AMENDMENT #3 TO PROFESSIONAL SERVICES AGREEMENT
County of Monterey and Twenty First Century Crisis Communications, LLC.

THIS AMENDMENT is made to the Professional Services Agreement for hosted telephone emergency notification system for Countywide use throughout Monterey County for delivery of public health and safety information via telephone and personal communications devices **Twenty First Century Crisis Communications, LLC**, hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect new pricing.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2, "PAYMENTS BY COUNTY", shall be amended and replaced with:** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of $150,432.

2. Exhibit A, "COST" shall be deleted and replaced with:

   COST:

   The cost for Contractor's Universal Crisis Communications System is $150,432 annually. The annual fee includes unlimited usage for Emergency and Non-Emergency Usage.

   Additional Costs related to custom programming and on-site training shall be provided at the rate described in Exhibit A – 1 Pricing – Updated July, 2012. Such additional costs not included in annual maintenance shall be approved by County in writing in advance of incurring fees. Contractor may be reimbursed for approved travel costs, but Contractor must comply with the Monterey County Travel Policy which is available on the Monterey County website at http://www.co.monterey.ca.us/auditor/policy.htm

3. Exhibit A-1 Pricing is hereby attached and made a part of this Agreement. The pricing specified in this Exhibit shall override all previous pricing including pricing detailed in Exhibit B of the Agreement.

4. On April 1, 2012, Vendor was combined with its existing parent company, Twenty First Century Communications, Inc., an Ohio corporation ("TFCC"). The merger included the assignment of the Agreement to TFCC. TFCC has agreed to assume and perform all of the obligations of Vendor under the Agreement. County of Monterey hereby acknowledges and consents to the assignment of the Agreement to TFCC, and TFCC's assumption of Vendor's obligations under the Agreement.

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

6. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 11, 2008.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

FOR Contracts/Purchasing Officer

Dated 7-12-12

TWENTY FIRST CENTURY COMMUNICATIONS, INC.

By

Company Representative

Printed Name: Gregory D. Ablett

Vice President

Dated 7/2/12

APPROVED AS TO FORM:

Deputy County Counsel

Dated 7-11-12

APPROVED AS TO FISCAL PROVISIONS:

Auditor-Controller

Dated 7-11-12

ENTERED
JUL 12 2012
BOS

Exhibit A-1 – Pricing – Updated July, 2012
County of Monterey and Twenty First Century Crisis Communications, LLC

Option 1: Unlimited Emergency and Non-Emergency Usage Plan

A system that includes:

- A fully hosted emergency notification system
- Includes one time per year commercial 411 telephone database purchase and load
- Unlimited use for a fixed, annual fee
- Messaging via: voice (inbound/outbound), SMS text, email and true TTY/TTD
- GIS mapping, updated annually
- 24/7/365 Tech and Help Desk Support and dedicated account management
- Public Sign-up page
- Initial on-site training and subsequent follow up training via web cast
- Telephone Number Geo-coding provided monthly

Unlimited Emergency and Non-Emergency Usage Plan	
Annual Fixed Fee (125,360 households at $1.20)	$150,432
Optional Services	
Additional On-Site Training (in excess of initial training)	$100/hour
Custom Programming Charge	$176/hour

AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT
County of Monterey and Twenty First Century Crisis Communications, LLC.

THIS AMENDMENT is made to the Professional Services Agreement for hosted telephone emergency notification system for Countywide use throughout Monterey County for delivery of public health and safety information via telephone and personal communications devices Twenty First Century Crisis Communications, LLC, hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect new pricing.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2, "PAYMENTS BY COUNTY", shall be amended and replaced with: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of $195,000.

2. Exhibit A, "COST" shall be deleted and replaced with:

   COST:

   The cost for Contractor's Universal Crisis Communications System is $188,156 annually. The annual fee includes unlimited usage for Emergency and Non-Emergency Usage.

   Additional Costs related to custom programming and on-site training shall be provided at the rate described in Exhibit A – 1 Pricing – Updated July, 2010. Such additional costs not included in annual maintenance shall be approved by County in writing in advance of incurring fees. Contractor may be reimbursed for approved travel costs, but Contractor must comply with the Monterey County Travel Policy which is available on the Monterey County website at http://www.co.monterey.ca.us/auditor/policy.htm

3. Exhibit A, "USAGE AND NOTIFICATION CHARGES" shall be deleted and replaced with:

   Unless specified otherwise, all LEC or carrier advanced network features shall be passed through at cost, if applicable. Contractor shall notify the County as soon as costs are identified.

   Usage charges do not include Advanced Network Charges, if applicable.

4. Exhibit A, "POINT OF CONTACT" shall be deleted and replaced with:

   For Twenty First Century Crisis Communications, LLC

Eric Sutliff	(614)565-0101

   For Monterey County

DeAnna Hilbrants (for contract issues)	(831)769-8883
Lynn Diebold (for operational issues)	(831)769-8880.

5. Exhibit A-1 Pricing is hereby attached and made a part of this Agreement. The pricing specified in this Exhibit shall override all previous pricing including pricing detailed in Exhibit B of the Agreement.

6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

7. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 11, 2008.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated 12-27-10

CONTRACTOR

By

Company Representative

Printed Name Gerald L. Robertson

Dated 10/29/10

APPROVED AS TO FORM:

Deputy County Counsel

Dated 12/19/10

APPROVED AS TO FISCAL PROVISIONS:

Auditor-Controller

Dated 12-22-10

ENTERED

DEC 27 2010

CCC

AMENDMENT NUMBER ONE
TO
COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NUMBER ONE to the County of Monterey Agreement for Professional Services dated July 8, 2009 (the "Agreement") by, and between County of Monterey ("County") and Twenty First Century Crisis Communications, LLC ("CONTRACTOR"):

WHEREAS, on July 8, 2008, the parties hereto entered into an one year Agreement for Universal Crisis Communications System services; and

WHEREAS, the County has determined that there is a continuing need for the services,

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree to amend this agreement as follows.

1. Under 3. TERM OF AGREEMENT., delete "July 8, 2008 to July 7, 2009" and replace with "July 8, 2009 to July 7, 2012".

2. Under Exhibit A, MAPPING COSTS, delete the word "Quarterly" geo-coding and replace with "Monthly" in the first sentence.

3. All other terms and conditions shall remain in full force and effect during the extended term.

This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Amendment shall be binding unless it is in writing and signed by both parties.

