

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Genasys, Inc. with an address at 16262 West Bernardo Drive, San Diego CA 92127 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Yaneri Muñiz, Emergency Manager at phone number 805-681-5526 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Richard Danforth at phone number 855-436-2797 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or email, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: County of Santa Barbara
Office of Emergency Management
Attn: Yaneri Muñiz
4408 Cathedral Oaks Road, Santa Barbara CA 93110
Email: OEM@countyofsb.org

To CONTRACTOR: Genasys, Inc.
Attn: Richard Danforth
16262 West Bernardo Drive, San Diego, CA 92127
Email: rdanforth@genasys.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference. COUNTY's use of CONTRACTOR services is subject to the CONTRACTOR's Software-as-a-Service (SaaS) Service Agreement (ATTACHMENT A-1). To the extent there is a conflict between the CONTRACTOR's SaaS Service Agreement and this Agreement, the COUNTY's Agreement shall prevail.

4. TERM

CONTRACTOR shall commence performance on June 25, 2024 and end performance no later than June 30, 2028 unless otherwise directed by COUNTY or unless earlier terminated, and subject to Board of Supervisors approval of this Agreement. For purposes of this Section, Year 1 of the Agreement shall commence on June 25, 2024 through June 30, 2025. The term is further contingent on Federal Emergency Management Agency (FEMA) approval of Homeland Security Grant Program (HSGP) funds for the procurement of the CONTRACTOR's software and services for Year 2 (July 1, 2025 through June 30, 2026) and Year 3 (July 1, 2026 through June 30, 2027), and the availability of general funding for Year 4 (July 1, 2027 through June 30, 2028). Should FEMA not approve HSGP funds for Year 2 and/or 3, and funding is not available for Year 4, the Agreement terms shall be revised to an approximately 12-month term (June 25, 2024 through June 30, 2025), an approximately 24-month term (June 25, 2024 through June 30, 2026), or an approximately 36-month term (June 25, 2024 through June 30, 2027), as applicable, unless otherwise mutually agreed upon by the parties or unless earlier terminated. The CONTRACTOR's designated representative shall be notified in writing of the revised Agreement terms within 10 days of COUNTY receiving formal notification of FEMA's decision for funding of Year 2 and 3, and within 30 days if general funding is secured for Year 4.

The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any additional services or products.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's software and services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B and ATTACHMENT B-1 attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B and ATTACHMENT B-1. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All professional services in connection with the implementation, configuration and support of the CONTRACTOR's software, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a commercial workmanlike manner and shall conform to the standards of quality normally observed by a person

practicing in CONTRACTOR's profession. Warranty claims shall be governed by the CONTRACTOR's SaaS Agreement (ATTACHMENT A-1), Section 11(c), in regards to any corrections or revision of errors or omissions. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DATA, DOCUMENTS AND INTELLECTUAL PROPERTY

Notwithstanding the data ownership and license provisions stated in the CONTRACTOR SaaS Agreement (ATTACHMENT A-1), Section 5(a), COUNTY shall be the owner of the following items created or developed solely under this Agreement upon production, whether or not completed, including but not limited to: all local data collected and provided to the CONTRACTOR, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, evacuation zones, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY. In respect to any data provided by, created or developed for the COUNTY under this Agreement, CONTRACTOR agrees to request COUNTY written approval for any use and licensing of data as stipulated in the contractor's SaaS Agreement, Section 5(b) (ATTACHMENT A-1), and only when the data use is beyond typical or reasonably expected use. Typical use includes sharing with the public and mutual aid resources any evacuation zones, zone status changes, road closures, evacuation shelters, etc., and sharing with Strategic partners that are relevant to core software functionality.

CONTRACTOR owns and retains all right, title and interest in and to its software, services, CONTRACTOR'S trademarks and service marks, CONTRACTOR'S website and its contents, any developments, improvements, enhancements, training and other written or electronic documents and materials provided by CONTRACTOR that relate to the software, and all intellectual property rights in the foregoing ("CONTRACTOR IP"), subject to the rights granted in this Agreement. CONTRACTOR IP may be used by COUNTY and its users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by CONTRACTOR.

Unless otherwise specified in ATTACHMENT A-1, and excluding CONTRACTOR IP, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, evacuation zones, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder, at COUNTY's sole cost and expense. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon an intellectual property or proprietary rights of any third party. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

Without prior written approval of COUNTY, CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon ninety (90) days written notice. During the ninety (90) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services. Notwithstanding any major and unforeseen high risks associated with this Agreement, the probability of this provision being exercised is low.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term provided, however, that nothing in this section shall require CONTRACTOR to refund any fees previously paid to CONTRACTOR prior to such date of termination.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B and ATTACHMENT B-1, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR on behalf of COUNTY in performing this Agreement, whether completed or in process, provided, however, that CONTRACTOR retain a copy of for its legal, archival and regulatory purposes. At the COUNTY's request, the CONTRACTOR shall permanently erase all COUNTY owned or created data from the CONTRACTOR'S servers and provide written confirmation that the COUNTY's request was fulfilled. Latent data such as deleted files and other non-logical data types, and metadata that can customarily only be retrieved by computer forensic experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return or destruction of information as contemplated by this section. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this

Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits and Attachments, the provisions of the Agreement shall prevail.

33. FEDERAL PROVISIONS AND CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The parties agree to the terms and conditions set forth in EXHIBIT D – Federal Provisions, and EXHIBIT E – Certification for Contracts, Grants, Loans, and Cooperative Agreements, attached hereto and incorporated herein by reference.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Genasys, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

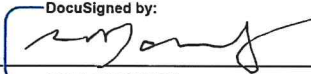
COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 6-25-24

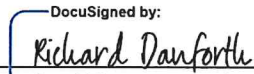
RECOMMENDED FOR APPROVAL:

Fire Chief/Fire Warden

By: 
Department Head

CONTRACTOR:

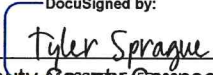
Genasys, Inc.

By: 
Authorized Representative
Richard Danforth

Name: _____
Title: CEO

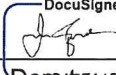
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

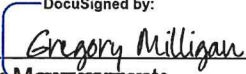
By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

A. Background

Santa Barbara County is vulnerable to a myriad of hazards that pose considerable threats to public health and safety. Over the years, multiple emergencies and disasters have occurred requiring multi-jurisdictional and cross-agency coordination to issue and widely publicize evacuations, shelter in place orders, post-disaster exclusion zones, flooding and debris flow risk areas, and other geographically-based disaster information. During these incidents field responders did not have a platform to rapidly identify evacuation/protective action zones, document decisions with co-responding agencies, coordinate approvals from incident commanders, and transmit this information directly to alert originators. Most of this coordination occurred through significant back-and-forth relaying of information via phone and radio, which can delay decisions and result in miscommunications during an emergency. Public safety agencies, Cities, and the COUNTY continue to face challenges in publishing emergency public information maps during real-time incidents. Mapping assistance currently requires technical GIS expertise that is not readily available, or if available, still results in publishing public incident mapping long after emergency notifications are issued. A centralized all-hazards evacuation and protective action identification, approval process, and emergency public information mapping hub utilizing an intuitive, easy-to-use software solution is vital to bridge multiple public safety agencies and response partners together to effectively identify, communicate, approve and execute protective actions for a variety of emergency situations from one shared solution.

Homeland Security Grant Program (HSGP) funding was approved to procure an evacuation/protective action management software solution that would support all cooperating Operational Area (OA) public safety agencies (i.e., law, fire, dispatch, and OEM). The Santa Barbara County HSGP Approval Body awarded HSGP funding to cover Year 2 and 3 software service and maintenance costs and anticipate FEMA approval.

In October 2023, the COUNTY issued a Request for Proposal (RFP) soliciting proposals from qualified Software-as-a-Service (SaaS) vendors for the provision of an all-hazards, cloud-based evacuation/protective action management software solution with an emergency public information mapping interface. Through the COUNTY's competitive bid process, the CONTRACTOR was awarded the contract with term contingencies based on FEMA approval of HSGP Year 2 and 3 funds and pursuant to the availability of general funding to continue the contract for a fourth year.

B. Definitions

- i. "Authorized Users" means individuals (1) identified by COUNTY authorized representatives with permission to access and use the Software described herein and (2) have been issued internal user accounts to *Genasys Protect EVAC*.
- ii. "Software-as-a-Service (SaaS) Solution" means both of the CONTRACTOR's internal evacuation management software platform *Genasys Protect EVAC* and external emergency public information website and mobile applications *Genasys Protect*.

- iii. "Operational Area (OA) Participating Partner Agencies" means Santa Barbara County jurisdictions (COUNTY and Cities), public safety agencies, and special districts that are participating in the pre-planning, evacuation zone reassessment, and data gathering process to support the local SaaS Solution implementation, and plan to utilize the CONTRACTOR's SaaS Solution for all-hazards protective action coordination and emergency public information mapping.

