

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

ESi Acquisition, Inc.

(hereinafter “CONTRACTOR”).

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

1.0 GENERAL DESCRIPTION:

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 goods and/or services are generally described as follows:

Provide: Software Maintenance and Support for WebEOC and Maps Add-On

2.0 PAYMENT PROVISIONS:

2.1 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: \$ **41,092.46**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 1, 2023 to July 31, 2025, 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.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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 Other:

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, 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.
- 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.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 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.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 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.

7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 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.

9.0 INSURANCE REQUIREMENTS:

9.01 **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.

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.

9.02 **Qualifying Insurers:** All coverages, 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 A.M. Best’s Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent.

- 9.03 **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, 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 \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include 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.)

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.)

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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other 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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.

- 10.5 **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.

11.0 NON-DISCRIMINATION:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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.

15.0 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:
Laura Emmons, Emergency Services Manager	Patrick Niles Account Executive
Name and Title	Name and Title
1322 Natividad Road Salinas, CA 93906	235 Peachtree Street NE, Suite 2300 Atlanta, GA 30303
Address	Address
(831) 521-0089 EmmonsL@co.monterey.ca.us	(410) 353-9370 Patrick.Niles@juvare.com
Phone:	Phone:

16.0 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 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, agents, 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 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.

16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

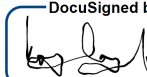
ESi Acquisition, Inc.

Contractor/Business Name *

By:

Contracts/Purchasing Officer

By:

DocuSigned by:

03834D7E0773042F...

(Signature of Chair, President, or Vice-President)

Date:

Rajib Roy, President & CEO

By:

Department Head (if applicable)

Date:

April 25, 2024 | 08:11:19 EDT
Name and Title

Date:

Approved as to Form

County Counsel

Susan K. Blitch, Acting County Counsel

By:

DocuSigned by:

04E44D8405BF46A...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

By:

DocuSigned by:



424D6EAAAC1E491
County Counsel

Bryan Kaplan, Secretary

Date:

4/25/2024 | 10:18 AM PDT

Date:

April 24, 2024 | 12:38:31 PDT
Name and Title

Approved as to Fiscal Provisions

DocuSigned by:

By:



E79EF64E57A54F8
Auditor/Controller

Date:

4/25/2024 | 12:18 PM PDT

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

By:

DocuSigned by:



3E7A9EF11DD9246
David Bolton, Risk Manager

Date:

4/25/2024 | 2:50 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT-A

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
ESi Acquisition, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
1. County and CONTRACTOR shall jointly adhere to the policies and procedures outlined in the Juvare Support Center document (outlined and attached herein).
 2. CONTRACTOR shall provide all services outlined in the WebEOC Standard Support Plan (outlined and attached herein).
 - 2.1. Should County require assistance with services not covered in the WebEOC Standard Support Plan and/or those services outlined herein, County shall submit a request to CONTRACTOR, CONTRACTOR shall submit a quotation for requested services, and a separate agreement shall be established.
 3. CONTRACTOR shall provide support to administrators who work directly for or on behalf of the County.
 4. CONTRACTOR shall ensure County access to the Juvare Support Center and shall ensure the following elements of the Juvare Support Center are maintained:
 - 4.1. The Juvare Support Center shall be staffed by an experienced team of Product Support Specialists (PSS).
 - 4.2. Technical support representatives shall be available by telephone, email, and Support Center ticketing 24 hours a day, seven days a week, 365 days a year.
 - 4.3. All County issues shall be assigned a unique ticket number that facilitates issue tracking from the initial request through resolution.
 - 4.4. For urgent issues, County shall contact CONTRACTOR via telephone. CONTRACTOR shall live answer calls unless call volume requires County leave a voicemail. CONTRACTOR shall return all County voicemails as soon as possible, but no later than 2 hours after the initial voicemail.
 - 4.4.1. Issues not resolved on the initial call shall be addressed by CONTRACTOR’s Tier 2 Product Support Specialists who will contact County within 2 hours of the initial call.
 - 4.5. For nonurgent issues, County shall contact CONTRACTOR via the service desk or an email, and CONTRACTOR shall provide County with a ticket reflecting

the request for assistance. CONTRACTOR shall respond to the request for assistance via phone or email as soon as possible, but no later than 24 hours after the initial request.