ACCEPTED BY:

COUNTY OF MONTEREY

Lynn Dietboldson Date: 7/15/09

TWENTY FIRST CENTURY COMMUNICATIONS, LLC

Date: 7/14/09

Gerald L. Robertson COO/CFO

ADDITIONAL PROGRAMMING:

Programming charges are provided on a per-project basis at the rate of $175 per hour. Such charges are for additional custom work requested by the Client; and require a written Scope of Work and Client approval of estimated hours to complete, prior to commencement of work by Provider.

MAPPING COSTS:

Quarterly geo-coding is included in annual fee. Any additional geo-coding updates will be billed at the rate of $100 per hour. This work is required to integrate each new version of Telephone Company and/or Client provided 911 data file(s) with County's base GIS data.

One (1) annual mapping update is included in the annual recurring charge.

Mapping Updates shall be billed at the following rates:

County updates shall be billed at the rate of $973 per county. This charge represents the cost to purchase a commercially available GIS data set for Monterey County; and does not apply to data supplied to TFCCC by Monterey County.

Annual TFCCC profile database hosting fee for records in excess of 10,000 records are billed at the rate of $0.005 per record. This fee pertains to database records entered by Monterey County and/or it's authorized users for County and City employees for whom contact records are created.

USAGE AND NOTIFICATION CHARGES:

Unless specified otherwise, all LEC or carrier advanced network features will be passed through at cost, if applicable.

Usage charges do not include Advanced Network charges, if applicable. Payments later than 30 days, will be assessed a penalty of 1.5% per month.

Client must notify Provider of any disputed charges within nine (9) months from the date of invoice, otherwise Client will be deemed to agree to such charges, will be precluded from disputing such charges, and Provider will not be subject to making any adjustments to such charges or invoices.

POINT OF CONTACT:
The following shall be designated as the Point of Contact (POC) for the respective companies:

For Twenty First Century Crisis Communications, LLC
Alison Johnson (614) 442-1215

For Monterey County OES

Phil Yanovidan, for contract issues (831) 796-1904

For Monterey County Emergency Communications

Lynn Diebold, for operational issues (831) 769-8880

EXHIBIT B

Communications Solutions
Relentless Reliability

Crisis Communication System (CRISCOM)

Proposal Prepared For

Monterey County, CA

July 2008

750 Communications Parkway
Columbus, Ohio 43214
800.382.8356
614.442.1215

Confidentiality Statement

The contents of this proposal are intended solely for the use by Monterey County, CA. The material and information contained in this document are the proprietary and confidential property of Twenty First Century Communications, Inc. Unauthorized reproduction of this document or the information contained therein is subject to possible criminal and civil action.

July 7, 2008
Mr. Philip J. Yenovidan
Monterey County Office of Emergency Services
168 West Alisal St.
Salinas, CA 93901

Re: Crisis Communication System Proposal

Dear Mr. Phil,

Please accept this proposal for Twenty First Century's Crisis Communication System (CRISCOM). While you have several options before you, we would like you to consider the best system available - one that cannot be equaled by any other system in the market. Please take a moment to look through our proposal and you will soon see why Twenty First Century Crisis Communications is without peer and the vastly superior solution for the emergency communication needs of Monterey County.

I will be in contact with you shortly to answer questions you may have. In the interim please feel free to contact me at 614.442.1215, extension 233.

Sincerely,

Allison Johnson

Table of Contents

Executive Summary

Twenty First Century is the national leader in emergency notifications, serving diverse mission-critical clients since 1989. Twenty First Century provides a sophisticated suite of web-based, vendor-hosted emergency communication services supporting Public Safety and Disaster Response.

Twenty First Century's Crisis Communication System (CRISCOM) is a state-of-the art, comprehensive, notification system designed to deliver high-speed, high-volume, targeted messages to select groups or geographic areas.

CRISCOM is operational and supported 24/7/365 by technicians at Twenty First Century's Network Operations Center. The system runs on a massive, redundant, geo-dispersed telecommunications platform. TFCCC's platform is co-located with the major long distance telephone carriers' points of presence (POP) sites throughout the United States.

This fully hosted emergency notification system is accessible from any location with Internet access, through a simple User Interface website. CRISCOM is built to be operated fully by the client without vendor intervention, but if needed, a toll-free Help Desk is always available.

All client information is securely stored on TFCCC's servers and is always available to clients' authorized users. If the Internet is down, clients can call the Help Desk, which is staffed around the clock by technical personnel who are qualified to access and activate CRISCOM on the client's behalf.

CRISCOM includes extensive GIS-mapping capability for geo-targeted public alerting. Its robust reporting features include automatic, real-time online Call Detail Reports as well as custom reports and queries. TFCCC's system is backed by the Oracle database platform, which has virtually unlimited capacity for storage of data of all types (contacts, call groups, map data, reports, etc.). CRISCOM comes with included periodic data uploads, as well as a means for clients to access and modify their data at their convenience.

CRISCOM is designed for public alerting applications as well as for internal uses such as staff notification, interdepartmental communications, continuity of operations, and responder mobilization.

Twenty First Century will provide a public-facing website in order for citizens to specify alternate calling preferences, such as cell phone, VoIP, or Telecommunications Device for the Deaf (TDD), allowing the client to notify its audience in the preferred manner.

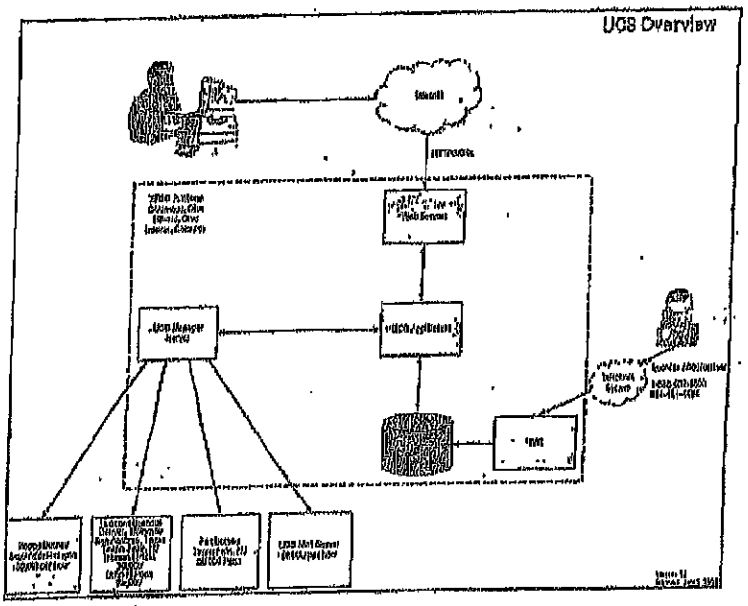
In addition, Twenty First Century works with clients' local telephone carriers to ensure that their call traffic does not overload local infrastructure. It is TFCCC's policy to provide new clients with a system test of 10% of the contact population, as an exercise, as well as for public outreach and education.