C. Description of Services

- i. The CONTRACTOR shall provide access of the *Genasys Protect EVAC* cloud-based evacuation/protective action management software solution to the COUNTY and OA Participating Partner Agencies for use within Santa Barbara County geographic boundaries.
 - a. The COUNTY and OA Participating Partner Agencies shall have unlimited use of *Genasys Protect EVAC* for pre-planning, fire progression and protective action simulations, training and exercise, and real-time incident response, coordination, and public information. This includes no restrictions on the amount of data inputted and created by the COUNTY and OA Participating Partners within the *Genasys Protect EVAC* platform.
 - b. The COUNTY and OA Participating Partner Agencies shall have the ability to initiate evacuations/protective action workflows and update the public-facing incident map 24x7x365 with a 99.99% uptime.
- ii. The CONTRACTOR shall provide the COUNTY's residents, visitors and the general public access to the *Genasys Protect* community website (www.protect.genasys.com) and the *Genasys Protect* mobile application to access real-time emergency public information 24x7x365 for Santa Barbara County and at no cost to the community.
- iii. The CONTRACTOR shall provide SaaS Solution project implementation services in accordance with Sections E, F, G and H of this EXHIBIT.
- iv. The CONTRACTOR shall provide ongoing customer and technical support services for the duration of this Agreement as follows:
 - a. Dedicated Customer Success Manager for the COUNTY and OA Participating Partners and account management support.
 - b. At minimum and post-implementation, monthly meetings between the COUNTY program manager and Customer Success Manager to discuss and plan for enhancements, new features, software patches and updates, etc. Any system enhancements, features, and updates – including any enhancements requested by the COUNTY – shall be provided at no additional cost during the life of this Agreement.
 - c. 365/24/7 over-the-phone live support services to assist COUNTY and OA Participating Partners with incident-specific needs and technical issues.
- v. CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement, and the CONTRACTOR agrees it can properly perform this work at the fees stated in EXHIBIT B and ATTACHMENT B-1.

D. SaaS Solution Functional and Technical Requirements

- i. The following table lists the COUNTY's Request for Proposal (RFP) functional and technical requirements for an evacuation/protective action management solution and public information mapping platform (left column), followed by the CONTRACTOR's description of their SaaS Solution's ability to meet the COUNTY's requirements (right column). In some instances, the CONTRACTOR's current SaaS Solution may not fully meet the requirements. Where applicable, the COUNTY has noted acceptance of current functional and technical capabilities, or the expectation that the CONTRACTOR meet the requirement in the future or inform the COUNTY of any future plans to develop the capability.

#	Technological Features	CONTRACTOR Functionality Description
1	Supported across multiple device platforms, including desktops, touchpads, and mobile phones	<i>Genasys Protect EVAC</i> offers a comprehensive solution that is compatible with all major desktop and mobile web browsers on Windows and MacOS. Additionally, the CONTRACTOR provides a mobile app available for Android and IOS for purposes of public interface.
2	Application must support iOS, Android, and Windows devices	<i>Genasys Protect EVAC</i> is a web-based solution compatible with all major desktop and mobile web browsers, including Chrome, Safari, Edge, and Firefox.
3	The SaaS Hosting environment must be FedRAMP Moderate Certified https://www.fedramp.gov/assets/resources/documents/FedRAMP_Security_Controls_Baseline.xlsx	CONTRACTOR's SaaS Solution complies with the ISO 27001 standard and is currently working towards FedRAMP certification. The CONTRACTOR's implementation features robust security controls that regulate authentication, authorization, and access to prevent malicious acts. By utilizing the combined principles and guidelines of the NIST and ISO frameworks, CONTRACTOR's platform security and compliance controls meet or exceed the individual requirements of PII protection, GDPR, CCPA, and other security regulations. COUNTY Expectation: CONTRACTOR is currently in the process of obtaining FedRAMP Moderate certification and will notify the COUNTY when the certification is achieved.

4	The solution must meet best practice security standards defined in NIST 800-53.	CONTRACTOR implements security controls that regulate authentication, authorization, and access which prevents malicious acts. By using the combined principles and guidelines of the NIST and ISO frameworks, the CONTRACTOR platform security and compliance controls meet or exceed the individual requirements of PII protection, GDPR, CCPA, and other security regulations.
5	Supports Single Sign-on using Azure Active Directory (IdP)	Access to the web-based operations and administration console may be configured using local credentials created and stored in the server's database. CONTRACTOR supports integration with external authentication platforms with LDAPS, Active Directory, and SAML for single-sign-on. CONTRACTOR supports the SAML 2.0 authentication protocol.
6	Support multiple Azure Active Directory IdPs	CONTRACTOR confirms multiple IDPs are supported.
7	SaaS mobile application for field response workers authenticated via Azure SSO which will enforce MFA, containerized, remotely wipeable and encrypted at rest, managed by Microsoft MDM.	CONTRACTOR's <i>Genasys Protect EVAC</i> platform does not include a mobile app for field response workers. This functionality is provided by the <i>Genasys Protect EVAC</i> web browser-based application. Additionally, the CONTRACTOR can produce GeoPDF's which can be uploaded into Avenza (a highly utilized product for offline map viewing) which will allow first responders to view their location and zones during incident. COUNTY Expectation: The COUNTY accepts that CONTRACTOR does not currently have an internal SaaS mobile application for field response workers. The CONTRACTOR is currently in process of developing an internal SaaS mobile application and will notify the COUNTY when the application is ready to be tested by CONTRACTOR customers.
7a	○ Describe the mobile application's offline functionality, caching, etc	<i>Genasys Protect EVAC</i> is not available as a mobile application for field response users. However, CONTRACTOR can produce GeoPDFs which can be uploaded into Avenza (a highly utilized product for offline map viewing) which will allow

		<p>first responders to view their location and zones during incident.</p> <p>COUNTY Expectation: The COUNTY accepts that CONTRACTOR does not currently support an internal SaaS mobile application for field response workers. The CONTRACTOR will provide GeoPDFs that COUNTY Authorized Users can access digitally when offline and print into field map guides.</p>
8	<p>SaaS public end user web interface. Describe application's offline functionality, caching, etc.</p>	<p>The <i>Genasys Protect</i> end user web interface supports real-time data from the system and does not support offline functionality or local caching.</p> <p>COUNTY Expectation: The COUNTY accepts that the CONTRACTOR's <i>Genasys Protect</i> web-based interface for the public does not support offline functionality or local caching. However, the CONTRACTOR confirms the <i>Genasys Protect</i> mobile application for the public has limited caching capabilities and can display any changes made at the time the mobile application last had internet connectivity.</p>
9	<p>Scalable, cloud-based SaaS system with 99.99% uptime</p>	<p>CONTRACTOR provides a full SaaS Solution hosted on Amazon Web Services (AWS). The SaaS Solution provides 99.99% availability as measured on a quarterly basis and fully supports and utilizes scalability and elasticity features of the AWS cloud platform.</p>
10	<p>Limited requirements of the County's on-premises infrastructure. Describe the solution's on-premises dependencies if any.</p>	<p>The CONTRACTOR's SaaS Solution does not require any on premise software and hardware installation.</p>
11	<p>Role Based Access controls based on user's permission levels and roles/responsibilities (e.g., Administrator, Incident Approver, Incident Operator)</p>	<p>The CONTRACTOR's <i>Genasys Protect EVAC</i> platform for Authorized Users maintains a role-based model of permissions.</p>

<p>12</p>	<p>Security and data protection measures in line with best practices and in compliance with the COUNTY's Information Technology Department (ITD) policies and requirements.</p> <p>https://www.countyofsb.org/3326/Technology-Security-Policies</p>	<p>The CONTRACTOR is committed to ensuring a secure computing environment and recognizes the need to prevent and manage IT vulnerabilities. The CONTRACTOR's SaaS Solution employs industry-standard security systems and practices. The CONTRACTOR's underlying AWS infrastructure hosting all CONTRACTOR data and applications has met a host of audit and security standards, including SOC 1, SOC 2, PCI-DSS, and EU-US Privacy Shield framework. In this case, AWS is responsible for securing the underlying infrastructure that supports the cloud, and the CONTRACTOR is responsible for the data and connection to the CONTRACTOR services. Amazon Web Services is responsible for protecting the global infrastructure that runs all of the services offered in the AWS Cloud. AWS provides several reports from third-party auditors who have verified our compliance with a variety of computer security standards and regulations. For more information, visit AWS Compliance at https://aws.amazon.com/compliance/, where the Amazon AWS SOC2 Type II report is available.</p> <p>The CONTRACTOR's system has implemented a strict system hardening process that follows the guidelines defined on the ISO/IEC 27001 - Information Technology -- Security Techniques -- Information Security Management Systems – Requirements standard, and the OWASP Application Security Verification Standard.</p>
<p>13</p>	<p>Application has capacity to provide access to data and pre-plans, as well as cache new inputs, in the event of momentary connectivity interruption and longer-term outages</p>	<p>The COUNTY will be able to populate and save data within the system which can be accessed through downloaded/printable pre-plan documents. The CONTRACTOR's <i>Genasys Protect EVAC</i> platform is not able yet to cache inputs into the system which are made during offline use.</p> <p>COUNTY Expectation: The COUNTY accepts that the CONTRACTOR's <i>Genasys Protect EVAC</i> cannot currently cache inputs made during offline use. The CONTRACTOR will provide GeoPDFs with key</p>

		pre-plans and mapping that COUNTY Authorized Users can access digitally when offline and print into field map guides.
	Data and Knowledge Integration and Sharing	CONTRACTOR Functionality Description
14	Solution allows for input, storage, and modification of data and local information such as shelters, critical facilities, and traffic control points, plus the ability to update this data and information as a pre-planning workflow as well as during incidents.	<p>The CONTRACTOR's <i>Genasys Protect EVAC</i> platform is built for agencies to pre-plan emergency incidents to increase operational efficiency and reduce reflex response time. It also enables detailed pre-planning that includes evacuation routes, traffic control points, critical evacuation facilities, shelters, and run predictive event modeling (e.g. wildfire simulation). Personnel can print or scan a QR code to download updated pre-plans.</p> <p>COUNTY Expectation: The COUNTY accepts that the CONTRACTOR's <i>Genasys Protect EVAC</i> solution does not have workflow mechanisms to standardize data and local information updates. However, the CONTRACTOR confirms that local information can be updated before and during incidents. The CONTRACTOR will notify the COUNTY of any data update workflow enhancements.</p>
15	Dynamic pre-plans reflecting the latest information added, including the ability to instantly convert those into a PDF format that is downloadable and sharable.	<p>CONTRACTOR provides a consistent model for creating and maintaining zone-based evacuation pre-plans in PDF. A pre-plan is designed to capture the latest information about a zone. The key is to get the people involved together to assemble as much local knowledge as possible.</p> <p>A pre-plan currently consists of two pages.</p> <p>Page 1 displays a detailed zone map and includes zone-specific details, such as critical evacuation facilities, structure counts, populations, and affiliated agencies.</p> <p>Page 2 provides a more regional context and details of traffic control points and evacuation routes.</p> <p>All pages have the agency name, logo, and</p>

