COUNTY OF MONTEREY NON-STANDARD AGREEMENT

PROFESSIONAL SERVICE AGREEMENT

for

Public Alert and Warning & Evacuation Management Services

Between

COUNTY OF MONTEREY

and

GENASYS INC.

Genasys Inc.
Term: December 1st, 2022 – March 31st, 2026
Agreement ID: Not-to-Exceed: $270,000

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This Agreement is by and between GENASYS INC. (herein referred to as CONTRACTOR"), and the COUNTY OF MONTEREY, 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 all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

    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. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

    1.3 CONTRACTOR affirms that 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 continue for three years and four months, in effect from December 1st, 2022 through March 31st, 2026, unless terminated earlier, with the option to renew annually for five (5) additional 1-year options to renew in writing, to be signed by both parties. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

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. Maximum payments by COUNTY to CONTRACTOR shall not exceed ninety thousand dollars ($90,000) for the first 16-month period and then ninety thousand dollars ($90,000) for all subsequent annual (12-month) periods for a total of $270,000 for the 40-month initial term of the contract, including all expenses. 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 initial three-year and 4-month term of this Agreement and the five potential option years. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. No retroactive price adjustments will be considered. The net dollar amount of profit will not increase during the period of the Agreement.

3.3 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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 invoices shall be rendered annually. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code 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, with no further force and effect.

4. <u>Alteration or Changes to the Agreement</u>

4.1 The Board of Supervisors, the COUNTY Purchasing Agent, and the COUNTY Purchasing Agent's designee are 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 that results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he or she 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 may terminate this Agreement without cause upon thirty (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 make progress that may endanger performance 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. Stop all work under this Agreement on the date specified in the notice of termination; and

b. Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

c. Provide a final copy of all system data on a physical memory device to the COUNTY and a formal written declaration that all related data has been permanently erased from the CONTRACTOR's servers.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights 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 CPR Part 76, and 44 CPR 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 products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products 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 materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1   The CONTRACTOR covenants that it presently has no interest in, 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 (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. 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 services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be

performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2   CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

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. 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.

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 that is not resolved by the parties shall be decided by the COUNTY's Purchasing Department, theyshall furnish the decision in writing. The decision of the COUNTY 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 Monterey 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. <u>Governing Law</u>

This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

13. <u>Licensing and Permits</u>

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 Monterey and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

14. <u>Non-Discrimination</u>

CONTRACTOR shall not 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, sexual orientation, gender identity 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. §12101 et seq.) and all other applicable laws or regulations.

15. <u>Records and Documents</u>

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records 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 reports and information 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 fingerprint, voiceprint 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 MONTEREY
Monterey County, Office of Emergency Services
1322 Natividad Rd, Salinas, CA 93906
Attn: Justin Lin, Emergency Services Planner
Email: linj1@co.monterey.ca.us
Phone: 831-796-1903

CONTRACTOR
GENASYS INC.
16262 West Bernardo Drive, San Diego CA 92127
Attn: Paul Neyman, VP of Sales
Email: pneyman@genasys.com
Phone:408-687-5292

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to

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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. 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 the Internet site at www.edd.ca.gov.

21. **Hold Harmless/Indemnification**

21.1 CONTRACTOR shall indemnify and hold harmless the County of Monterey, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives and agencies/jurisdictions/organizations, and their agents or representatives, participating in the Monterey County 9-1-1 Services Agreement (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 attorneys' 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 its sole cost, have the right to use counsel of its 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.

22. <u>**Insurance**</u>

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 during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Monterey, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives and agencies/jurisdictions/organizations, and their agents or representatives, participating in the Monterey County 9-1-1 Services Agreement as Additional Insureds.

22.2 **Insurance Requirements**:

    a. **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

    b. **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

    c. **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

    d. **Commercial General Liability Insurance**: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products

and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $3,000,000 per occurrence. *(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

e. **Requestor must check the appropriate Automobile Insurance Threshold:** Requestor must check the appropriate box.