Company Qualifications

A leader in hosted crisis communication services, Twenty First Century has more than 19 years experience in providing high volume call response and emergency notification services. Located in Columbus, Ohio, Twenty First Century provides a variety of customized, remotely run notification and call-handling services to utilities, government agencies, public safety entities, private businesses and other organizations, using the industry's largest and most reliable telecommunications network today.

Largest and Fastest Telecom In North America

CRISCOM makes available on demand the largest and fastest outbound and inbound automated telecommunication platform in North America. Twenty First Century Crisis Communications has access to 25,000 out-dial IVR (Interactive Voice Response) ports and 30,000 inbound IVR ports located in multiple call processing centers locations across the United States.



CRISCOM Overview

Proven Experience

Twenty First Century's Emergency Notification Services serve a variety of counties, cities and towns across the United States including California's Riverside and San Diego counties. During the October 2007 wildfires in San Diego County, the geo-targeted, mass public alerting system was used to make over 200,000 calls to endangered citizens. Other clients are the Ohio State University and OSU Hospitals, Franklin, Summit, Trumbull and Ashtabula Counties in Ohio, the Clark Regional

Emergency Services Agency (CRESA) – the area surrounding Mt. St. Helen's in Vancouver, WA – and over 100 County EMAs including the Washington, D.C. EMA. Federal government clients include the Federal Reserve Board, the U.S. House of Representatives, the Bureau of Public Debt in the U.S. Treasury Dept., and the General Services Administration (GSA). Twenty First Century operated the 1-877-LOVED1S hotline for the American Red Cross after Hurricane Katrina, handling over 380,000 calls and helping to reunite over 40,000 displaced friends and family members. This emergency notification service is also used by corporate entities for Business Continuity and Disaster Response, in order to notify employees, respond quickly to product recalls, and maintain effective communications during a crisis.

Examples of Successful Mission-Critical Alerts

Twenty First Century's system has effectively performed numerous mass alerts, both geographically based and group based, of a broad range of scopes. Key examples follow:

County-wide Evacuation Alert:

- On October 21 and 22, 2007, San Diego County used Twenty First Century's geo-targeted alerting system to make over 200,000 calls to households threatened by the fast-moving wildfires. This was the most extensive emergency notification made in this county to date.

Small Targeted Area Alerts:

- On September 29, 2006, the Frankfort, Kentucky Emergency Management Agency performed an alert with the system, asking residents within a targeted area to call 9-1-1 if they spotted a suspected kidnapper and child. Citizens responded and the kidnapper was apprehended within 20 minutes of the alert.
- On April 2, 2007, the Hilliard, Ohio Police Department made calls with Twenty First Century's system, alerting residents to a hostage situation in progress. They were able to inform the citizens surrounding the site, without alerting the suspect.

Targeted Groups:

- During the 2006 summer heat waves, Franklin County (Ohio) Office on Aging used the system to call senior citizens and provide safety tips and shelter information.
- During the 2003 New York blackout, Twenty First Century called 15,000 Consolidated Edison critical care customers alerting them to the extended blackout and advising them to go to a shelter.

County-wide Map-based Alert:

- On October 5, 2005, Franklin County (Ohio) performed an exercise with the system in concert with the local media, to inform residents of its implementation within the county. Results were tracked on an online map.

All Contacts:

- Lakeland Electric, a Florida utility, used the system to call its 69,000 residential customers and alert them to a hoax being attempted on their community.

Key System Features

Vendor-Hosted

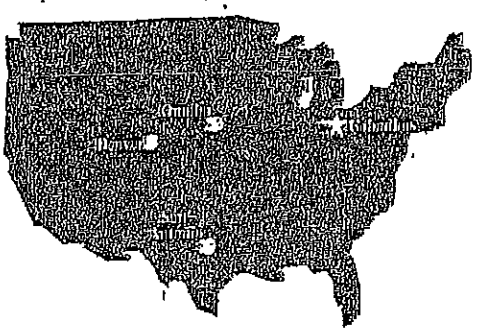
Unlike on-site or 'hybrid' systems, the Crisis Communication System is fully vendor-hosted, which means that even if the client's site is compromised by disaster, CRISCOM is still available and operational via remote access.

Geo-dispersed Redundant Platform

CRISCOM runs on a massive network of interactive voice response units (VRU). TFCCC's VRU platform is co-located with major long-distance telecom carriers' Points of Presence (POP) sites, and is redundant and geographically dispersed throughout the U.S. Twenty First Century has core call processing centers in:

- Omaha, Nebraska
- San Antonio, Texas
- Denver, Colorado
- Kansas City, Kansas
- Colorado Springs, Colorado
- Tinton Falls, New Jersey
- Ashburn, Virginia
- Las Vegas, Nevada
- Other sites throughout the U.S.

This provides TFCCC's clients with the redundancy necessary to protect them from incidents at any single site. Twenty First Century Crisis Communications has both Uninterrupted Power Supply (UPS) and emergency back-up generators at all sites. The Network Operations Center in Columbus, Ohio is replicated live at a remote hot back-up site.



Speed and Capacity

Because of the nature of their calls, Twenty First Century provides its CRISCOM clients with on-demand, priority access to the largest and fastest outbound and inbound automated telecommunication platform in North America. TFCCC's system runs on 25,000 out-dial VRU ports and 30,000 inbound VRU ports.

Always On

The CRISCOM system is up and running 24 hours a day, 7 days a week and 365 days a year. It is relied upon to perform flawlessly regardless of the situation by over 200 clients. Therefore, 24/7 personnel continuously monitor and test the system.

Performance reliability is maintained by a proprietary system of monitoring, self-testing, benchmarks and alarms developed over 18 years of telecom experience.

24/7/365 Technical Support

Twenty First Century maintains a 24/7/365 live toll-free help line. The TFCCC Help Desk, located in the company's Network Operations Center, is staffed around the clock with highly trained technical support personnel who can provide assistance in the creation and/or activation of messages.

Web-based Access

CRISCOM can be accessed from any location via any Internet-enabled computer. Web-based activation allows clients to conduct notifications from the emergency operations center, from the field, or anywhere in between. Clients operate the CRISCOM system through password-protected User-Interface (UI) websites. Intuitive menus guide users through the process of creating and activating notifications. If the Internet is not accessible, clients can call the 24/7 Help Desk, which can activate messages on the client's behalf.