		<p>published & updated date printed.</p> <p>The two-page pre-plan can be easily downloaded or shared with team members via a QR code. The same can be accessed online and offline through the Internal User Platform.</p> <p>COUNTY Expectation: The CONTRACTOR confirms that ad-hoc changes can be made to pre-plan information on an ongoing basis within Genasys Protect EVAC. These changes are immediately reflected in the pre-plans and accessible in real-time via PDFs.</p>
16	Download and share pre-plans via a QR code on a mobile device	The two-page pre-plan can be easily downloaded or shared with team members via a QR code.
17	Simple, non-technical process to integrate other local hazard data including flood, fire, CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosives), tsunamis, dam inundation, etc.	<p>The CONTRACTOR's <i>Genasys Protect EVAC</i> platform has the ability to upload flood, dam inundation and hazmat models.</p> <p>COUNTY Expectation: The CONTRACTOR confirms that the local hazard data integration process is simplified and does not require coding or technical knowledge to accomplish (i.e., no GIS specialist needed). The CONTRACTOR confirms there are no limitations on what types of hazard/threat layers can be added.</p>
18	Determine area, population and structures affected for each simulation or hazard input	The CONTRACTOR's <i>Genasys Protect EVAC</i> platform utilizes over 30 different data sets, including public and private sources to determine area, population, structure types and counts, vehicle counts, etc. This data is utilized to pre-define zones within the respective area. All information is provided in an easy-to-read format in the system and can be updated/edited by the COUNTY as-needed. Additionally, zone boundaries can be edited (e.g. split or combined) at any time, during which zone population and boundary information is recalculated and displayed automatically. This information is utilized by the system for each simulation or hazard input event.

	Incident Response Features	CONTRACTOR Functionality Description
19	Utilize system features from anywhere in the country with internet connectivity	The CONTRACTOR's <i>Genasys Protect EVAC</i> platform is a web-based solution compatible with all major desktop and mobile web browsers, including Chrome, Safari, Edge, and Firefox, for both desktop and mobile OS platforms.
20	Rapid selection of pre-loaded evacuation/protective action maps, pre-identified Temporary Evacuation Points (TEPs), and other incident response resources	CONTRACTOR's <i>Genasys Protect EVAC</i> platform is built for agencies to pre-plan emergency incidents to increase operational efficiency and reduce reflex response time. The Internal user Platform enables detailed pre-planning that includes evacuation routes, traffic control points, critical evacuation facilities, shelters, and run predictive event modeling (e.g. wildfire simulation).
21	Ability to create custom-drawn/ad-hoc emergency impact areas through all application interfaces	<p>CONTRACTOR's <i>Genasys Protect EVAC</i> platform does not currently support the creation of new ad-hoc impact areas without technical assistance of the CONTRACTOR's personnel. However, the Internal User Platform allows the COUNTY to create custom impact areas by splitting existing zones. Temporary split zones are subsections of a zone used during an incident or repopulation to adjust the boundaries of zones so an area can be evacuated or repopulated without impacting the entire zone. Temporary zones retain the original zone ID to reduce confusion among residents, but have an additional letter attached to the end so they are easily distinguishable.</p> <p>COUNTY Expectation: The COUNTY accepts that the <i>Genasys Protect EVAC</i> platform does not currently support the creation of new ad-hoc impact areas. The COUNTY is aware that the CONTRACTOR is working on ad-hoc customization capabilities in the future. The CONTRACTOR will provide the COUNTY updates periodically.</p>

22	Ability to merge ad-hoc emergency impact areas with all original/pre-identified area parameters and resources	<p>Within the <i>Genasys Protect EVAC</i> platform, each selected zone indicates summary information that includes estimated population, vehicle counts, area and structures. As the operator splits a zone, the data from the originating zone is split automatically. When zones are combined or re-combined from an ad-hoc split function, the data from both zones is re-merged and combined.</p> <p>Additionally, resource assignments (critical evacuation facilities, arrival points, resource locations, etc.) are also re-assigned to the containing zone, both during an ad-hoc split or re-merge.</p>
23	Upload incident-specific map polygons created with other software tools (i.e., Everbridge, ESRI) using standard GIS file formats (.shp, .shx, .dbf, .fix, .prj, .kml). These uploads must be available immediately to support real-time live incidents.	<p>CONTRACTOR's <i>Genasys Protect EVAC</i> platform currently does not support map import through the user interface but allows real-time ESRI map updates. Any GIS file import can be done through the CONTRACTOR's implementation engineer or support team.</p> <p>COUNTY Expectation: The COUNTY accepts that the <i>Genasys Protect EVAC</i> platform currently doesn't support incident-specific map imports. The COUNTY will work with the CONTRACTOR for any future import needs and integrations with ESRI for real-time map updating.</p>
24	Built-in workflow processes to facilitate cross-agency collaboration to optimize incident response recommendations and decisions	<p>CONTRACTOR's <i>Genasys Protect EVAC</i> platform provides the COUNTY the ability to seamlessly exchange and disseminate critical information for crisis management with all neighboring jurisdictions and agencies.</p> <p>CONTRACTOR's SaaS Solution provides a regional view of all incidents happening across jurisdictional lines and agencies collaborating together. Both internal staff and the public are able to see all hazards impacting the region, zones under warning or evacuation, temporary shelters, receive instructions and latest updates and be informed instantly when a new directive comes out. This has been demonstrated on massive scale with response to California wildfires, and now the SaaS Solution is deployed</p>

		<p>in half of the state of California with rapid adoption in other states across the USA.</p> <p>For examples of community view, please visit https://protect.genasys.com/ - an open portal for all public to see current incidents and hazards wherever they live.</p> <p>COUNTY Expectation: The County accepts that the Genasys Protect EVAC platform currently doesn't support a built-in workflow that allows multiple agencies to directly communicate with each other on protective action situations, recommendations and decisions. The CONTRACTOR will notify the COUNTY of any enhancements in cross-agency coordination and communication within the platform.</p>
25	<p>Workflow control and approval mechanisms, including "request for approval" notification, to support communication of authorized information only</p>	<p>Zone(s) can be selected on the map, and the status of those zones can be changed by authorized users.</p> <p>COUNTY Expectation: The COUNTY accepts that the CONTRACTOR's <i>Genasys Protect EVAC</i> platform currently supports an "internal status change" email group notification feature, but does not have internal workflow approval mechanism to notify specific authorized decision-makers.</p> <p>The COUNTY's goal is to have mechanisms that allow impacted jurisdictions to collect approvals from authorized decision-makers and convey decisions and information directly from the platform to alert originators. The CONTRACTOR will notify the COUNTY of any enhancements in workflow control and approval mechanisms to the Internal User Platform.</p>

26	Capacity to simultaneously manage multiple incidents with separate, independent workflows in support of concurrent incidents with differing needs, various jurisdictions, etc., with all information for incident response still viewable on one map. This must include the ability for users to be alerted of any overlapping / conflicting impact areas and retain each incident's updates.	The purpose of the <i>Genasys Protect EVAC</i> platform is to create a common operating picture between response agencies. Depending on the workflows for each agency you'll be able to operate independently depending on your needs. Any overlapping impact areas would not necessarily send out an alert but all users would be viewing the same picture and would see any changes in real time.
27	Version management capabilities to ensure collaborators are working in the most current/correct workflow and to preserve past versions for incident progression documentation	Authorized Users can utilize a library of pre-configured templates that span a variety of events and can review and utilize them at any time. Additionally, the <i>Genasys Protect EVAC</i> platform features a Hazard Library that can include multiple versions of various events (Fire models, flood models, traffic models), which can be used at any time. COUNTY Expectation: The COUNTY accepts that the <i>Genasys Protect EVAC</i> platform does not log changes made to the incident map over time for version control management. The CONTRACTOR is developing advanced reporting mechanisms that will provide an audit trail of updates and changes made by users in the system. The CONTRACTOR will notify the COUNTY of progress made on this feature.
28	Controls and checks to prevent inadvertently selecting and publishing undesired or incorrect emergency impact areas	Upon updating a status there is a review page prior to sending out the status update to the public, allowing the Authorized User to review and confirm the changes prior to any information being sent out. The CONTRACTOR also provides training during the rollout to ensure stakeholders and users understand the workflow as it relates to the impact areas.