☑ **Agreement Under $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 for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **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.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

f. **Workers' Compensation Insurance**: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease. *(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

g. **Professional Liability Insurance**: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement. *(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

h. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than two million dollars ($2,000,000) per occurrence or claim, two million dollars ($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 be 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 and credit monitoring expenses with limits sufficient to respond to these obligations.

22.3 <u>Other Requirements:</u>

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

<u>Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds</u> with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **<u>and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the</u> <u>County and that the insurance of the Additional Insureds shall not be called upon to</u> <u>contribute to a loss covered by the CONTRACTOR'S insurance.</u>** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's

Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

23. <u>General</u>

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 COUNTY's 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   CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

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 Monterey, 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.

24. **Signature Page**

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

COUNTY OF MONTEREY, a political subdivision of the State of California

COUNTY OF MONTEREY	**CONTRACTOR**

COUNTY OF MONTEREY:

By: *Debra R. Wilson*
—7B7410370A0D41B...
Contracts/Purchasing Officer
Date: 11/28/2022 | 4:15 PM PST

By: _____
Department Head (if applicable)
Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel
By: *Anne Brereton*
—44E083B3FBEA412...   County Counsel
Date: 11/10/2022 | 1:18 PM PST

Approved as to Fiscal Provisions
By: *Jennifer Forsyth*
—4E7E657875454AE...   Auditor/Controller
Date: 11/10/2022 | 2:32 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager
By: _____
Risk Management
Date: _____

CONTRACTOR:

Contractor/Business Name *

By: *Richard Danforth*
(Signature of Chair, President, or Vice-President)

Richard Danforth   CEO
Name and Title
Date: 11/10/2022 | 10:40 AM PST

By: *Dennis Klahn*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Dennis Klahn   CFO
Name and Title
Date: 11/10/2022 | 11:26 AM PST

EXHIBIT "A" SCOPE OF SERVICES

1. **System Requirements**

The A!ert Monterey County system shall support permission-based sub-accounts (separation) for County, and cities within the County, access to The Integrated Public Alert & Warning System (IPAWS) and all IPAWS functionality, including Wireless Emergency Alerting (WEA) (support WEA 2.0 and future upgrades within 30 days of FEMA release) using the Common Alerting Protocol (CAP). The A!ert Monterey County system shall support concurrent use by multiple representatives from different jurisdictions and response agencies. The system shall have the ability to send multiple notifications at the same time to the same or different recipients. The System shall support concurrent use by multiple representatives from different jurisdictions. The A!ert Monterey County system shall be compliant with all parts of the Americans with Disabilities Act to the extent feasible with currently available technology.

1.1   CONTRACTOR will use enterprise model of deployment. County system will be designated as "HQ" with City and Region systems as sub-organizations with individual virtual environments.

   1.1.1   Each suborganization is configured with its own set of administrators and operators (people publishing alerts), registered contacts, enabled and configured channels for publishing alerts.

   1.1.2   Each sub-organization can exchange alerts with other systems within the enterprise setup.

   1.1.3   The system will be fully extendable to include other systems when needed for seamless alert exchange.

1.2   Enterprise model assures concurrent use and at the same time clear accountability and separation of permissions.

   1.2.1   County can run multiple alerts at the same time to different jurisdictions, including WEA and Emergency Alert System (EAS) (i.e., initial alert, follow-up updates, final "all green" status).

   1.2.2   At the same time, city representatives can log into their own system to publish individual alerts to personal devices of their respective residents who signed up for the service.

   1.2.3   Each city sub-organization will contain sign-ups from residents just for that city. CONTRACTOR will work with cities and County to socialize the A!ert Monterey County system and drive the sign-ups.

1.2.4 Each published alert and each action on the system are logged.

1.3 CONTRACTOR supports monitoring of national IPAWS feed.

    1.3.1 Business rules can be set up in the system which will automatically trigger broadcasts to each region and city staff whenever County publishes an alert.