CRISCOM Administration

Multiple client personnel can become authorized users of the system, at the discretion of the client's CRISCOM System Administrator. He or she maintains sole access to the root accounts and controls access to the production system. Access to Twenty First Century's system is ID and password controlled, up to 15 levels of authorization.

All authorized users can access the database and the full range of system capabilities. They can create and activate notifications from their offices or remotely, and all can do so simultaneously. This includes multiple channel notification to all phones and messaging devices.

In fact, all authorized users can access CRISCOM, and launch messages simultaneously, from any site, local or remote.

Operating System

CRISCOM is a web-enabled application that is designed to run on standard Microsoft systems and servers. Minimum PC system requirements include:

- 56 kbps or faster Internet connection
- 500 MHz processor or greater
- 128 MB RAM or greater
- 1024 x 768 minimum screen resolution

- Internet Explorer 6.0+ or Firefox 1.0+
- Java VM plug-in (minimum version 1.4.2 required for mapping module.

Training

TFCCC provides training at the client's location upon implementation. User's manuals are provided both in hard copy and electronically. An online Learning Management System (LMS) is available for self-directed review. Training on all system improvements and upgrades made after installation is conducted via web cast at no cost to the client.

Multiple Message Delivery Channels

The CRISCOM system is capable of messaging phone numbers and Internet Protocol based devices, sequentially or simultaneously:

- Landline phones
- Cellular and VoIP phones
- Text messaging (SMS)
- Fax machines
- PDA devices such as Blackberry, etc.
- Alpha-numeric pagers
- Email
- TDD/TTY

Inbound Telecommunication

Twenty First Century's 30,000 inbound VRU ports are equipped with the same functionality as its outbound ports, enabling self-service notification. Key personnel can call into the system from any location, enter a password, and receive situation updates, work assignments, and instructions to report to the appropriate location. In an emergency, local telephone circuits are typically overwhelmed with calls from citizens, the general public or the media. CRISCOM allows for incoming calls to be filtered and routed to appropriate lines and away from core operations. It also allows for toll-free information hotlines to be made available to the public, providing accurate, up-to-date information as the event unfolds.

GIS-Mapping

Geo-targeted alerting is enabled through the CRISCOM mapping module, a full-function application powered by ESRI, the world's leading provider of GIS solutions. CRISCOM provides the base mapping system using Tele-Atlas data, which includes roads, highways, waterways, railroads, parks, etc. CRISCOM can incorporate additional ESRI-compliant map layers from the client, such as schools, hospitals, fire stations, police stations power plants, custom shape files, or other applicable locations. TFCCC updates map data at no charge on an annual basis.

Geo-targeted Public Alerting

To perform geo-targeted alerts, clients define a calling area on an on-screen map using various shape tools. Areas can also be defined based on other features such as fire perimeter, flood plain, zip code, etc.

Within the mapping module, users can:

- Select a specific shape from an on-screen map (circle, rectangle, square, donut shape, plume etc.).
- Define the parameters of the shape selected.
- Draw any size, shape or type of polygon necessary.
- Pan left or right, zoom in or out, add or subtract map layers, and perform directional activation.

A call list can also be developed based on:

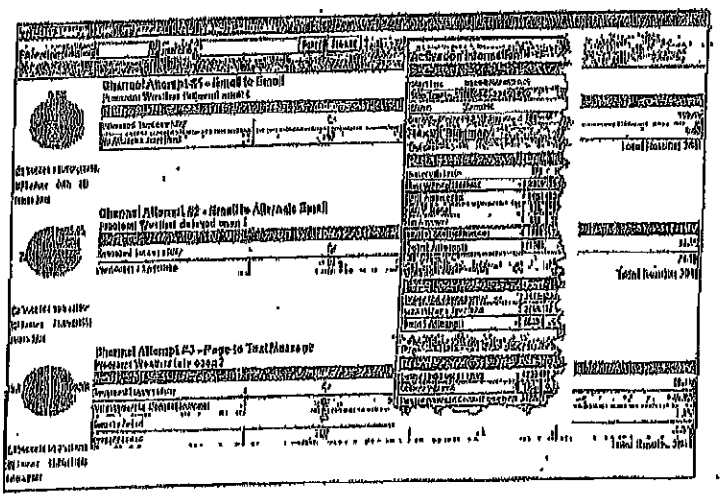
- A user-defined shape.
- Integrated mapping layers.

CRISCOM automatically generates a call list based on the defined area and sends calls to those numbers. These target areas can be stored for future use, or activated immediately. Call results are displayed on the on-screen map as the notification process occurs.

Comprehensive Reporting

Within minutes of message activation, Call Detail Reports (CDR's) appear on clients' User-Interface websites and self-refresh every 60 seconds throughout the process. Summary reports, broken into half-hour increments, include (but are not limited to) time-date stamp, call duration, phone numbers called, data collected, menu-choices by contact, hang-up location, answering machine, busy, network intercept, call answered, fax/data etc. Custom report-writer and comprehensive query functionalities are also included.

Reports can be downloaded in a CSV format and imported into programs such as Lotus, Access, Oracle, Excel or other similar software. If the user has PDF printing capabilities, reports can be saved as PDF files. All reports and data remain available on the client's CRISCOM User Interface (UI) website for two years. After that time, the client's report data is archived for five years.



Sample Report

Robust Oracle Database Capacity

Group-based and role-based notification can be performed using client data (public and/or internal) which is hosted on TFCCC's Oracle database. The CRISCOM database has the capacity to store virtually unlimited contact profiles (staff, citizens, etc.), and any amount of contact information per person (land lines, cell phones, fax, emails, pagers, etc.). Custom fields are also allowed, such as department, title, team assignments, skills, etc. Clients can create and store pre-defined incident scenarios with multiple call lists and messages appropriate to each scenario.

Messaging

Choosing an Audience

Notifications can be sent to groups of contacts in the client's database or to contacts in a geographically defined area.

Hosted Data

The Hosted Database consists of data provided to TFCCC by the client. It is securely stored on TFCCC's servers and accessible to the client at all times. Clients can create call groups based on any criteria in the database, including custom fields such as team assignments (e.g. SWAT, bomb squad), special characteristics (e.g. blood type), functional responsibilities (e.g. security, communications, etc.), special skills and certifications (e.g. HAZMAT, CPR, language skills, etc.). Groups from other departments or jurisdictions can also be created, (e.g. Fire, Law Enforcement, EMA, etc.).