29	Can generate notifications to select agencies through integrations with COUNTY email, Tablet Command, computer- aided dispatch (CAD), etc. (NOTE: SaaS email notifications cannot use the COUNTY’s email domain name).	<p>The system isn’t designed to send out internal notifications but to send information to the public during an incident. Paired with a mass notification tool this can be accomplished by a simple copy/paste of a link to the map.</p> <p>COUNTY Expectation: The COUNTY accepts that the CONTRACTOR’s <i>Genasys Protect EVAC</i> platform currently supports an “internal status change” email group notification feature, but does not have other internal notification mechanisms such as text message or through third-party platforms such as Tablet Command. The CONTRACTOR will notify the COUNTY of any enhancements to internal notifications features in the <i>Genasys Protect EVAC</i> platform.</p>
30	Notifications can be templated to ensure all five (5) alerting message elements are included in accordance with regulations and best practices (i.e., Issuing Authority, Hazard, Location, Protective Action, Duration/Expiration)	<p>N/A, Evacuation management as a standalone product doesn't send out notifications however the data can be sent to our mass notification platform for these types of alerts or any 3rd party mass notification tool to accomplish this.</p> <p>COUNTY Expectation: The COUNTY accepts that the CONTRACTOR’s <i>Genasys Protect EVAC</i> platform does not currently contain a mechanism to internally provide language for public alert messages. The CONTRACTOR will notify the COUNTY of any enhancements to internal notification and alert language sharing capabilities.</p>
31	Interface with multiple applications (to transfer information and GIS files) including but not limited to:	Regarding ESRI ArcGIS: Genasys Map Services, a REST API feature service, enables real-time syncing of zone telemetry, zone status and change reason.
31a	<ul style="list-style-type: none"> ○ COUNTY current mass notification system (pre- populate for alert originators to utilize) 	<p>Evacuation management as a standalone product doesn't send out notifications however the data can be sent to our mass notification platform for these types of alerts or any 3rd party mass notification tool to accomplish this.</p> <p>COUNTY Expectation: The CONTRACTOR clarified that their evacuation management platform is fully integrated with their own alerting solution</p>

		(Genasys Protect ALERT). For other alerting solutions, there are little to no platform-to-platform integration and auto-populate capabilities. However, data from <i>Genasys Protect EVAC</i> can be uploaded into non-Genasys alerting solutions using APIs (refer to item 31b in this table for further details).
31b	○ Everbridge	<p>Regarding ESRI ArcGIS: Genasys Map Services, a REST API feature service, enables real-time syncing of zone telemetry, zone status and change reason.</p> <p>In addition, zones can be furnished in shape file format to be uploaded into Everbridge, individually or as a merged WEA-compliant shape file. That way, when a zone status is changed in the SaaS Solution, an alert can be sent in Everbridge to residents in the corresponding zones. Additionally, when the zone status is changed in the SaaS Solution, a link is generated to those zones on the <i>Genasys Protect</i> community website that can be copied and pasted directly into an Everbridge alert. Text, such as the reason for a zone change, can also be copied and pasted from the <i>Genasys Protect EVAC</i> platform into an Everbridge alert.</p> <p>COUNTY Expectation: The COUNTY accepts that there are no direct integrations available between the CONTRACTOR's <i>Genasys Protect EVAC</i> platform and Everbridge. Data and information created and stored within <i>Genasys Protect EVAC</i> can be manually downloaded and imported into Everbridge by Authorized Users with administrative permissions in both platforms or with the assistance of CONTRACTOR staff.</p>
31c	○ ESRI	<p>The CONTRACTOR provides a fully functional ESRI ArcGIS-based mapping module that is tightly integrated into the rest of the solution. Authorized Users can easily import custom layers and shapes from other systems, and furthermore, the <i>Genasys Protect EVAC</i> platform can integrate directly with the COUNTY's ESRI account through a URL, so that any changes</p>

		made to public layers will be reflected in the system immediately.
31d	○ Fulcrum	Through web services the CONTRACTOR can send data to 3rd party tools like Fulcrum.
31e	○ Tablet Command	The COUNTY can make live updates in the <i>Genasys Protect EVAC</i> platform during an incident that can be reflected in Tablet Command.
32	Export IPAWS WEA compatible map polygons (with 100 or less vertices)	When exporting a shapefile from the <i>Genasys Protect EVAC</i> platform, the CONTRACTOR'S process automatically smooths out the area to meet the 100 vertices or less requirement to send out IPAWS WEA notifications.
33	Ability to export zones in standard GIS format files (.shp, .kml/kmz; feature class)	The <i>Genasys Protect EVAC</i> platform supports the export of KML and shape files for use in other 3rd party systems.
34	Provide traffic modeling to determine clearance times for one or more emergency impact areas with the ability to load additional vehicles at key locations, geographic/regional location, known active construction, egress routes, etc.	<p>The <i>Genasys Protect EVAC</i> platform fully supports the ability to determine evacuation times for one or more zones impacted by an event, with the ability to load up to 10,000 additional vehicles at key locations identified by the operator. Traffic modeling results can be displayed based aggregated time or percentage of population evacuated in a period of time. These can be used during pre-planning or live events to show choke points and help EOC personnel create and manage traffic control points, road closures as part of real-time traffic modeling.</p> <p>COUNTY Expectation: The CONTRACTOR clarified that the <i>Genasys Protect EVAC</i> platform supports the ability o determine evacuation times for one or more zones impacted by an event using static datasets.</p>
35	Generate sequenced evacuation/protective action	Based on the results of fire or Ladrir AI traffic modeling, the Authorized User can determine protective action recommendations based on

	<p>recommendations based on the simulations and local hazard inputs</p>	<p>easy-to-use data provided by the system. For fire models, the system will indicate which zones are affected over each hour of the simulation (up to 24 hours). Traffic modeling through Ladriz AI provides results using aggregated time or percentage of evacuation completed over the course of a simulation.</p> <p>COUNTY Expectation: The CONTRACTOR clarified that current <i>Genasys Protect EVAC</i> tools offer time-based fire incident progression only. Authorized users can still bring in other hazard data, but the solution does not support simulation for other hazards at this time (e.g., dam failure). The CONTRACTOR will notify the COUNTY of hazard simulation enhancements. The COUNTY has declined the CONTRACTOR’s offer for optional sub-contractor Ladriz AI services at this time.</p>
	<p>Emergency Public Information Mapping and Accessibility</p>	<p>CONTRACTOR Functionality Description</p>
<p>36</p>	<p>Public-facing incident information and map in English and Spanish (web-link based) that:</p>	<p>The <i>Genasys Protect</i> platform includes a web-based platform for community members. Residents can search an address or zone or use a current location to find evacuation information for their area and is currently available in English with Spanish-language on the roadmap for release.</p> <p>COUNTY Expectation: The COUNTY expects that the CONTRACTOR will prioritize Spanish-language capabilities on the <i>Genasys Protect</i> community website. Per California’s AB 1638 legislation (effective January 1, 2025), government agencies must provide emergency information in non-English languages spoken by 5% or more of its population. In Santa Barbara County, almost 30% of residents speak Spanish. The CONTRACTOR confirms that user interface will translate based on what device and browser settings are in place for the end user. The CONTRACTOR also confirms that free form fields within the platform can be manually translated to include both English and Spanish. The</p>

		CONTRACTOR will provide periodic status updates on any enhancements to this capability.
36a	<ul style="list-style-type: none"> ○ Is intuitive, and easy to use by the whole community – including individuals with limited technical proficiency and low literacy – across multiple platforms, iOS, Android, Windows and MacOS devices (desktops, tablets, and mobile phones) 	<p>The <i>Genasys Protect</i> platform includes a public web portal (protect.genasys.com) for the community to find their evacuation zones and to view emergency information. Residents can look up their address using the search bar. Residents can also download the <i>Genasys Protect</i> mobile app for IOS and Android, which will provide evacuation information to their mobile device, including notifications if they choose to allow them. https://protect.genasys.com/download</p> <p>The mobile app allows individuals that live, follow, or are visiting zones to receive evacuation messaging as a critical alert (alarms when phones are in silent mode).</p> <p>COUNTY Expectation: The <i>Genasys Protect</i> public platform supports visual impairment access capabilities (refer to items 38a-38i in this table for further details on accessibility).</p>
36b	<ul style="list-style-type: none"> ○ Can search based on address, emergency impact area, and device location 	<p>The <i>Genasys Protect</i> mobile app offers a feature that enables phones to share their location with emergency managers without compromising citizen identity. The location of citizens can be viewed anonymously and in real-time. The mobile app sends the location to the server whenever the phone's location engine detects movement.</p> <p>Additionally, this feature allows emergency managers to send messages to citizens located in a particular area or those who have subscribed to receive notifications for specific addresses or points within that area.</p> <p>If needed, the option to view the near real-time locations of citizens can be disabled. In such cases, the phone's geofencing logic will be used instead, employing the Device Based Geofencing login implemented in the mobile app.</p>
36c	<ul style="list-style-type: none"> ○ Includes emergency impact area boundary descriptions 	<p>The <i>Genasys Protect</i> community site displays zone boundaries and descriptions.</p>

<p>36d</p>	<p>○ Depicts current area status (by color), description and California state standardized evacuation terminology</p>	<p>The SaaS Solution supports Zone Statuses and Color Indicators.</p> <p>EVACUATION ORDER - Red</p> <p>Immediate threat to life. This is a lawful order to leave now. The area is lawfully closed to public access.</p> <p>EVACUATION WARNING - Yellow</p> <p>Potential threat to life and/or property. Those who require additional time to evacuate, and those with pets and livestock should leave now.</p> <p>SHELTER IN PLACE - Purple</p> <p>Go indoors. Shut and lock doors and windows. Prepare to self-sustain until further notice and/or contacted by emergency personnel for additional direction.</p> <p>ADVISORY - Blue</p> <p>Be on alert and follow county recommendations.</p> <p>EVACUATION ORDER LIFTED - Light Green</p> <p>It is now safe to return to your home. Be aware of your surroundings.</p> <p>NORMAL - White</p> <p>No current knowledge of active public safety incidents affecting your area.</p> <p>TRAINING - Dark Green</p> <p>Emergency personnel training. No response necessary from residents. (Can also be used for virtual evacuations, such as when testing the Community Warning Systems.)</p>
<p>36e</p>	<p>○ Current fire perimeters or disaster impact areas</p>	<p>The <i>Genasys Protect</i> community portal displays an active fire list indicating the containment percentage, start date, acreage, and affected counties. Additionally, Authorized Users can now choose which areas and data to publish to the public-facing site, using the <i>Genasys Protect EVAC</i> platform to provide updates.</p>

