharing agreements for member agencies and for sharing data with other COPLINK "Nodes."
9. Design and, after approval by Associations, implement short and long term goals with Association member organizations participating in the Project to sustain the COPLINK Data Sharing Initiative.
10. Create a proposed budget for year one and year two of the Projects.
11. Assist in obtaining funds through grants and/or other resources to sustain the Data Sharing Initiative.

12. Provide regular oral or written project updates to the Associations or Associations' designated representatives during the term of this Agreement.