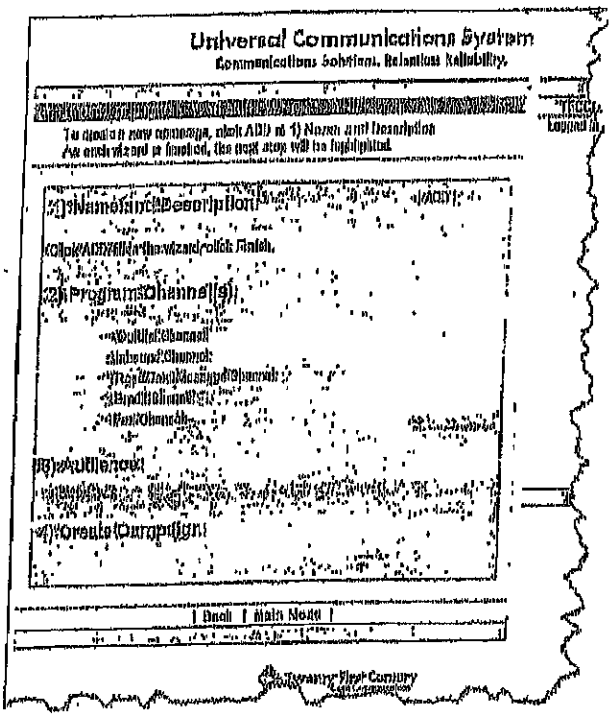
Map Data

This database can be populated with 411 data obtained by TFCCC from commercial sources, or with Emergency-911 data provided by the client. If available, 911 data is more thorough because it includes unlisted phone numbers. This data is geo-coded by Twenty First Century, linking the phone numbers to web-based maps in the client's CRISCOM mapping module. To perform geo-targeted alerts, clients define a calling area on an on-screen map using various shape tools. Areas can also be defined based on other features such as fire perimeter, flood plain, zip code, etc. CRISCOM automatically generates a call list based on that area and sends calls to those numbers. The results are displayed on the on-screen map as the notification process occurs.

Message Creation

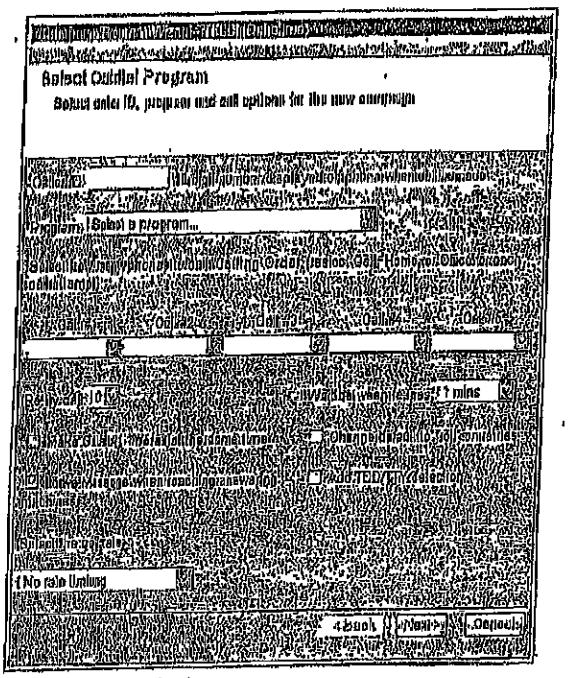
CRISCOM uses familiar, user-friendly "task wizards" which guide the user through the process of defining the parameters of a call-out. The user has complete control of the message design and delivery process that gives users step-by-step instructions in

which to create notification campaigns with messaging channels, audience selection through activation.



CRISCOM users may:

- Define what constitutes a successful call
- Set the number of recall attempts
- Determine the interval between recall attempts (1 minute up to 2 hrs.)
- Indicate the sequence and order of alternative telephone numbers or calling devices (pagers, fax, or email) to be called
- Or in extreme emergencies, call all available contact numbers and devices simultaneously.



Outdial Program Selection

Messaging Devices

CRISCOM is capable of messaging through phone numbers or Internet-accessible devices. These numbers and devices can be programmed to be contacted sequentially or simultaneously. CRISCOM can message the following devices:

- Landline phone
- Cell phone
- Text messaging
- Fax machine
- PDA devices
- Alpha-numeric pagers
- Email
- TDD/TTY

Messaging Templates

- Broadcast Template. Plays a basic broadcast message to the caller. Repeats twice to allow for answering machines.

- Menu Template. Asks the caller to make a menu selection to move forward in the call.
- Transfer/Redirect. All templates include the ability to redirect callers to a pre-determined number by pressing a designated key on their touch-tone phone.
- The Authentication Template requires caller/recipient to enter an identification code before the message is played. It can be used as a security measure for sensitive information as well as identification for reporting purposes.
- The Confirmation Template requires caller/recipient to enter identification at the end of the call. It is generally used for confirmation of message receipt as well as identification for reporting purposes.

Multi-lingual Messaging

Recorded Human Voice

Users can record voice messages in any language desired.

Text-to-Speech (TTS)

Using the Text-to-Speech technology, one types the message into a window in the User Interface. The system automatically transforms the typed message into voice. Text-to-Speech is available in over 30 languages.

Call recipients can be prompted to select their preferred language using the Menu Template.

Activating Notifications

Pre-defined scenarios

The user can generate any number of scenarios (campaigns) with an unlimited number of call lists within each scenario. Every call attempt, successful or not, and the result of the call are immediately made available online for two years, and then stored on tape.

Pre-defined geographical areas

The CRISCOM mapping feature is a full-function application powered by ESRI, the world's leading provider of GIS solutions. It has the ability to draw any size, shape or type of polygon necessary to define areas for notification. With the mapping module, the user may also select from the following shapes: circle, rectangle, square, concentric circles, plume etc., and then define the parameters of the shape selected. Shapes can also be defined based on integrated mapping layers. CRISCOM also allows the user to pan left or right, zoom in or out, and add or subtract map layers as necessary to define the target area.

The CRISCOM system, with its mapping capability is able to quickly generate a call list of persons within a defined area. Each targeted area would be defined as a separate campaign. Once defined, these target areas (separate areas or events) can be stored for future use, or activated immediately.

