

**AMENDMENT NO. 1  
TO NON-STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
GENASYS, INC.**

**THIS AMENDMENT NO. 1** to Agreement made by and between the County of Monterey (hereinafter, "COUNTY"), a political subdivision of the State of California, and Genasys, Inc. (hereinafter, "CONTRACTOR"), is hereby entered into between the COUNTY and the CONTRACTOR (collectively, the "Parties") with respect to the following:

**WHEREAS**, CONTRACTOR entered into a Non-Standard Agreement with the COUNTY on December 1, 2022, (hereinafter, "Agreement") to provide Public Alert and Warning and Evacuation Management Services (hereinafter, "services") through and including March 31, 2026, for an amount not-to-exceed \$270,000; and

**WHEREAS**, the Agreement is divided into three (3) periods of performance with the first period of performance designated for testing and implementation of services; and

**WHEREAS**, additional time is necessary to appropriately test and implement services; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the first period of performance for an additional four (4) months from sixteen (16) months to twenty (20) months, thereby extending the ensuing performance periods by four (4) additional months each; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for four (4) additional months to July 31, 2026, with no increase to the not-to-exceed amount.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Section 2.1 under Section 2., "Period of Performance", to read as follows:

This Agreement shall be effective upon signature of this Agreement by both parties and continue for three (3) years and eight (8) months, in effect from December 1, 2022, through July 31, 2026, unless terminated earlier, with the option to renew annually for five (5) additional one-year options to renew in writing, to be signed by both parties.

2. Amend the second sentence of Section 3.1 under Section 3., "Compensation", to read as follows:

Maximum payments by COUNTY to CONTRACTOR shall not exceed ninety thousand dollars (\$90,000) for the first 20-month period and then ninety thousand dollars (\$90,000) for all subsequent annual (12-month) periods for a total of two hundred and seventy thousand dollars (\$270,000) for the 44-month initial term of the contract, including all expenses.

3. Amend the first sentence of Section 3.2 under Section 3., "Compensation", to read as follows:

No price increases will be permitted during the initial 3-year and 8-month term of this Agreement and the five (5) potential option years.

4. Amend Section e. under Section 22.2, “Insurance Requirements”, to require CONTRACTOR meet the Automobile Insurance Threshold as follows:

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5. Amend Section A. in Exhibit B Payment Provisions to read as follows:

Period 1/20-months: CONTRACTOR will be paid in full for configuration, integration, testing, and training upon system verification and acceptance, according to the Project Plan, upon submission of a valid invoice as detailed in section 3.3.

6. Amend Section a. under Section D. in Exhibit B Payment Provisions to read as follows:

Initial Term: Period 1 (20-months), Period 2 (12-months), Period 3 (12-months)

7. Amend the Initial Term Payment Schedule table in Section a. under Section D. in Exhibit B Payment Provisions to read as follows:

Initial Term Payment Schedule	
Period 1, the initial 20-month period will be considered year 1/period 1	\$90,000
Period 2, the following 12-month period after year 1/period 1	\$90,000
Period 3, the following 12-month period after year 2	\$90,000

8. Amend Section b. under Section D. in Exhibit B Payment Provisions to read as follows:

After the Initial Term of three (3) years and eight (8) months is complete, the COUNTY has the option to renew the initial term services for up to five (5) additional one-year extensions at the annual cost of ninety thousand dollars (\$90,000)/12-month period.

9. Except as provided herein, all other terms, conditions, and provisions of the Agreement, including all Exhibits thereto, shall remain unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

10. This Amendment No. 1 shall be attached to the original Agreement executed by the COUNTY on December 1, 2022, and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
Genasys, Inc.  
Contractor's Business Name

Date: \_\_\_\_\_

By: DocuSigned by:  
Norma Berry  
\_\_\_\_\_  
(Signature Chair, President, or Vice President)

**Approved as to Form**  
**Office of the County Counsel**  
**Susan K. Blitch, Acting County Counsel**

Its: Norma Berry, Vice President  
(Print Name and Title)

By: DocuSigned by:  
Aerin Murphy  
\_\_\_\_\_  
A66CE20520D3477...Aerin Murphy  
Deputy County Counsel

Date: 3/14/2024 | 11:40 AM EDT

Date: 3/15/2024 | 5:42 PM PDT

By: DocuSigned by:  
Dennis Klahn  
\_\_\_\_\_  
332711546045...Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Dennis Klahn, CFO  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: DocuSigned by:  
Patricia Ruiz  
\_\_\_\_\_  
E79EF64E57454FA...Auditor/Controller

Date: 3/11/2024 | 10:45 AM PDT

Date: 3/15/2024 | 3:41 PM PDT

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel**  
**Susan K. Blitch, Acting County Counsel**

By: DocuSigned by:  
David Bolton  
\_\_\_\_\_  
68FDC263FF6243C...David Bolton  
Risk Manager

Date: 3/15/2024 | 8:41 AM PDT