    1.3.2 Rules can be set up to match any parameter of the IPAWS alert, i.e., each city could set up a rule to monitor a broadcast from the County about a wildfire alert and immediately launch a notification with confirmations to City staff or residents for complete coverage.

2. Functional Requirements for the GEMS system

General Functional Requirements of the unified countywide A!ert Monterey County system include, but are not limited to, the following:

2.1 System shall be capable of sending alerts and notifications in multiple languages to devices and address within:

    2.1.1. The geographic boundaries of any of the Monterey County's twelve (12) cities, and/or subdivisions of the cities.

    2.1.2. Monterey County's approximately 18 unincorporated Census Designated Places (areas).

    2.1.3. The entire Monterey County boundary, including all cities and unincorporated areas.

    2.1.4. Monterey County's Special Districts as designated by the Local Agency Formation Commission of Monterey County.

2.2. The A!ert Monterey County system contract shall include one unlimited messaging and voice option for all supported media selections. Messaging shall be unlimited for both system testing and for actual notifications, regardless of incident severity and/or message content.

2.3. The system shall be designed specifically to facilitate mass notification distribution using a Software as a Service (SaaS) model. The CONTRACTOR shall maintain all infrastructure aspects of the system, and separate installation of software and/or hardware shall not be required by the County or Cities.

2.4. The CONTRACTOR shall provide documentation that their system meets the Minimum Standard for Emergency Telephone Notification Systems, Documents 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.

2.5. The system shall allow authorized users to initiate a notification:

    2.5.1. On any computer using a standard browser (e.g. Microsoft Edge, Chrome, Firefox, Safari, etc.) through a secure SSL website, and/or

    2.5.2. Remotely through a mobile (phone or tablet) application (APP) for both iOS and Android, and/or

    2.5.3. Remotely through a phone call to a contractor-run-service center where a customer service representative can assist an authorized user to prepare and issue alert(s) message(s).

2.6. The Emergency Telephone Notification System shall be capable of accepting and distributing Application Programming Interface (API)-provided messages of up to ninety (90) second audio duration in text or audio files, as well as SMS messages.

2.7. System upgrades and enhancements shall be managed by the CONTRACTOR and provided at no additional cost during the life of the agreement.

2.8. The system shall have the ability to initiate and deliver notifications 24x7x365 with a 99.999% uptime.

2.9. The system shall be redundant, with no single points of failure within the CONTRACTOR's infrastructure.

2.10. The system must have backup, fail-safe redundancy in the even that a regional earthquake, terrorism event, or other disaster should overwhelm or incapacitate the power, phone, or internet systems in Monterey County.

2.11. The system shall not have any limits to the number of system administrators or authorized users who many simultaneously access the system.

2.12. The system shall comply with the Americans with Disabilities Act (ADA) to the extent feasible with currently available technology. In particular, the system shall provide sign-up and messaging services to individuals who have a hearing impairment or a speech disability, which are functionally equivalent to the services available to individuals who do not have a hearing impairment or speech disability.

2.13. System functionality for day-to-day County authorized users shall not require intervention from the CONTRACTOR.

3. IPAWS Requirements

3.1 The system shall support County and city access to the IPAWS and all IPAWS functionality, including WEA. Contractor shall have documented experience with the

proposed system to communicate with the Federal Emergency Management Agency's (FEMA) IPAWS, including the WEA and using Common Alerting Protocol (CAP).

3.2 The system shall be able to geographically target messages to individuals using county-based Specific Area Message Encoding (SAME) and Geographical Information System (GIS) mapping (ESRI ArcGIS or support ESRI ArcGIS ShapeFiles). The mapping platform must be able to support USNG at 1000m as a searchable feature/base layer and have the ability to import and export shapefiles without modification.

3.3 The system shall include preset boundaries for:

    3.3.1 The entire Monterey County boundary; and
    3.3.2 Each city and/or subdivision; and
    3.3.3 Monterey County unincorporated areas.