Launch by phone or Internet

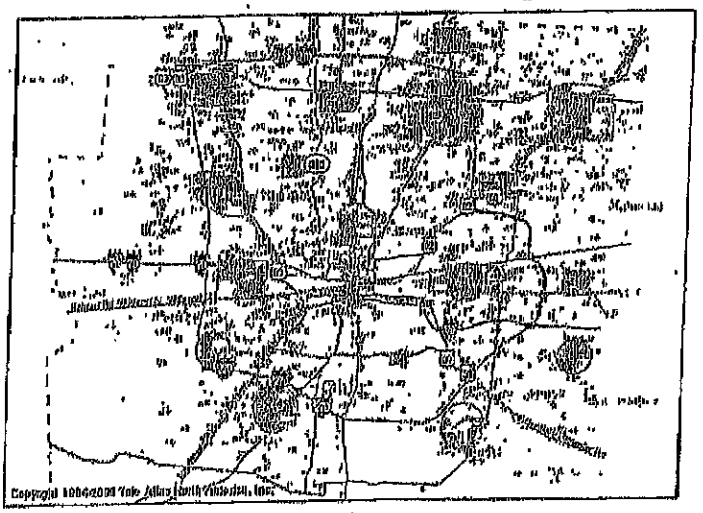
Pre-defined notification campaigns can be launched using a touchtone phone or the Internet. Notification campaigns can be created "on-the-fly" and launched within minutes. The Help Desk is available 24/7/365 to help the City create and/or launch notification campaigns.

GIS-Mapping

Geo-coded Mapping Module

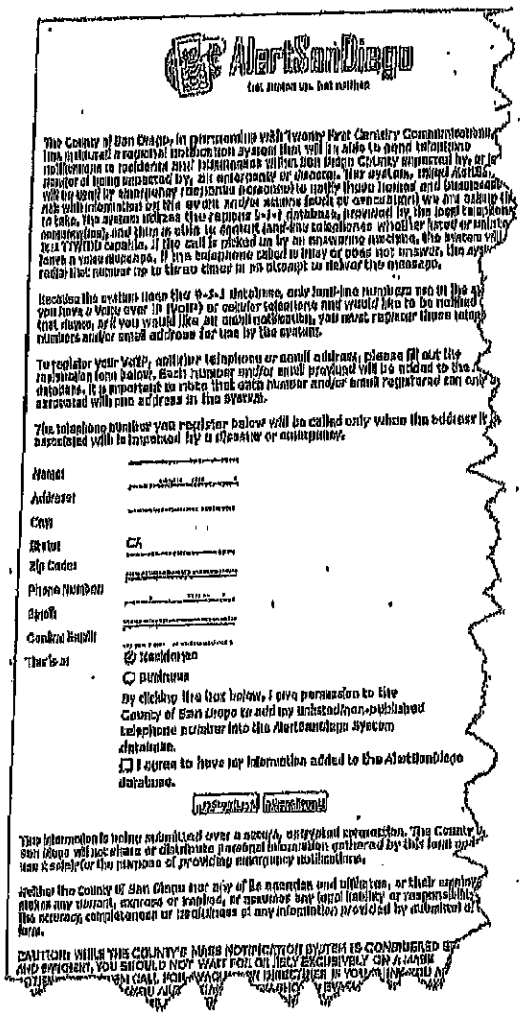
CRISCOM's geographic base file enables clients to target messages to specifically defined geographic areas. With the mapping module, users define a geo-targeted calling area on an on-screen map, access the data base, and generate a call list. Multiple shapes are available to clearly define the target area (circle, rectangle, square, doughnut, plume, etc.). The result of each call attempt is displayed as a dot on the on-screen map. Successful calls are indicated by a green dot, unsuccessful calls are indicated by a red light.

The CRISCOM geographic mapping application is an ESRI ArcIMS and ArcSDE based application which can incorporate existing local map layers used by the client. TFCCC works with clients to set up the appropriate process to send the map layers from the existing local mapping systems and incorporate them into the mapping application.



Voluntary Opt-In website

Twenty First Century can set up a secure website which enables citizens to register their emergency notification preferences. These might include unlisted numbers, cell phones, VOIP, text messaging, fax, email, TTY, or PDA. This information is then geo-coded and incorporated into the emergency notification database.



AlertSanDiego

The County of San Diego, in partnership with Twenty First Century Communications, has implemented a regional notification system that will be able to send telephone notifications to residents and businesses within San Diego County impacted by, or in danger of being impacted by, an emergency or disaster. The system, called AlertSanDiego, will be used by emergency response personnel to notify those homes and businesses at risk with information on the event and/or actions (such as evacuations) we are asking them to take. The system utilizes the regional 9-1-1 database, provided by the local telephone companies, and thus is able to contact land-line telephones whether listed or unlisted (ex TTY/TDD capable). If the call is picked up by an answering machine, the system will leave a voice message. If the telephone called is busy or does not answer, the system redials that number up to three times in an attempt to deliver the message.

Because the system uses the 9-1-1 database, only land-line numbers are in the system. If you have a voice over IP (VoIP) or cellular telephone and would like to be notified at that number, or if you would like an email notification, you must register those telephone numbers and/or email addresses for use by the system.

To register your VoIP, cellular telephone or email address, please fill out the registration form below. Each number and/or email provided will be added to the AlertSanDiego database. It is important to note that each number and/or email registered can only be associated with one address in the system.

The telephone number you register below will be called only when the address it is associated with is impacted by a disaster or emergency.

Name:
Address:
City:
State: CA
Zip Code:
Phone Number:
Email:
Confirm Email:
This is a: residence / business

By clicking the box below, I give permission to the County of San Diego to add my unlisted/non-published telephone number into the AlertSanDiego System database.

☐ I agree to have my information added to the AlertSanDiego database.

Submit Clear Form

The information being submitted over a secure, encrypted connection. The County of San Diego will not share or distribute personal information gathered by this form and will use it only for the purpose of providing emergency notifications.

Neither the County of San Diego nor any of its agencies and affiliates, or their employees makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any information provided by submitted of this form.

CAUTION: WHILE THE COUNTY'S MASS NOTIFICATION SYSTEM IS CONSIDERED [illegible] AND EFFICIENT, YOU SHOULD NOT WAIT FOR OR RELY EXCLUSIVELY ON A [illegible] OTHER [illegible] YOU CALL FOR [illegible] DIRECTLY IS YOUR [illegible] AT [illegible]

Public Outreach

TFCCC furnishes media kits including system information and sample community outreach tools; and collaborates with clients to inform and educate their constituents.

System Implementation

Timeline, Tasks and Milestones

CRISCOM projects follow a four-phased, project life cycle: The entire process takes from 45 to 60 days to complete, but with active participation and effort on behalf of the client, the process can be completed in significantly less time.