36f	<ul style="list-style-type: none"> ○ Active road closures (local, County, State and Federal) 	<p>The <i>Genasys Protect EVAC</i> platform features the ability for Authorized Users to make any number of road closures or other traffic control points community-visible.</p>
36g	<ul style="list-style-type: none"> ○ Active human and animal evacuation, care, and shelter locations 	<p>The <i>Genasys Protect EVAC</i> platform is designed so that Authorized Users can create, edit or remove a variety of local points on the map and make them community visible, such as Animal Evacuation Shelters, Rally Points, Temporary or Permanent Resource Points, etc.</p>
36h	<ul style="list-style-type: none"> ○ Current weather and 48- hr forecast 	<p>The <i>Genasys Protect</i> community website and mobile app show basic weather information (conditions & temperature) for the zone(s) displayed to the user.</p>
36i	<ul style="list-style-type: none"> ○ Real-time live traffic from COUNTY-selected sources 	<p>The <i>Genasys Protect</i> community website and mobile app do not currently support live traffic view on the community page.</p> <p>COUNTY Expectation: The COUNTY accepts that the CONTRACTOR's <i>Genasys Protect</i> platform does not currently support real-time live traffic information. The CONTRACTOR will update the COUNTY on any enhancements to public-facing live traffic capabilities.</p>
36j	<ul style="list-style-type: none"> ○ Links to sign up for alerts via the COUNTY's notification platforms and additional info 	<p>The CONTRACTOR fully supports the COUNTY's need to add publicly-accessible links to the <i>Genasys Protect</i> community website.</p>
37	<p>Support the following accessibility adjustments:</p>	<p>Accessibility adjustments are controllable through our integration with accessibility as noted below.</p> <p>COUNTY Expectation: The COUNTY accepts that the CONTRACTOR's <i>Genasys Protect</i> mobile app does not have its own accessibility features (currently only the community website does). The CONTRACTOR confirms accessibility enhancements are on their development roadmap where at a minimum the mobile app will respect the device's default accessibility settings.</p>

37a	○ Seizure Safe profile	The <i>Genasys Protect</i> community website provides different accessibility controls. Profiles allow those with epilepsy to use the website safely by eliminating the risk of seizures that result from flashing or blinking animations and risky color combinations.
37b	○ Vision Impaired profile	The <i>Genasys Protect</i> community website provides different accessibility controls. Users can choose a disability profile like “Vision Impaired Profile” and simultaneously activate all relevant adjustments. Alternatively, or in addition to the profiles, users can enable singular adjustments like increasing font sizes, change color contrasts, stop animations, and more.
37c	○ ADHD Friendly profile	The <i>Genasys Protect</i> community website accessible profile significantly reduces distractions and noise, to help people with ADHD and Neurodevelopmental disorders browse, read, and focus on the essential elements of the website more easily.
37d	○ Cognitive Disability profile	The <i>Genasys Protect</i> community website provides various assistive features to help users with cognitive disabilities such as Autism, Dyslexia, CVA, and others to focus on the essential elements of the website more easily.
37e	○ Keyboard Navigation	The <i>Genasys Protect</i> community website includes a profile that enables people with motor impairments to operate the website using the keyboard Tab, Shift+Tab, and the Enter keys. Users can also use shortcuts such as “M” (menus), “H” (headings), “F” (forms), “B” (buttons), and “G” (graphics) to jump to specific pages.
37f	○ Screen Reader	The <i>Genasys Protect</i> community website includes the ability for the user to adjust the website to be compatible with screen readers like JAWS, NVDA, VoiceOver, and TalkBack. Screen reader software is required to be installed on the blind user’s computer and smartphone.

37g	○ Content text adjustments	The <i>Genasys Protect</i> community website provides a “Vision Impaired Profile” and simultaneously activates all relevant adjustments. Alternatively, or in addition to the profiles, users can enable singular adjustments like increasing font sizes, change color contrasts, stop animations, and more.
37h	○ Color adjustments	The <i>Genasys Protect</i> community website provides a “Vision Impaired Profile” and simultaneously activates all relevant adjustments. Alternatively, or in addition to the profiles, users can enable singular adjustments like increasing font sizes, change color contrasts, stop animations, and more.
37i	○ Orientation adjustments	The <i>Genasys Protect</i> community website provides profile adjustments that are designed to enable people with vision impairments, cognitive disabilities, or motor impairments to better orient on your website. This is achieved by providing them with shortcuts and guiding elements and by reducing distractions and noise.

E. Other Requirements

- i. CONTRACTOR shall ensure that SaaS Solution can support concurrent use by multiple Authorized Users and community members in response to a variety of emergency scenarios without delays or service interruptions (whenever possible). This includes but is not limited to major emergencies that may result in a significant surge of Authorized Users and community members accessing the SaaS Solutions; in the event of multiple or co-occurring emergencies within Santa Barbara County requiring use of the SaaS Solutions; and in the event non-Santa Barbara County jurisdictions are actively utilizing the SaaS Solutions concurrently.
- ii. The CONTRACTOR acknowledges and ensures that:
 - a. All data created for and/or provided for the SaaS Solution is owned solely by the COUNTY.
 - b. All COUNTY-owned and created data will reside within the United States.
 - c. All data can be accessed and downloaded by the COUNTY in editable formats, including PDF, Excel and GIS standard file formats (i.e., .shp, .shx, .dbf, .fix, .prj, .kml) as applicable.

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

F. Project Implementation Tasks and Timeline

- i. **Task 1: OA Multi-Agency Onboarding, Consensus Building, and Hyperlocal Data and Knowledge Integration Stakeholder Coordination and Support.** The CONTRACTOR shall provide an onboarding process for all relevant stakeholder agencies identified by the COUNTY. The goal is to use the onboarding process to gain consensus across law, fire, and emergency management on system configurations, evacuation/protective action pre-plans, workflow control and approval processes, historical emergency impact areas, and other mapping elements. Onboarding shall require the CONTRACTOR to readily collaborate with multiple COUNTY departments, Cities, and OA Participating Partner Agencies with the assistance of the assigned SBCOEM project manager. This effort also requires the CONTRACTOR to gather and integrate into *Genasys Protect EVAC* an array of detailed hyperlocal data and knowledge information, including but not limited to critical infrastructure and key resources, known single egress/ingress roads, temporary evacuation points (TEPs), GIS data and mapping, information on past incidents and risk areas (e.g., burn scars, flood zones), gate codes, easements, etc. Following the initial knowledge and data integration, the CONTRACTOR shall support the ongoing integration of new or revised data and information as needed.
- ii. **Task 2: Evacuation Zone Assessment and Development.** The CONTRACTOR shall facilitate the assessment of Santa Barbara County's existing evacuation zones. The assessment shall result in the refinement of existing zones and development of new zones as appropriate for all-hazards emergency response and protective action. During the assessment and development process, the CONTRACTOR shall apply evacuation planning best practices, local stakeholder input and available modeling data, and applicable state and federal evacuation legislative requirements.
- iii. **Task 3: Integrations with Third-Party Solutions.** As directed by the COUNTY and OA Participating Partner Agencies, the CONTRACTOR shall configure integrations with approved third-party solutions, including but not limited to Everbridge, ESRI, Tablet Command, and Fulcrum.
- iv. **Task 4: System Training and Drills.** The CONTRACTOR shall facilitate in-person trainings for Authorized Users as well as a "train-the-trainer" session for designated local trainers. An in-person multi-jurisdictional drill shall be delivered before acceptance of the SaaS Solution. This must include pre-drill coordination meetings with supporting drill preparation documentation, including but not limited to templates and scripts. The CONTRACTOR shall provide online training modules and videos, training manuals, and quick reference "how-to" job aids in digital and printed formats.
- v. **Task 5: Community Education and Outreach Assets and Assistance.** The CONTRACTOR shall make available to the COUNTY the CONTRACTOR's community education and outreach asset library from which the COUNTY can request assets. The County may choose an asset, provide the CONTRACTOR with logos and wording changes, and the CONTRACTOR will customize it for the COUNTY and provide digital materials only for the COUNTY'S use. The CONTRACTOR will advise and provide any available checklists, templates and resources to assist the COUNTY on the development of an outreach plan that focuses on educating the public on the launch of new emergency mapping and information tools and understanding mapping features, such as address/location searching, zone-naming, legend symbology, and ADA accessibility. Assets shall

be made available to the COUNTY in editable formats (i.e., .png, .eps, .ai), ADA compliant, written at the 4th grade level.