4. Communication Mechanisms

4.1 The system shall be capable of sending multiple notifications at the same time to the same or different recipients.

4.2 The system shall have the ability to simultaneously deliver multiple message formats, through multiple communication channels, to multiple contact devices. This includes, at a minimum:

    4.2.1. Voice messages to hard-line phones, mobile phones and VoIP phones
    4.2.2. *TTY/TDD* messages to hard-line phones with direct connection to teletypewriters(TIYs)
    4.2.3. SMS text messages to mobile phones and enabled devices
    4.2.4. Social media providers (i.e., Twitter, Facebook, Whatsapp, and Instagram) and support current character limits.

5. Groups

5.1 The system shall have the ability to support unlimited custom alerting groups. The system shall have the ability to structure these alerting groups hierarchically, with sub-groups "nesting" into larger groups.

5.2 The system shall have the ability to provide each defined group with one or more "Group Administrators," with privileges to:

    5.2.1 Add, change or delete individuals from the notification group
    5.2.2 Send messages to their group(s) and all sub-groups of their group(s)

6. Public Sign-up

6.1   Contractor shall host and manage one or more sign-up webpages to allow public users to create their own message recipient accounts.

6.2   The sign-up webpage(s) shall be accessible via:

6.3   Sign-up pages shall provide simple, online registration for community members.

6.4   The sign-up webpages(s) shall allow public users to designate multiple contact devices, communication medium, and language options per household or per device to receive system messages.

6.5   The sign-up webpage shall enable public users to designate geographic "locations of interest" within Monterey County.

    6.5.1   Public users shall define "locations of interest" by providing a physical address.

    6.5.2   "Locations of interest" shall associate a public user's communication devices with point(s) on a GIS map. This GIS map shall be used by the message sender for preset or on-the-fly notification boundaries.

6.6   The sign-up webpage shall enable public users to sign up for particular notification groups (groups will be defined during the implementation process) to receive event-specific, City-specific, or population-specific messages, for example:

    6.6.1   Public user checks box for "High Winds" group. Contact devices in his/her user profile will receive High Winds Warning messages issued for Monterey County by the National Weather Service.

7. **Messages and Notifications**

7.1   The system must allow users to initiate sessions, activate saved messages and create new message from iOS and Android mobile devices, as well as Windows and Mac desktop computers from authorized system users.

7.2   The system shall allow users to create, save, and send voice and text messages in multiple languages.

7.3   The system shall allow users to record a voice message directly using a telephone and translate it into multiple languages.

7.4   The system shall allow users to enter a message in English-language text and have it converted to speech (i.e., "text-to-speech" conversion) for delivery to appropriate devices in multiple languages.

7.5   The system shall have the ability to send a voice message and text

message in a single notification to all recipients for delivery to appropriate devices.

7.6   The system shall enable the message sender to select a subset of the available device types for delivery of a particular notification.

7.7   The system must support the ability for administrators to manually add, edit, and delete messages and recipients from the system without Contractor intervention.

7.8   For voice calls, the system shall distinguish between when a live recipient is reached and when voicemail or an answering machine is reached.

      7.8.1   If the recipient answers the phone, the system shall enable him or her to press a button and have the message repeated.

      7.8.2   If the call goes to voicemail, the system shall have the ability to leave a message.

      7.8.3   If the resident utilizes a caller blocking feature, the system shall override and display " A!ert Monterey County system."

7.9   The system must be able to schedule a notification for a future date and time delivery.

7.10   The system must be able to restrict user access to send messages based on jurisdictional areas as established by the County system administrator.

7.11   The system shall provide an Alpha/Numeric Caller ID that will provide the agency name and number to the message recipient.

7.12   The system shall be capable of dynamic message throttling to control message volume during a large regional event when the phone system may be at high capacity.