1. The Initiation Phase begins once the client has signed the contract. The 'kick-off' meeting occurs, introducing the client team to the TFCCC project team. Generally, the kick-off meeting is also utilized as the platform to define the client requirements of the CRISCOM system and acts as the beginning of the project itself. It is at this time that the client outlines all desired functionality to the TFCCC project team. Milestones for the project are set at this time. Once both sides have agreed upon, and signed off on, all specifications are submitted to the TFCCC development team. All roles, responsibilities and deliverables, along with the drop dead dates are agreed upon.

2. The Development Phase begins upon completion of the kick-off. Timelines for the Development phase can vary greatly depending upon the clients internal and external requirements. Deliverables in the Development phase can include database creation, front-end web interface development, back-end file processing, telecom set-up, and the building of reports.

3. The Testing Phase is generally broken into two tasks: a) The initial testing of the file transfer processes, and b) the full, end-to-end testing of all functionality.

   The CRISCOM Client Manager will work with the client to establish and implement a testing schedule to assure the effectiveness of the client's CRISCOM system. TFCCC also offers a free test call to 10% of the client's contact population.

4. The Deployment Phase begins Training is provided to the designated Client Team. Onsite training at TFCCC, Onsite training at client site, or training via a scheduled webcast are available training options. Once training is complete, the program is considered live.

Evaluation, Testing and Quality Assurance

As a new client's CRISCOM system code is being written, it is strenuously reviewed and tested by the technical Project Manager and the project's software developers. Before the code is released from the development platform to the quality assurance/test platform (QA), a review is completed by the developers and the Project Manager.

When the Project Manager approves the code it is released to the QA platform. There, the CRISCOM Client Managers begin testing. During this phase, the Client

Managers focus on tests of the functionality of the client's user interface website, while the developers focus on the backend processes.

The Client Managers and developers check every aspect of ORISCOM. They step through each phase of message creation and activation on the user interface, confirm file formats used to communicate with the IVR platform, exercise varying criteria on multiple alerting campaigns, ensure that the notifications are received in a timely manner, and review the notifications themselves (voice, text, fax, email, page) for accuracy.

After the Client Managers sign off on the code used in the QA platform, it is released to the production platform. This is TFCCC's true live environment, on which all live client programs are run. When the code reaches production, the testing process repeats itself and all scenarios, including full regression testing, are repeated. Once all is approved by both TFCCC's team and the client, the system goes live.

Training

TFCCC provides training at the client's location upon implementation. User's manuals are provided both in hard copy and electronically. An online Learning Management System (LMS) is available for self-directed review. Training on all system improvements and upgrades made after installation is conducted via web cast at no cost to the client.

Training Session Agenda

1. Purpose and Function of CRISCOM
2. Overview of Features
3. Programs
   a) Create a Program
   b) Modify a Program
4. Contacts (If client is using Hosted Database)
   a) Creating Contacts
   b) Modifying Contacts
   c) Deleting Contacts
   d) Searching for Contacts
   e) Creating Contact Query
   f) Creating Contact Group
5. Mapping (If client is using this feature)
   a) Create Map
   b) Modify Map
6. Campaigns
   a) Ad-Hoc Campaign
   b) Review of Data Source Types
   c) Activate Ad-Hoc Campaign
   d) Review Create Campaign
7. Receive Test Call(s)
8. Review Campaign Activation History
   a) Explain Results
   b) Drill-Down Further Information
9. Reports
   a) Summary Reports
   b) Create Report
   c) Run Report
10. Account Activity
    a) Program Information
    b) Campaign Status
    c) Inbound Activity
    d) User Activity
11. Users
    a) User Types
    b) Change Password
12. Q & A

Customer Service Philosophy

Twenty First Century's customer service philosophy is simply to provide clients with world class customer service and technical support, around the clock, every day of the year.

TFCCC is committed to its many mission-critical government, public safety, and higher education clients. Since its inception, Twenty First Century has been dedicated solely to high-volume, high-speed, urgent telecommunications. All company resources are engaged in the service of critical communications. The company does not and has never provided telemarketing products or services.

TFCCC maintains a 24/7/365 environment. Operations and technical support staff are on cell phone access and are VPN-ready at home day and night, so that if they are needed after hours they are available immediately.

Each client is assigned a highly trained, dedicated Client Manager as first point of contact. Your Client Manager will:

- Prepare full documentation of the workings of the system.
- Fully train a second Client Manager on your account.
- Train your staff.
- Inform you of new product updates.
- Provide assistance when needed.
- Always be available by phone during business hours and on call 24/7/365.
- Be responsible for the on-going success of the project and assure your full satisfaction.
- Maintain a productive vendor-client relationship.

The Network Operations Center (NOC) is staffed around the clock with highly trained technical personnel, who are always available to provide assistance and support. The NOC is reached by a toll-free Help Desk line, which is answered by live personnel, who are trained and capable of responding to client needs of any kind, at any time.

If, in an emergency you cannot access the Internet or our application, you can call Twenty First Century's 24/7/365 Help Desk, who can:

- Assist you in the design of messages.
- Create of record messages for you.
- Launch messages on your behalf.

The system architecture includes rigorous tests, both automated and manual. Periodic updates and continuous testing assure its immediate availability as a cutting-edge communications tool. Performance reliability is maintained by a proprietary system of monitoring, testing performance benchmarks and alarms developed over 18 years of experience. Multiple redundant geo-dispersed servers assure that the system is never down for maintenance or testing. On-duty staff are constantly monitoring and testing the system to identify and resolve any potential problems.

Twenty First Century employs a full time Quality Assurance Manager and a CISSP and SCCP Certified full time Security Administrator.

All service, support and system upgrades or improvements are always provided at no cost to the client.

Security

Application-level security

A user ID and password are required to access any of TFCCC's systems. The client's System Administrator maintains sole access to the system's root accounts and controls access to the production system. Passwords are assigned by TFCCC. The 800 number that is used to administer and record messages is also ID and password protected with randomly generated passwords associated with each program.

TFCCC continuously monitors all online activity, related to its systems and quickly identifies attempts to access any part of its secure systems. All IP addresses and system navigation is monitored and logged. Twenty First Century's network sits behind a CISCO-based firewall and is inaccessible to unauthorized users. The application and database has a non-routable IP address and the system is monitored 24 hours a day 7 days a week 365 days a year.

Database-level security

Client data security is a primary focus of TFCCC, so we not only designed our system with a series of security checks but we also employ SSL 128 bit encryption throughout the system and the transmission of user logons is encrypted over HTTPS port 443.

Client data is stored on a secure Oracle database. The data is accessible by the Database Administration Team only (via configured system privileges) and it is password protected.