- 4.6. CONTRACTOR shall maintain self-service technical documentation for County administrators and users.
- 4.7. CONTRACTOR shall maintain and adhere to CONTRACTOR’s established escalation process as outlined below:

Tier 1	Support Center Technicians gather and document the customer’s information and resolve simple issues, when possible. Typically, straightforward issues are resolved through utilization of the company knowledge management tool or in collaboration with personnel at the Tier 1 or Tier 2 level. If the issue is more complex, it is escalated to the Tier 2 support level.
Tier 2	Support Center Technicians - II triage complex technical issues by confirming the validity of the problem and seeking known solutions related to complex issues. If a problem is new and/or this group cannot determine a solution, they collaborate with or raise the issue to a Tier 3 resource. Depending on the nature and impact of the reported issue, escalations to teams outside the Support Center occur at this level.
Tier 3	Support Center Technicians - III and Product Support Specialists (PSS) handle the most difficult and advanced problems. Experts in their fields and the highest level of technicians in the Support Center, these individuals can readily identify new and previously unknown issues, complete research and collaborate across the organization. Escalations above this level occur when developing and deploying solutions to new and previously unknown issues.

- 5. CONTRACTOR shall provide regular maintenance of Juvare software solutions, including, but not limited to, the delivery of releases that incorporate security updates, issue resolutions, compatibility changes, and feature enhancements.
 - 5.1. CONTRACTOR shall provide release updates that include, but are not limited to, the following:
 - 5.1.1. Regular WebEOC and plug-in releases incorporating security updates, issue resolutions, compatibility changes, and feature enhancements
 - 5.1.2. Self-service technical documentation for administrators and users
 - 5.1.3. Release notes that describe release content and provide upgrade details
 - 5.1.4. Access to Juvare Ideas Portal for tracking and submitting solution enhancement requests
 - 5.2. CONTRACTOR shall provide issue resolutions that include, but are not limited to, the following:
 - 5.2.1. Assistance identifying and resolving errors

- 5.2.2. Development of work-around solutions, when possible, for identified issues
- 5.2.3. Isolating the origin of issues/error origin to identify the root cause
- 5.2.4. Scheduling code fixes in future releases
- 5.3. CONTRACTOR shall provide support and maintenance related to boards, plug-ins, and modules. This includes, but is not limited to, the following:
 - 5.3.1. Documentation of common WebEOC-specific HTML tags and their use cases
 - 5.3.2. Troubleshooting issues with unmodified standard WebEOC board sets
 - 5.3.3. Implementation of minor cosmetic changes on boards, such as labeling a view. (These changes do not cause material deviation from the original function of standard boards or boards developed by Juvare Professional Services.)
 - 5.3.4. Troubleshooting issues on boards built by Juvare Professional Services while still in the warranty period or until a subsequent upgrade in the board version
 - 5.3.5. Resolution of issues caused by an unmodified board not working as defined
 - 5.3.6. Access to the latest version of plug-ins, along with associated release notes, installation documentation, and Quick Reference Guides
 - 5.3.7. Investigation of reported performance issues for plug-ins and other licensed modules
- 5.4. CONTRACTOR shall provide additional support services that include, but are not limited to, the following:
 - 5.4.1. Installer files for the latest on-premises WebEOC software version, along with associated release notes, installation documentation, and Quick Reference Guides
 - 5.4.2. Server-hardening guide that includes best practices for new installations and server migrations
 - 5.4.3. Assistance resolving issues that occur during the local installation of WebEOC or any of its plug-ins
 - 5.4.4. Advice on standard server administration functions necessary to maintain a local instance and troubleshoot issues, including the operation of pull services, running scheduled tasks, configuration tool settings, and server log locations
 - 5.4.5. Standard SQL scripts for common database queries that assist with basic troubleshooting related to user reports and undelivered messages