G. Project Implementation Deliverables

- i. **Deliverable 1A:** The CONTRACTOR shall meet with the COUNTY for an initial SaaS Solution Kick-off and Planning meeting to review project implementation tasks and deliverables, outline key implementation planning and coordination meeting dates and objectives, and identify the initial list of Authorized Users.
- ii. **Deliverable 1B:** The CONTRACTOR shall deliver a project implementation schedule addressing all tasks, deliverables and estimated timelines, and provide initial Authorized Users access to the *Genasys Protect EVAC* (GP-EVAC) software subscription package including:

GP-EVAC	<ul style="list-style-type: none">• Genasys Protect EVAC subscription – up to 450,000 Residents• Genasys Protect Community Site – Unlimited Residents• Genasys Protect APP – Unlimited Residents• Genasys Protect EVAC wildfire simulation engine• Genasys Protect EVAC Pre-Plan Reports• Waze connector• Premium 24x7x365 support
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- iii. **Deliverable 1C:** In accordance with the project implementation schedule, the CONTRACTOR shall onboard and familiarize OA Participating Partner Agency representatives with the project rollout process, deliverables, estimated timeline, and participation requirements needed to complete Tasks 1-5.
- iv. **Deliverable 2A:** In coordination with the SBCOEM Project Manager, the CONTRACTOR shall facilitate and participate in a comprehensive assessment of existing evacuation zones and development of any new evacuation zones with the OA Participating Partner Agency representatives.
- v. **Deliverable 2B:** The CONTRACTOR shall deliver a revised final evacuation zone map to the COUNTY and OA Participating Partner Agencies. The final evacuation zone map will be delivered as an ESRI feature layer, as individual zone shapefiles for import into Everbridge, and integrated into the COUNTY's instance of *Genasys Protect EVAC*.
- vi. **Deliverable 3:** The CONTRACTOR shall work with the COUNTY and OA Participating Partner Agencies to identify and integrate third-party platforms (i.e., Everbridge, ESRI, Tablet Command) with *Genasys Protect EVAC* for real-time cross-platform information sharing.
- vii. **Deliverable 4A:** The CONTRACTOR shall deliver SaaS Software training modules and videos, training manuals, and software utilization and cross-jurisdictional evacuation coordination job-aids to the COUNTY and OA Participating Partner Agencies in advance of formal training for Authorized Users.

- viii. **Deliverable 4B:** The CONTRACTOR shall work with COUNTY to begin onboarding new Authorized Users and providing *Genasys Protect EVAC* user accounts.
- ix. **Deliverable 4C:** In coordination with the SBCOEM Project Manager, the CONTRACTOR shall deliver three (3) virtual trainings to Authorized Users. Training will include use of SaaS Solution and review of the job aids.
- x. **Deliverable 4D:** In coordination with the SBCOEM Project Manager, the CONTRACTOR shall deliver one (1) in-person “train-the-trainer” session for designated local trainers.
- xi. **Deliverable 5A:** In coordination with the SBCOEM Project Manager, the CONTRACTOR shall plan a multi-jurisdictional drill by identifying facilitators and delivering all necessary drill documentation, tools, and scripts.
- xii. **Deliverable 5B:** The CONTRACTOR shall deliver one (1) in-person multi-jurisdictional drill to the COUNTY and OA Participating Partner Agencies.
- xiii. **Deliverable 5C:** The CONTRACTOR shall integrate any lessons learned or identified improvements discovered during the course of the multi-jurisdictional drill into the SaaS Solution (when possible), training manuals and job aids. The CONTRACTOR shall provide finalized digital versions and a total of thirty (30) printed training manuals and sixty (60) job aids.
- xiv. **Deliverable 6:** The CONTRACTOR shall deliver templated and customizable community education and outreach materials on the *Genasys Protect* community website and mobile application to help drive community awareness and understanding of these tools.

H. Milestones

- i. The project implementation deliverables are grouped into the following two milestones:
 - a. **Milestone 1:** Deliverables 1A-1C, 2A, 2B and 3
 - b. **Milestone 2:** Deliverables 4A-4D, 5A-C, and 6
 - ii. Deliverables within Milestone 1 are to be completed within 5 months or sooner upon execution of this Agreement.
 - iii. Deliverables within Milestone 2 and any remaining one-time implementation, configuration, and integration services are to be completed within 9 months or sooner upon execution of the Agreement.
- I. **Suspension for Convenience.** COUNTY OEM Director or COUNTY Designated Representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the implementation of the SaaS Solution under this Agreement in whole or in part for up to 30 days. This includes temporary delay of approval and processing of any invoices submitted in accordance with the fee schedule in EXHIBIT B and ATTACHMENT B-1 of this Agreement. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

ATTACHMENT A-1

GENASYS SAAS SERVICES AGREEMENT

This SaaS Services Agreement (the "Agreement"), dated effective as of the date executed by the Customer's Board of Supervisors, is between **Genasys Inc.**, with a principal address at 16262 W Bernardo Drive, San Diego, CA 92127 ("Genasys") and the County of Santa Barbara, a political subdivision of the State of California, United States ("Customer").

RECITALS:

- A. Genasys has developed certain software that is available to access online as a subscription service, together with other software applications, content and materials provided by Genasys as part of the hosted Software system or otherwise.
- B. Customer desires to access and use the Genasys Software, and Genasys desires to provide such rights to Customer, subject to the terms and conditions of the County of Santa Barbara Agreement for Services of Independent Contractor, and of this Agreement (ATTACHMENT A-1).

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Genasys and Customer agree as follows:

AGREEMENTS:

1. General Definitions.

- (a) "Confidential Information" means the Software, Customer Data, technology, business plans and information, trade secrets, written materials marked as confidential and other information that is identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it.
- (b) "Customer Data" means all content, data and information generated by Customer and provided by Customer and its Users to Genasys, including through inputting into the Software, such as Personal Data and Notification contents. Customer Data does not include Feedback or data created by Genasys.
- (c) "Documentation" means Genasys' written or online user instructions and/or manual for the Software, as updated by Genasys from time to time.
- (d) "Feedback" means any suggestions, enhancement requests, complaints or other feedback from Customer or Users relating to the System or Genasys' Services.
- (e) "Malicious Code" means any virus, worm, trap door, back door, snoop-ware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.
- (f) "Personal Data" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail, identification numbers, financial account information, and personal health information. If applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.
- (g) "Quote" means a quote provided by Genasys and agreed to by Customer, for the provision of the Software and other Services to Customer. Quotes may be attached as an exhibit to this Agreement, but not doing so shall not affect their validity.

- (h) "Services" means Genasys' hosting services for the Software, onboarding services, Software support and maintenance, and any additional consulting, professional, or other services offered by Genasys to its customers as part of or in connection with the Software, including services provided under a separate statement of work ("SOW") or order form for which Genasys may charge a separate fee.
 - (i) "Software" means the hosted Genasys software that Customer is entitled to access and use under this Agreement, including updates, upgrades, enhancements, fixes, additional features, and other modifications provided by Genasys detailed in this Agreement. "Software" also includes any downloadable mobile applications and onsite software provided to Customer and its Users by Genasys.
 - (j) "Term" means the agreement terms as specified in the Customer's County of Santa Barbara Agreement for Services of Independent Contractor.
 - A. "Third-Party Offerings" means any applications, services, software (open source or proprietary), and other products owned by third parties that are incorporated into or interoperate with the Software.
 - (k) "Users" means individuals whose agency or entity is listed on ATTACHMENT A-2 of this Agreement and in writing post contract execution, and who are authorized by Customer and Genasys to access and use the Software and who have been provided user identifications and passwords by Customer.
2. Scope of Services. Genasys agrees to provide services to Customer in accordance with Customer's County of Santa Barbara Agreement for Services of Independent Contractor and EXHIBIT A. Customer's use of Genasys services is subject to this Agreement (ATTACHMENT A-1). To the extent there is a conflict between Genasys' SaaS Service Agreement and Customer's County of Santa Barbara Agreement for Services of Independent Contractor, the Customer's Agreement shall prevail.
3. Subscription to Software; Rights and Restrictions. Genasys grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, and solely for use by Users who are authorized under Exhibit A of this Agreement or a supplemental order or SOW agreed to by the parties. Customer and its Users will be provided online access to the Software and any related products and Services offered by Genasys that are made available online as part of the hosted Software. Customer is also granted a license to install and use downloadable or onsite Software at Customer's location(s), and in the case of mobile apps, a license to download and use such apps on the electronic devices of Customer's Users, subject to the terms of the Genasys end user license agreement for the apps. Hosted Software will reside either on Genasys' servers or on the servers of a third party that is in the business of hosting web- or cloud-based software applications (currently AWS). The Software is subject to the following terms and limitations:
- (a) Usage. Use of the Software is limited to Customer's own internal business. Customer may authorize Users to access and use the Software and related materials that Genasys makes available with the Software. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement. Genasys' representations, warranties and commitments set forth in this Agreement are made only to Customer, not to Users.
 - (b) Updates and Modifications. Customer acknowledges and agrees that the Software, Documentation and other materials that may be made available by Genasys as part of the Software may be updated and modified from time to time, in Genasys' sole and reasonable discretion. Updates to the Software will be made available to Customer at no additional charge; this does not include optional features or different versions of the Software for which Genasys has a separate charge. Customer agrees that its purchase of the Services is not contingent on Genasys' delivery of any particular future functionality or features in the Software.
 - (c) Restrictions. Customer will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, data programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it in order to build a competitive product or service, or copy any features, functions or graphics of the Software.
 - (d) Acceptable Use Terms. Customer agrees that it and its Users:
 - will not share the Software or its data with any unauthorized third party or user.

- will not use the Software in any manner that is unlawful or is prohibited by this Agreement, or that may damage, disable, overburden, or impair the Software or interfere with any other party's use and enjoyment of the Software.
- will not obtain or attempt to obtain any materials or information on or through the Software through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
- will not use any bots, spiders, page-scraping or other automated or manual processes or methods to copy or monitor this Software or any of its contents.
- will not upload to the Software any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.
- will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any other way use or exploit any of the content of the Software or other Provider Materials other than for their authorized purposes.
- will not delete or alter any proprietary rights or attribution notices in any content or Provider Materials obtained through the Software.