7.13   The system shall include various features to further notify residents and visitors of Monterey County:

      7.13.1   Access and Functional Needs considerations
      7.13.2   Translation services (i.e., "press 2 for Spanish")
      7.13.3   Opt-in features
      7.13.4   Loudspeakers & public address systems
      7.13.5   Public sirens
      7.13.6   Integration with low-power local radio stations, electronic message boards and outdoor billboards
      7.13.7   Integration with Travelers' Information Stations (TIS)
      7.13.8   Integration with navigational apps (i.e., Google Maps, Waze)

      7.13.9   Website override

      7.13.10   Internet-based services and IP based browser alerts

      7.13.11   E-mail distribution

      7.13.12   Video message storage

      7.13.13   CONTRACTOR also supports integration with LRAD outdoor mass notification speakers; and other infrastructure such as fire panels in buildings, shot spotter systems, wildfire cameras.

8. Geographical Information System (GIS) based notification

8.1   The system must be compatible with the latest version of ESRI ArcGIS and shall be updated quarterly (or better) to ArcGIS programming.

8.2   The system must be able to edit and save a geographic area for future notification.

8.3   The system shall be able to incorporate polygons from preexisting ESRI

8.4   ArcGIS shape files (e.g. neighborhood boundaries). This capability shall enable the message sender to quickly select a predefined geographic area for message delivery.

8.5   The system shall enable the message sender to view or hide predefined map layers.

8.6   Interactive map functions shall include zoom in/out using zoom buttons and using movement north, south, east and west.

8.7   The system shall enable the message sender to search for a geographic area using GIS online maps using the following criteria (non-case sensitive):
      8.7.1   Address
      8.7.2   Streets/cross streets
      8.7.3   Latitude/longitude

8.8   The system shall enable the message sender to define the geographic area for message delivery by creating:
      8.8.1   Address point and a radius around that address; and/or
      8.8.2   Complex polygon shapes, with the ability to resize, modify, rotate, and drag-and-drop selection area shape after initial drawing or placement.

8.9   For GIS-based notifications not using WEA, the system must be able to exclude individual addresses.

8.10   Contractor must be capable of refreshing Emergency 911 and Master Street Address Guide (E911/MSAG) data on a quarterly basis

8.11   Contractor must be able to acquire publicly available white page directory data.

9. Customizable Reports with Automated Delivery Notifications

9.1 The system shall provide a real-time notification tracking dashboard which message senders can monitor.

9.2 For each message sent, the dashboard shall display and update the message delivery status across each medium.

9.3 The system shall allow Administrators to produce reports for both individual notifications and overall system usage without assistance from the Contractor.

9.4 The system shall be able to provide on-screen reports for all notifications. The report must include:

9.4.1 Success percentage and actual number (and "success" definition) for each contract pathway type.
9.4.2 Failures by percentage and actual number (define a failure; network error, busy signal, etc.).
9.4.3 Number each type of contact (e.g. landline, cellular, text, etc.).
9.4.4 Notification start and stop time.
9.4.5 Type of message or subject of message.
9.4.6 Size of the message.
9.4.7 Who initiated the message.
9.4.8 For phone call: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.
9.4.9 Provide message tracking and time stamp database of sent messages.

10. Zonehaven Specific Requirements

10.1 Generate Preliminary Zones:

10.1.1 Preliminary countywide zones
10.1.2 Proven methodologies adopted by other agencies
10.1.3 Ensure zones can support multiple hazards
10.1.4 Zones must align with adjacent jurisdictions zones to facilitate collaboration

10.2 Multi-Agency Planning:

10.2.1 Show successful engagement process for fire, law and OES
- Update/approve zones
- Create pre-evacuation plans

10.2.2 Tools to capture and manage local information like shelters, critical facilities, traffic control points

10.2.3 Always up-to-date, dynamic evacuation preplans

10.2.4 Ability to access or print one or more of the latest pre- plans when offline

10.2.5   View or run fire spread models to understand local behavior:

- 1-hour, 3-hour, 5-hour spread simulations
- Use current weather or historical weather patterns
- Threat direction

10.2.6   Show traffic choke points based on populations scenarios (i.e. concert, game, protest)

10.2.7   View evacuation zones and plans from nearby counties using an EMP system

10.3   Community Engagement

10.3.1   Map-based user Interface showing
- Latest agency-approved zones
- Current zone status
- Active hazard
- Current weather
- 48-hour weather Forecast
- Real-time traffic