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$41,092.46 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

ITEM/DESCRIPTION	DATES OF SERVICE	COST
Perpetual–Maps Add-On Maintenance	8/1/2023 – 7/31/2024	\$4,676.10
WebEOC Software Maintenance	8/1/2023 – 7/31/2024	\$15,369.00
YEAR 1 TOTAL		\$20,045.10

ITEM/DESCRIPTION	DATES OF SERVICE	COST
Perpetual–Maps Add-On Maintenance	8/1/2024 – 7/31/2025	\$4,909.91
WebEOC Software Maintenance	8/1/2024 – 7/31/2025	\$16,137.45
YEAR 2 TOTAL		\$21,047.36

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted promptly, and in accordance with Paragraph 6.0, "Payment Conditions." All invoices shall reference the project name, Multi-Year Agreement (MYA) number, and associated DO number. Invoices shall be sent via email to Finance.DEM@co.monterey.ca.us or to the following physical address:

County of Monterey
Department of Emergency Management – Finance
1322 Natividad Road
Salinas, California 93906-3101

Any questions pertaining to invoices under this Agreement shall be directed to DEM - Finance via phone at (831) 796-1905 or email at Finance.DEM@co.monterey.ca.us.

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



Introduction

Juvare contracts include access to the Juvare Support Center, which is staffed by an experienced team of Product Support Specialists (PSS) who are available 24 hours a day, seven days a week. All support requests are assigned a unique ticket number that facilitates issue tracking, from the initial request through resolution.

Urgent Issues

Users experiencing an urgent issue should call for assistance. Most calls are live answered. However, during periods of heavy call volume, you may be prompted to leave a voicemail. Your call will be promptly returned by the next available Product Support Specialist.

To contact us about an Urgent issue

1. Call the Juvare Support Center at: 1-877-771-0911
2. Within the phone prompts, enter the corresponding support option
3. When a Product Support Specialist (PSS) answers the call, they will ask you to provide the following:
 - Your Name and Contact Information
 - The Name of your Agency or Organization and State
 - The reason for your call, including the Name of your Juvare Product or Solution
 - Any additional information required to assess and resolve your specific issue
4. The Product Support Specialist will provide a ticket number that you can reference, if needed, in any subsequent communications
5. Issues not resolved on the initial call will be addressed by a Tier 2 Product Support Specialist who will contact you to discuss further and provide additional support

Nonurgent Issues

Users experiencing a nonurgent issue should create a ticket through our service desk or send us an email requesting assistance. We will get back to you promptly.

To Create a Service Desk Ticket About a Nonurgent Issue

1. On your browser's address bar, navigate to: <https://jira.juvar.com/servicedesk/customer/portal/8>
2. If necessary, enter your **Username** and **Password**, and **Log in**
3. Click **Create Support Ticket**
4. Enter the requested information and click **Create**.
5. A Product Support Specialist (PSS) will reach out via phone or email to further discuss the issue.

To Email Us About a Nonurgent Issue

1. Email the Juvare Support Center at: support@juvare.com
2. Include the following details:
 - Your Name and Contact Information
 - The Name of your Agency or Organization and State
 - The reason for your email, including the name of your Juvare product or solution and, if possible, the URL you use to access the solution
 - In the body of the email, enter details about the issue, along with your username/login email, any screenshots, logs, or other pertinent information that might help us better understand the issue
3. A Product Support Specialist (PSS) will reach out via phone or email to further discuss the issue.