(e) Customer Responsibilities. Customer agrees to conduct only authorized business on the Software. Customer is responsible for any breach of these terms by its Users. Customer is responsible for its Users' compliance with the restrictions and other terms of this Agreement, and will promptly notify Genasys of any material breach by any of them. Customer is solely responsible for all content uploaded by it and its Users to the Software. Genasys may monitor the Software to verify compliance with this Agreement.

(f) Third-Party Offerings. The Software may contain features designed to interoperate with Third-Party Offerings. To use such features, Customer may be required to obtain access to such Third-Party Offering from its provider. If the provider of a Third-Party Offering ceases to make it available for use with the Software on terms acceptable to Genasys, Genasys may cease providing such features without entitling Customer to any refund, credit, or other compensation. If Third-Party Offerings are embedded in the Software (such as open source components) or provided by Genasys as an integrated part of the Software, they are governed by the applicable terms of this Agreement unless Genasys provides a separate third-party license or subscription agreement for such Third-Party Offerings to Customer. Third-Party Offerings are authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

4. Other Services.

(a) Technical Support and Maintenance. Genasys will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software. Genasys will provide Customer with telephone, email and/or web-based technical support and maintenance Services to assist Customer in utilizing the Software. Critical requests (Software system is down or unusable) will be addressed by Genasys on a 24/7 basis. Less critical requests will be addressed during Genasys' business hours. Genasys support personnel will use reasonable, good faith efforts to resolve material support issues in a timely manner. Genasys may update its support and maintenance policies from time to time, upon notice to Customer. Genasys is not responsible for problems caused by third-party software or services or by other causes outside of Genasys' reasonable control.

(b) Professional Services. Upon Customer's request and subject to a separate written order, SOW or Agreement addendum between the parties, Customer may purchase additional Services from Genasys. All such Services are subject to the terms and conditions set forth in such SOW, order or addendum as well as this Agreement. If there is a conflict, such SOW, order or addendum will have priority over the terms of this Agreement.

5. Ownership.

(a) Genasys Ownership. Genasys owns and retains all right, title and interest in and to the Software, Genasys' trademarks and service marks, Genasys' website and its contents, any custom developments, training and other written or electronic documents and materials provided by Genasys that relate to the Software, and all intellectual property rights in the foregoing ("Genasys IP"), subject to the rights granted in this

Agreement. Genasys IP may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by Genasys.

- (b) Data Ownership and License. As between the parties, Customer shall be the owner of the following items created or developed solely under this Agreement upon production, whether or not completed, including but not limited to: all local data collected and provided to Genasys, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, evacuation zones, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Genasys shall not release any of such items to other parties except after prior written approval of Customer. Customer shall deliver Customer Data to Genasys as reasonably requested by Genasys. Customer hereby grants to Genasys a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, fully paid-up license to use, reproduce, modify, prepare derivative works, distribute, sublicense, perform, display, and otherwise exploit Customer Data in connection with the Services and Genasys' business, including without limitation for the purpose of promoting and providing its Software and services to others. Genasys may use and share Customer Data with third parties and strategic partners as necessary or appropriate to provide the Services to Customer, to comply with Genasys' legal obligations, and to exercise its legal rights. In respect to any data provided by, created or developed for the Customer under this Agreement, Genasys agrees to request Customer written approval for any use and licensing of data as stipulated above in this section of the Agreement, and only when the data use is beyond typical or reasonably expected use. Typical data use includes sharing with the public and mutual aid resources any evacuation zones, zone status changes, road closures, evacuation shelters, etc., and sharing with strategic partners that are relevant to core software functionality. To the extent practicable, Genasys will seek prior approval for any other disclosures of Customer data.
- (c) Usage Data. The Software tracks metadata and other usage data and statistics related to Customer's and Users' use of the Software ("Usage Data") and provides such data to Genasys. Genasys shall own such Usage Data and may aggregate, use, distribute and sell Usage Data for any legal purpose, including without limitation to provide services, for marketing, and to improve the Software and Genasys' other products and services. Usage Data does not include any Personal Data, and except as otherwise provided herein, Genasys shall not provide such data to any third party unless it has been anonymized and/or aggregated with other customers' and users' data, so that it is not identifiable as to any individual or customer. Customer shall have access to all Usage Data and Genasys will provide this data in acceptable formats at no additional cost to the Customer.
- (d) Feedback. Genasys shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into Genasys' software, products and services. Genasys shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Customer in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback.

6. Fees.

- (a) Fees. Customer's access to the Software is subject to the Customer's County of Santa Barbara Agreement for Services of Independent Contractor, Schedule of Fees (ATTACHMENT B-1) and timely payment of the fees. Fees for the Services are based on the type of Software for which access rights are purchased, regardless of actual usage.
- (b) Taxes. Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Genasys' net income. If Customer is a tax-exempt entity, Customer shall provide a tax-exemption certificate to Genasys upon request.
- (c) Past Due Amounts. If any amounts owed by Customer are thirty (30) or more days overdue, Genasys may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) suspend Customer's access to the Software under Section 6(b); or (iii) terminate this Agreement under Section 6(c) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable.
- (d) Other. All amounts paid under this Agreement are payable in U.S. dollars. Payment obligations are non-cancellable and payments are non-refundable, other than as expressly set forth in this Agreement. All

amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding, except as may be required by law.

7. Term and Termination; Suspension.

- (a) Term. This Agreement begins and continues as specified in the Customer's County of Santa Barbara Agreement for Services of Independent Contractor.
- (b) Suspension. Genasys may suspend Customer's and its Users' access to the Software (i) upon ten (10) days' prior written notice and opportunity to cure the breach, if Customer is in material breach of this Agreement, including past-due fees; or (ii) immediately, if improper use of the Software is causing or is likely to cause material harm to the Software or to Genasys, or if there is an actual or suspected violation of law. Genasys will promptly notify Customer of the suspension. Genasys will limit a suspension under subsection (ii) to that which is reasonable under the circumstances.
- (c) Effect of Termination. Upon final termination of this Agreement, Customer will no longer have access to the Software. Customer will promptly pay all outstanding amounts owed to Genasys and, if this Agreement was terminated for cause by Genasys, any unpaid fees covering the remainder of the Term. The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive, including without limitation terms regarding payment, ownership, perpetual licenses, confidentiality, limitations of liability, indemnity and disclaimers.

8. Confidential Information.

- (a) Confidentiality Obligations. The receiving party of Confidential Information (i) shall not disclose any Confidential Information to any person other than its employees and independent contractors who have a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.
- (b) Legally Required Disclosures. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with a public records act, open records act or other similar laws or regulations; provided that (i) it gives the disclosing party, if legally permissible, reasonable prior notice of the disclosure request; and (ii) it reasonably cooperates with the disclosing party in any responses to such request, including any reasonable objections to the disclosure request. Where Customer is a governmental agency, Customer may disclose, pursuant to a public records act disclosure request, any information that appears on a publicly available website in static form. The parties acknowledge and agree, however, that the GIS-formatted database developed and made available online by Genasys as part of the Software is dynamic and Genasys' proprietary intellectual property and may be accessed by third parties only through such Software, and is not itself to be provided to third parties unless the parties agree, or it is so ruled by a court of competent jurisdiction, that disclosure of such GIS-formatted database is required by applicable law in a particular case. Where disclosure of the GIS-formatted database is required by law, Customer must obtain the recipient's written agreement to use it only for informational purposes and not for commercial purposes, unless such usage restrictions violate applicable law. The parties further acknowledge and agree that the data contained in this GIS-formatted database pertains to a serious public safety interest, including dynamic evacuation information for humans and animals during a public safety event, and includes data that is critical to the accurate accumulation, management and dissemination of life-saving evacuation information. Thus, where disclosure of the GIS-formatted database is or may be required by law, Customer shall redact or segregate the information contained in the GIS-formatted database to the extent that exact dynamic evacuation information cannot be obtained from the database so as to prevent public confusion on dynamic evacuation information during a public safety event.

9. Data Security.

- (a) Reasonable Safeguards. Each party will collect and process any Personal Data of individuals contained in the Customer Data in compliance with applicable data privacy and protection laws, statutes, and

regulations. Genasys agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data. Customer will also maintain commercially reasonable administrative, physical, and technical safeguards and processes for protecting the security and confidentiality of its Users' passwords and account IDs for the Software. Please refer to Genasys' privacy policy on its website, which informs users of Genasys' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.

- (b) Breach Notifications. Customer will promptly notify Genasys if any account IDs or passwords are compromised or unauthorized persons are accessing the Software. Genasys will promptly inform Customer if there is a material breach of the security or confidentiality of Personal Data in Genasys' possession or control. Genasys and Customer will coordinate and cooperate regarding informing any affected individuals and competent governmental authorities of a data breach as required under applicable laws and regulations.

10. Customer's Warranties. Customer represents and warrants to Genasys that:

- (a) Customer has full power and authority to enter into this Agreement and make the agreements specified herein.
- (b) Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data, into the Software or otherwise provide such Customer Data to Genasys. Customer Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Customer and its Users will not transmit any unauthorized data or content to Genasys or the Software.
- (c) Customer and its Users will use the Software only as permitted by applicable laws and regulations, including without limitation federal and state privacy laws, FCC laws, text messaging laws, and anti-spam laws. Customer agrees that it is Customer's sole responsibility to ensure that Customer and its Users are using the Software in a manner that does not violate any law or regulation.