10.3.2   Ability to "Find My Zone" based on:
- Address
- Zone ID

10.3.3   Downloadable Residence Guide (County Provided)

10.3.4   If possible, include zones from other jurisdictions to help public find support when they are away from their home county

10.3.5   Community awareness campaign
- Marketing plan
- Marketing assets
- Marketing support

10.3.6   Community evacuation drill training templates

10.4   Live Incident Support:

10.4.1   Initiate a new incident (live or training) from anywhere in a region

10.4.2   Provide tools for cross-agency collaboration tools to optimize evacuation recommendations

10.4.3   Evaluate results and impacts based on time, volume (people and cars), and

weather

10.4.4   Run real-time fire spread models using current or historical weather conditions

10.4.5   Generate sequenced evacuation recommendations based on the simulations

10.4.6   Adjust recommendation by adding/removing Evacuation Zones from the list

10.4.7   Provide tools for first responders to schedule notifications for:
- Zone status
- Road closure
- Shelter availability

10.4.8   Schedule and notify status changes to agencies and the public via multiple channels including but not limited to:
- County Warning System (Everbridge)
- Community site
- Email lists
- Social Media
- WAZE
- News releases
- WFS

10.5   Rapid System Deployment and Training:

10.5.1   Proven, "off-the-shelf" SaaS system for rapid deployment

10.5.2   Scalable, cloud-based SaaS system with 99.99% uptime hosted at AWS, Azure or other standard hosting providers.

10.5.3   Formal training for fire, law and OES

10.5.4   Application-level training and support
- Documentation
- How-to videos
- Cheat-sheets
- Webinars to learn from other customers
- GIS Data provided electronically to County

10.5.5   Cross-jurisdictional evacuation training drills
- Drill templates with scripts
- Online drill training
- On-the-ground drill support
- At least one drill should be delivered before acceptance of the platform.

10.6   Security

    10.6.1   The system co-location facilities shall be housed in physically secure locations.

    10.6.2   The system shall be SOC 2 Type II certified by an independent 3rd party.

    10.6.3   The system shall utilize industry security standards to prevent inappropriate messages and maintain user data privacy. Standards include login/password authentication for message recipients and system users and options for multifactor authentication (especially for administrative accounts).

    10.6.4   The system shall use industry best practices for data encryption when transmitting sensitive data over the Internet.

    10.6.5   All personal and confidential data shall be encrypted in transit and at rest following industry standard best practices.

11. Data

Monterey County shall retain all data ownership rights. Within three (3) business days of the County's request, Contractor shall export system data to the County and/or provide data on a physical memory device if data is not readily accessible by a designated County user with existing reporting tools.

12. Project Plan

12.1   Contractor shall develop a proposed project plan for the System in accordance with a series of milestones and measures of success that delineate the responsibilities assigned to County and Contractor based on a sixty (60) calendar day schedule from Notice to Proceed through weeks after Go-Live.

12.2   The proposed project plan for A!ert Monterey County system management and implementation services shall include:

    12.2.1   Assignment of designated project manager for the duration of system set-up.

    12.2.2   Project schedule with County personnel resource hours if applicable.

    12.2.3   Training coordination.

    12.2.4   Problem-solving and troubleshooting.

    12.2.5   Project status reports.

12.3   The contract milestones, at minimum, shall include:

12.3.1 Software and data integration and, initial training and implementation is to be completed 45 days after contract award.