Escalation Process and Personnel

Urgent issues receive response within 2 hours

Non-urgent requests receive response within 24 hours

Tier 1	Support Center Technicians gather and document the customer's information and resolve simple issues, when possible. Typically, straightforward issues are resolved through utilization of the company knowledge management tool or in collaboration with personnel at the Tier 1 or Tier 2 level. If the issue is more complex, it is escalated to the Tier 2 support level.
Tier 2	Support Center Technicians - II triage complex technical issues by confirming the validity of the problem and seeking known solutions related to complex issues. If a problem is new and/or this group cannot determine a solution, they collaborate with or raise the issue to a Tier 3 resource. Depending on the nature and impact of the reported issue, escalations to teams outside the Support Center occur at this level.
Tier 3	Support Center Technicians - III and Product Support Specialists (PSS) handle the most difficult and advanced problems. Experts in their fields and the highest level of technicians in the Support Center, these individuals can readily identify new and previously unknown issues, complete research and collaborate across the organization. Escalations above this level occur when developing and deploying solutions to new and previously unknown issues.





WebEOC®

Standard Support Plan

Overview

Juvare's WebEOC Standard Support Plan defines the support services, maintenance, and community interactions available for current, post-implementation WebEOC clients. This plan covers SaaS, Core, Professional, and Enterprise clients with valid support and maintenance agreements or a paid order that includes support services.

Support is provided to named administrators who work directly for or on behalf of the client named on the license. Support is unavailable for independent third-party contractors, former clients with an expired agreement, or non-paying entities with access to a client's WebEOC environment. Additionally, support is only available for active WebEOC versions and products according to the Software Lifecycle Policy. Retired solutions are not eligible for support.

Terms

General terms of the Standard Support Plan include access to the Juvare Support Center, with self-service technical documentation for administrators and users, as well as technical support representatives who are available by telephone, email, and Support Center ticketing 24 hours a day, seven days a week, 365 days a year. The plan also provides regular maintenance of Juvare software solutions, including the delivery of releases that incorporate security updates, issue resolutions, compatibility changes, and feature enhancements.

Services for Juvare Hosted and On-Premises Clients

Juvare-hosted and on-premises clients have access to the following support services.

Release Updates

- Regular WebEOC and plug-in releases incorporating security updates, issue resolutions, compatibility changes, and feature enhancements.
- Self-service technical documentation for administrators and users.
- Release notes that describe release content and provide upgrade details.
- Access to the Juvare Ideas Portal for tracking and submitting solution enhancement requests.

Issue Resolutions

- Assistance identifying and resolving errors for supported software versions.
- Development of work-around solutions, when possible, for identified issues.
- Isolating the origin of issues to identify the root cause.
- Scheduling code fixes in future releases.

- Isolating the error origin to identify the root cause.

Boards, Plug-Ins, and Modules

- Installation of the standard board set for new Juvare-hosted clients. Board maintenance and the installation of updated board sets after the initial deployment are the client's responsibility.
- Documentation of common WebEOC-specific HTML tags and their use cases.
- Troubleshooting issues with unmodified standard WebEOC board sets.
- Implementation of minor cosmetic changes on boards, such as labeling a view. These changes do not cause material deviation from the original function of standard boards or boards developed by Juvare Professional Services.
- Troubleshooting issues on boards built by Juvare Professional Services while still in the warranty period or until a subsequent upgrade in the board version.
- Resolution of issues caused by an unmodified board not working as defined.
- Access to the latest version of plug-ins, along with associated release notes, installation documentation, and Quick Reference Guides.
- Investigation of reported performance issues for plug-ins and other licensed modules.

Services for Juvare Hosted Clients

Juvare-hosted clients have access to the following support services.

- Browser access to the current version of WebEOC.
- Browser access to the current version of WebEOC plug-ins and the standard board set.
- Investigation of reported performance and site degradation issues.
- Retrieval of error and pull-service logs to assist with troubleshooting.
- Environment restoration to recent database backup.
- Execution of standard SQL scripts for common database queries that assist with basic troubleshooting related to user reports and undelivered messages.
- Investigation of performance issues associated with plug-ins and modules.