TFCCC has always maintained that customer information is confidential and proprietary to the client. It is company policy never to divulge, re-sell or disclose customer data to outside agencies unless directed to do so by legal authority. This assurance is written into our contracts.

Physical Security

All TFCCC facilities have card-swipe entry, intrusion detection systems, smoke detection and fire alarms. Security cameras monitor all entrances, internal passageways, and employee parking areas and record to DVR. Access to all data centers is granted only to the essential data center personnel. Each month a review of the access logs is conducted to check for any anomalies.

All sites have multiple fiber optic data pipes and UPS and on-site generation. All sites have auxiliary air conditioning systems and computer systems. All sites are fire proof and flood proof (being built on high points in respective areas).

Highly trained technical personnel are on duty at the Network Operations Center 24 hours a day, 7 days a week, and 365 days a year and constantly monitor security conditions.

Human Resources

TFCCC employs a full time CISSP and SCCP Certified Security Administrator. Twenty First Century constantly monitors employee performance. In order to identify and retain quality employees, TFCCC maintains a Substance Free Workplace and provides an Employee Assistance Program. All employees undergo background checks prior to hire.

Pricing Overview

Crisis Communication System Non-GSA Pricing (Unlimited Usage) Option

Monterey County Pricing Outline

Option 4 – Crisis Communication System (CRISCOM)
Non-GSA Pricing with Unlimited Usage

Initial Implementation/Recurring Charges	Cost
Annual recurring cost:	$244,728 (135,960 households at $1.80 each)

System Component Charges	Unit Cost	Notes
Mapping update (County)	$973/county	1
Map geocoding/database load charge	$109/Hour	2
Custom programming charge	$176/Hour	
Annual TFCCC profile database hosting fee (for records in excess of 10,000)	$0.005/record	3
Training cost (in excess of initial training)	$100/hour	4

Notes
1 For updates more than once every 12 months. One (1) annual mapping update included in annual recurring cost.
2 Charge for geocoding requested by client in excess of 4 times per year. Quarterly geocoding is included in annual maintenance fee.
3 Applies to employee database.
4 Hourly cost in addition to travel expenses billed at actual cost.

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES (MORE THAN $100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: Twenty First Century Crisis Communications, LLC, a wholly owned subsidiary of Twenty First Century Communications Inc., (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:
Contractor to provide Universal Crisis Communication System services which is a hosted telephone emergency notification system for countywide use throughout Monterey County, for delivery of public health and safety information via telephone and personal communications devices

2. PAYMENTS BY COUNTY. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $250,000.

3. TERM OF AGREEMENT. The term of this Agreement is from July 8, 2008 to July 7, 2009, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Crisis Communication System Proposal Prepared for Monterey County July 2008

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are trained, according to industry standard, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on July 8, 2008.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may 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 as the County may require. The Contract Administrator or his or her designee 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.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9 LIABILITY. The CONTRACTOR'S total liability under this contract shall not exceed ten million dollars ($10,000,000) for claims under general liability, and two million dollars ($2,000,000) for claims arising from errors and omissions.

10. INSURANCE.

10.01 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 regarding all applicable terms, conditions and limits applicable to the County's rights and remedies under the policy.

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 such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

10.02 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.

10.03 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:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

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 $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

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.

☐ Exemption/Modification (Justification attached; subject to approval).

10.04 Other Insurance Requirements.

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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. 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 at all times 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.

11. RECORDS AND CONFIDENTIALITY.

11.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

11.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

11.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

11.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

11.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

12. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services

primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

14. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Phil Yanovskian, Emergency Services Planner	Stephanie Dailey, Contract Administrator
Name and Title	Name and Title
1322 Natividad Road, Salinas, CA 93906	750 Communications Parkway Columbus, Ohio 43214
Address	Address
831-796-1904	614-442-1216 ext. 316
Phone	Phone

16. MISCELLANEOUS PROVISIONS.

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agent, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

16.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

16.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Purchasing Manager

Date: 7-16-08

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: Ellen M Jahn
County Counsel

Date: 7/11/08

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 7/11/08

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR

Twenty First Century Crisis Communications, LLC
Contractor's Business Name*

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

Vice President
Name and Title

Date: 7/10/08

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

Gerald L. Roberson, COO/CFO
Name and Title

Date: July 10, 2008

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A

UNIVERSAL CRISIS COMMUNICATIONS SYSTEM

Twenty First Century Crisis Communications, LLC
("Provider")
780 Communications Parkway
Columbus, OH USA 43214

Monterey County OES
("Client")
1322 Natividad Rd.
Salinas, CA 93906

Effective Date: July 5, 2006

Twenty First Century Crisis Communications, LLC is a wholly owned subsidiary of Twenty First Century Communications, Inc. hereinafter referred to as Twenty First Century Crisis Communications, LLC (TFCCC).

SERVICES:

All features and services described in Exhibit B, "Crisis Communication System (CRISCOM) Proposal Prepared for Monterey County, CA July 2006", such as;

1. A system designed to support an unlimited number of message initiators. (A message initiator holds a unique code identification and is one for whom separate usage records are maintained).
2. A system providing outdial functionality.
3. Web activation, control and monitoring.
4. Notification can be by phone, fax, pager or e-mail.
5. 24/7 Help Desk support.
6. Text-to-Speech capabilities.
7. Training and support as required.

COST:

The cost for TFCCC's Universal Crisis Communications System is $244,729 annually with a one year agreement. The annual fee includes unlimited usage.

Out-of-pocket expenses related to the installation and maintenance of the TFCCC's Universal Crisis Communications System program, such as travel if necessary, are billed as incurred and invoiced at actual cost. Expenses typically do not exceed 10% of installation and monthly maintenance fees. Such expenses or other fees not included in annual system cost or usage and notification charges described below, shall be approved by Client prior to Provider incurring such expenses.

TERM OF AGREEMENT:

After the initial one year term, this Agreement shall automatically renew for successive one (1) year periods. The contract period begins the "Effective Date" indicated above. Annual unlimited system usage and maintenance fee for the second and subsequent years will be adjusted upward from the prior year by the Consumer Price Index (CPI).

Termination of agreement is covered in Section 7 of the Professional Services Agreement, to which this Exhibit is attached.

PAYMENT PROVISIONS:

With the use of Monterey County supplied GIS mapping data, installation and set up costs are included in the annual fee. The annual fee will be invoiced upon execution of the Agreement with payment due in 30 days.

Any expense incurred for work requested by Client shall be invoiced upon Client sign off of satisfactory completion, and is due and payable 30 days after receipt of invoice.