Task Name	Approx. Duration	Approx. Timeline						
Milestone (MS) 0 Contract Award - Award of contract + PO.	0 Day	TBD						
Milestone (MS) 1 Remote or On-Site Project Kick Off Meeting - Discussions to plan deployment with key stakeholders and support team. First kick-off meeting will be held to introduce the various acquired features at a high level.	1 Day		MS 0 + 3 Days					
Milestone (MS) 2 Operational System Configuration (scenarios, users, any other data) - Support team, installation, configuration testing and support of the Genasys solution. Includes initial integration testing.	5 Days			MS 1 + 5 Days				
Milestone (MS) 3 Migration of incumbent data - Importing of customer data.	3 Days				MS2 + 3 Days			
Milestone (MS) 4 Integration & Testing with External Systems - Additional customizations e.g., any other unforeseen integrations.	3 Days				MS 2 + 3 Days			
Milestone (MS) 5 Core System Testing - Initial system testing of core system features.	3 Days					MS 3 + 3 Days		
Milestone (MS) 6 Training • Administration training for administrators (includes template and data management training). • Operational training for emergency operations staff. • End-User training for users on the opt-in self-management portal and the alerting clients. Note that web-help is available from the Genasys platform.	3 Days						MS 4 + 3 Days	
Milestone (MS) 7 System Verification & Acceptance - Configuration and deployment testing. Deployment of alerting clients to workstations and smartphones. Test reachability, review and resolve any issues found.	2 Days						MS 5 + 2 Days	
Milestone (MS) 8 Post-Production Support - Covers remote support in the first	Ongoing							Ongoing

13. Training

13.1 Contractor shall train County and City personnel at all levels to be able to use the system initially and ongoing throughout the life of the agreement.

13.2 Training shall be offered on-site in Monterey County and include an option for continuing education in an online format, via the Contractor's customer portal.

13.3 See Technical Proposal, included herein by this reference, for details.

EXHIBIT B PAYMENT PROVISIONS

A. Period 1/16-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.

B. Period/Years 2-3: Annual Fees will be paid in advance upon receipt of a valid invoice from CONTRACTOR.

C. Pricing

    a. Contact Summary

       County Households: 128,003
       County Resident: 437,325

D. Combined Genasys Zonehaven and GEMS Items:

    a. **Initial Term: Period 1 (16-months), Period 2 (12-months), Period 3 (12-months)**

Platform	Description
Genasys GEMS:	Unlimited notification to constituents via SMS, phone, email, social media, RSS feed and IPAWS (WEA, EAS)
Genasys GEMS	For the County, its agencies divisions, and any additional sub-organizations for 12 cities and their agencies/divisions and any additional LAFCO of Monterey County incorporations or formations (incorporated cities, special districts, and county services areas, and their agencies) and county parties to the County's 9-1-1 Services Agreement.
Genasys GEMS	Annual voice and SMS cost
Genasys GEMS	Implementation and configuration
Genasys GEMS	Customer service costs
Genasys GEMS	Hosting service fee
Genasys GEMS	Transition costs
Genasys GEMS	Technical Support
Genasys GEMS	Training (Technical and Customer)
Genasys GEMS	Maintenance
Genasys GEMS	Marketing Program
Genasys GEMS	Alertus Connector for CSUMB
Genasys GEMS	IPAWS connector
Genasys GEMS	Unlimited Social Media connectors
Genasys GEMS	Premium 24x7x365 support
Genasys GEMS	Automated Weather
Genasys GEMS	Unlimited Text-to-keyword

Genasys GEMS	Cloud System Test Environment
Genasys GEMS	GEM Foundation
Genasys Zonehaven	Zonehaven EVAC subscription
Genasys Zonehaven	Zonehaven AWARE connector
Genasys Zonehaven	Zonehaven wildfire simulation engine
Genasys Zonehaven	Zonehaven evacuation pre-plan reports
Genasys Zonehaven	Unlimited notification to constituentsvia SMS, phone, email, social media, RSS feed and IPAWS (WEA, EAS)
Genasys Zonehaven	IPAWS connector
Genasys Zonehaven	Unlimited Social Media Connectors
Genasys Zonehaven	Unlimited RSS feed connector
Genasys Zonehaven	Waze connector
Genasys Zonehaven	Premium 24x7x365 support

Initial Term Payment Schedule	
Period 1, the initial 16-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

    b.   After the Initial Term of three (3) years and 4 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 $90,000/12-month period.