Services for On-Premises Clients

Clients with self-hosted on-premises installations of WebEOC that have an active Standard Support Plan have access to the following support services.

- Installer files for the latest on-premises WebEOC software version, along with associated release notes, installation documentation, and Quick Reference Guides.
- Server-hardening guide that includes best practices for new installations and server migrations.



- Assistance resolving issues that occur during the local installation of WebEOC or any of its plug-ins.
- Advice on standard server administration functions necessary to maintain a local instance and troubleshoot issues, including the operation of pull services, running scheduled tasks, configuration tool settings, and server log locations.
- Standard SQL scripts for common database queries that assist with basic troubleshooting related to user reports and undelivered messages.

Services for WebEOC Fusion Clients

WebEOC clients with Fusion have access to the following support services.

- Assistance troubleshooting connection issues, such as the data flow on subscription boards or assigning subscriber permissions.
- Coordination to make sure all subscribers can establish and maintain connections.
- Investigation of reported performance and site degradation issues.
- Access to the latest WebEOC Fusion release notes, installation documentation, and Quick Reference Guides.

Juvare Hosted Clients

Juvare-hosted clients with Fusion also have access to the following support service.

- Coordination to make sure they are using the latest version.

On-Premises Clients

On-Premises clients with Fusion also have access to the following support services.

- Assistance resolving issues that occur during installation.
- Assistance connecting to an instance of Fusion.

Services Not Covered by the Standard Support Plan

Assistance with the following services is not covered under the Standard Support Plan. If Juvare agrees to perform any services described below, advance scheduling is required, and fees may apply.

- Support for third-party applications, plug-ins, and boards not developed by Juvare, including maintenance and repairs performed by a party other than Juvare or a Juvare-certified technician.
- Software issues created by unauthorized software alterations or failure to comply with any specifications, policies, procedures, or requirements for using Juvare solutions.
- Assistance with versions of WebEOC, WebEOC plug-ins, or WebEOC Fusion that is no longer supported.



- On-premises installation or migration of WebEOC or WebEOC Fusion on a client's server.
- Mass import or export of users, positions, or groups.
- On-premises or remote training.
- Board building in which the project's complexity requires review of the entire code or extensive investigation into the board design and tags to ensure the HTML, CSS, and/or JavaScript is employed effectively without creating issues to the existing board functionality.
- Modification of boards that require substantial code creation or change to add functionality.
- Modification of custom boards created by Juvare's Professional Services team when they are outside the warranty period according to the statement of work or contract.
- Code changes on the following board sets: Air and Cruise, Resource Request and Deployment Module (RRDM), Incident Creator, Twitter, Incident Action Plan (IAP), and Resource Request Task Assignment.
- Issues caused by the client or third-party code implementation to add functionality to existing boards.
- Creation of customized boards or code sets, including design and functionality, which do not already exist within the board.
- Troubleshooting on-premises solutions that do not meet the minimum system requirements.
- Expedited troubleshooting of [known issues](#).
- Any hands-on or remote operation of non-Juvare managed servers.
- Server administration, including but not limited to backups, registry changes, storage planning, upgrades, hardening, installation, and other administrative tasks.
- Database administration, including but not limited to upgrades, collation changes, advanced troubleshooting, and the development of SQL scripts to perform administrative tasks.

Juvare's Professional Services can provide training, custom board building, standard board set code changes, out-of-warranty support, and other services not covered by the Standard Support Plan. However, Professional Services does not provide server administration, database administration, or hands-on work for non-Juvare-hosted clients. For more information about Juvare's Professional Services, please contact your Client Success Manager (CSM).

Contact Us

The Juvare Support Center is available 24 hours a day, seven days a week, 365 days a year at 877-771-0911 or support@juvare.com.