11. Genasys Warranties and Disclaimers.

- (a) Genasys Warranties. Genasys warrants to Customer as follows:
 - (i) Genasys has full power and authority to enter into this Agreement and make the agreements specified herein.
 - (ii) Genasys warrants, from and after the go-live date of the Software for Customer, that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation.
 - (iii) Genasys will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.
 - (iv) Genasys will perform Services in a professional and workmanlike manner and in material compliance with the terms of the applicable Quote.
 - (v) Genasys will not share or disclose the Customer data in any manner to any third party without first obtaining the Customer's prior written consent.

Excluding those situations contained in section 7(b) of this Agreement, Genasys shall not suspend or disrupt the software service. Pursuant to Section 7(b) of this Agreement, if a suspension of service is necessary Genasys shall provide Customer with the appropriate notice herein provided.

- (b) Exclusions. Genasys' warranties exclude non-performance issues that result from (i) modification of the Software by Customer or any person or entity other than Genasys; (ii) defects or problems that are outside

the reasonable control of Genasys, including defects or damage resulting from use of the Software in other than its normal and authorized manner; (iii) Third-Party Offerings; or (iv) Customer's or its Users' failure to comply with due standards of care.

- (c) **Remedies.** In the event of a breach of any Genasys warranty, Customer shall contact Genasys within thirty (30) days of Customer's discovery of the breach, specifying the breach in reasonable detail. Customer's sole and exclusive remedies and Genasys' entire liability for breach of any warranty will be:
- (i) in the case of a breach of warranty with respect to the Software, at Genasys' option, Genasys will repair any material, reproducible defect in the Software, or replace the defective part with reasonably equivalent functionality. If Genasys is unable or fails to cure the warranty breach within a reasonable time, Genasys or Customer may, within three months of the initial occurrence of the breach, terminate this Agreement upon fifteen (15) days' prior written notice.
 - (ii) in the case of a breach related to other Services, Genasys shall, at its option, either re-perform the Service at no additional charge to Customer or refund to Customer the applicable fees for such Service.
- (d) **Limitation of Warranties.** Except as expressly set forth herein, **THE SOFTWARE AND ALL PRODUCTS AND SERVICES ARE PROVIDED BY GENASYS "AS IS" AND GENASYS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE**, whether arising by law, by reason of custom or usage of trade, or by course of dealing. Genasys does not warrant that the Software or its Services are error-free. Genasys is not responsible or liable for any problems or interruptions in the Software due to issues with third-party hosting services or Internet service providers. Open source copyright holders have no liability to Customer for any reason. Warranties are not transferable to a third party, other than in connection with a permitted assignment of this entire Agreement under Section 14.

12. Indemnification.

- (a) **Mutual Indemnity.** Each party (as the "Indemnifying Party") shall indemnify, defend, protect, hold harmless, and release the other, its officers, officials, employees and agents, from and against any and all claims, loss, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising out of any act, omission, or negligence of such indemnifying party or its officers, officials, employees, agents, subcontractors, or invitees. This indemnity provision survives this Agreement.

13. **Limitations of Liability.** **OTHER THAN ANY OBLIGATION TO INDEMNIFY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHER GENASYS MATERIALS, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. GENASYS IS NOT RESPONSIBLE FOR ANY DELAYS OR DELIVERY FAILURES WITH RESPECT TO THE SOFTWARE OR NOTIFICATIONS, OR ANY DAMAGES RESULTING FROM SUCH PROBLEMS. AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SOFTWARE. GENASYS SHALL NOT BE LIABLE FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM SOFTWARE NOTIFICATIONS (INCLUDING ANY ERRORS OR DELAYS) OR OTHER USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY ERRORS IN OR UNAVAILABILITY OF THE SOFTWARE. GENASYS' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED GENASYS' INSURANCE LIMIT OF \$3 MILLION DOLLARS.** Genasys' fees reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.

14. Publicity. Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and Genasys is permitted to include Customer's name on customer lists that may be posted on Genasys' website or provided to potential customers and other third parties.

15. Assignment. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Genasys. Genasys may elect to use third-party service providers to perform any of Genasys' obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.

16. General.
 - (a) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Customer of any restrictions on use of the Software or the scope of the rights granted by Genasys herein, may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
 - (b) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control (a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.
 - (c) Electronic Signatures; Signature Authority. A copy of this Agreement signed or delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The person accepting this Agreement and any related purchase orders on behalf of Customer represents that he or she has the authority to bind Customer to this Agreement.

ATTACHMENT A-2

AUTHORIZED SYSTEM USERS AND AGENCIES

1. Customer's direct employees and consultants who are authorized by Customer to access and use the Software.
2. Customer's affiliates that have agreed to a contract addendum with Genasys, making them subject to the terms of the Agreement.
3. For the Genasys Product EVAC Service: if Customer is a county governmental agency and wishes to share access to Genasys Product EVAC with other agencies within its county, the agencies listed below are approved by Genasys as Users, provided that such agencies must first agree to a contract addendum with Genasys making them subject to the terms of the Agreement. Customer reserves the right to add agencies to the list below post contract execution:

Agency Name:

Email Domain:

Santa Barbara County

CountyofSB.org

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid, for an approximately 48-month term (June 25, 2024 through June 30, 2028), a total contract amount not to exceed \$420,210. This term is contingent on Federal Emergency Management Agency (FEMA) approval of Homeland Security Grant Program (HSGP) funds for the procurement of the CONTRACTOR's software and services for Year 2 and Year 3, and the availability of general funding for Year 4. Should FEMA not approve HSGP funds for Year 2 and/or Year 3, and general funding is not available for Year 4, the Agreement terms and total contract amount shall be revised as follows:
- i. Approximately 12-month term (June 25, 2024 through June 30, 2025), a total contract amount not to exceed \$109,170.
 - ii. Approximately 24-month term (June 25, 2024 through June 30, 2026), a total contract amount not to exceed \$212,850.
 - iii. Approximately 36-month term (June 25, 2024 through June 30, 2027), a total contract amount not to exceed \$316,530.
- B. Payment for services shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services shall be based upon the satisfactory implementation, launch of, and ongoing access to the Software and Services, as defined in **ATTACHMENT B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **ATTACHMENT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the implementation and ongoing Software access and Services per the schedule specified in **ATTACHMENT B-1** (Schedule of Fees). These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **ATTACHMENT B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

ATTACHMENT B-1

SCHEDULE OF FEES

Activity/Deliverables	Schedule	Fee Amount
Start of SaaS Solution implementation services provided by CONTRACTOR	Within 30 days of execution of Agreement and upon submission by CONTRACTOR of a valid invoice	50% of \$103,680
Completion of training and asset preparation provided by CONTRACTOR and written confirmation by COUNTY that training and asset preparation has been satisfactorily completed	Within 30 days of written confirmation by COUNTY and upon submission of a valid invoice by CONTRACTOR	\$5,490
Completion of Milestone 1 : Inclusive of: Deliverables 1A, 1B, 1C, 2A, 2B, and 3	Whichever occurs first: 1. Upon written confirmation by COUNTY of the completion of Milestone 1 , and upon submission of a valid invoice by CONTRACTOR; or 2. Within 150 of days execution of this Agreement and upon submission by CONTRACTOR of a valid invoice.	Remaining 50% of \$103,680
Year 2 Software Access and Services (July 1, 2025-June 30, 2026)	Within 30 days of the start of Year 2 (July 1, 2025) and upon submission of a valid invoice by CONTRACTOR	\$103,690
Year 3 Software Access and Services (July 1, 2026-June 30, 2027)	Within 30 days of the start of Year 3 (July 1, 2026) and upon submission of a valid invoice by CONTRACTOR	\$103,690
Year 4 Software Access and Services (July 1, 2027-June 30, 2028)	Within 30 days of the start of Year 4 (July 1, 2027) and upon submission of a valid invoice by CONTRACTOR	\$103,690

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

Each party (COUNTY and CONTRACTOR) shall indemnify, defend, protect, hold harmless, and release the other, its officers, officials, employees and agents, from and against any and all claims, loss, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising out of any act, omission, or negligence of such indemnifying party or its officers, officials, employees, agents, subcontractors, or invitees. This indemnity provision survives this Agreement.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of

electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL 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 can 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 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – CONTRACTOR shall provide 30 days advanced written notice of cancellation.
4. **Waiver of Subrogation Rights** – 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 effect 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.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – Upon request, CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. Upon request, the CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. Upon execution of this Agreement, and in the event legal action is taken against the COUNTY, the COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required

insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

FEDERAL PROVISIONS

REMEDIES FOR NONCOMPLIANCE

- A. In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:
- i. Require payments as reimbursements rather than advance payments;
 - ii. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - iii. Require additional, more detailed financial reports;
 - iv. Require additional project monitoring;
 - v. Requiring CONTRACTOR to obtain technical or management assistance; or
 - vi. Establish additional prior approvals.

EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of this Agreement, CONTRACTOR agrees as follows:
- i. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

- A. CONTRACTOR shall file the required certification attached as Exhibit E, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpgprogram>.

CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:
 - i. The date, nature, and circumstances of the conduct regarded as a change;
 - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
 - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
 - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;

- What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either –
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii. Countermand any communication regarded as a change; iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iii. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - In the contract price or delivery schedule or both; and
 - In such other provisions of the Agreement as may be affected.
 - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

ACCESS TO RECORDS

- A. The following access to records requirements apply to this Agreement:
- i. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

- A. CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

- A. This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

- A. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

MANDATORY DISCLOSURE

- A. CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR section 200.471.

EXHIBIT E

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date