

**MEMORANDUM OF AGREEMENT
BETWEEN
SANTA BARBARA COUNTY OFFICE OF EMERGENCY MANAGEMENT
AND
[JURISDICTION/AGENCY NAME]
REGARDING ACTIVATION OF THE READY SBC ALERTS SYSTEM AND ACCESS TO
AND USE OF EMERGENCY ZONE MAPPING SOLUTION**

THIS MEMORANDUM OF AGREEMENT (hereafter “Agreement”) is made by and between the Santa Barbara County Office of Emergency Management, with an address at 4408 Cathedral Oaks Rd., Santa Barbara, CA 93110 (hereafter “SBC OEM”), and [JURISDICTION/AGENCY FULL NAME], with an address at [PHYSICAL ADDRESS] (hereafter “SHORT AGENCY NAME”), wherein SBC OEM and SHORT AGENCY NAME (the “parties”) agree:

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions for 1) activation processes of the County’s ReadySBC Alerts system powered by Everbridge and 2) access to and use of emergency zone mapping solution powered by Genasys EVAC (hereafter “Genasys EVAC”); and

WHEREAS, the County ReadySBC Alerts system allows for rapid dissemination of public alerts during emergencies and includes the following delivery methods: email; text message; voice phone calls; TTY/TDD for the deaf and hard of hearing; Nixle text message and email; Integrated Public Alert and Warning System (“IPAWS”) Wireless Emergency Alerts (“WEA”) and Emergency Alert System (“EAS”) notifications; and

WHEREAS, Genasys EVAC features 1) local, state, and federal sourced decision support data via a map-based platform to aid public safety agencies during emergencies, 2) pre-identified emergency zones that support streamlined protective actions decisions, such as evacuations and sheltering in place, and 3) a public-facing emergency zones map accessed via an online browser and mobile app; and

WHEREAS, SBC OEM is the Santa Barbara County Operational Area (SBC OA) emergency alerting authority and is responsible for overseeing local emergency alerting policies and standard operating procedures (SOPs), maintaining alerting software and hardware, training a cadre of qualified alert originators, and along with Sheriff’s Dispatch staff, disseminates alerts to inform the public of imminent or occurring hazards and necessary protective actions; and

WHEREAS, SBC OEM is the implementation and administrative agency of Genasys EVAC. SBC OEM is responsible for system and data management, contract management, development and maintenance of policies and SOPs, monitoring of appropriate use, and granting access to authorized public safety agencies and jurisdictions within the Santa Barbara SBC OA; and

WHEREAS, SBC OA cities, special districts, and other agencies charged with public health and safety responsibilities may request activation of the County ReadySBC Alerts system when a hazard or incident poses a threat to the community and protective actions are necessary to protect life and property; and

WHEREAS, the term “internal user access” refers to agencies utilizing SBC OEM’s instance of Genasys EVAC to facilitate internal and multi-jurisdictional, all-hazards protective action decision-making and convey those decisions to public safety partners, emergency alert originators, and the public; and

WHEREAS, **SHORT AGENCY NAME** recognizes Genasys EVAC is intended to enhance capabilities to quickly and effectively convey protective action decisions to co-responders and the public, and is not intended to replace or address gaps in planning efforts; and

WHEREAS, **SHORT AGENCY NAME** seeks to establish an agreement with SBC OEM in the event **SHORT AGENCY NAME** wishes to activate the County ReadySBC Alerts system, and to directly access and utilize Genasys EVAC.

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

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by this reference.
2. **DESIGNATED REPRESENTATIVE.** Kelly Hubbard, Director of the Santa Barbara County Office of Emergency Management (phone number (805) 681-5526), is the representative of SBC OEM and will administer this Agreement for and on behalf of SBC OEM and the SBC OA. **XXNAMEXXXX** (phone number **XXXXXX**), **XXXTITLEXXX** is the authorized representative for **SHORT AGENCY NAME**. Changes in designated representatives shall be made with advance written notice to the other party and does not require amendments to this Agreement.
3. **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 SBC OEM: Office of Emergency Management Director
County of Santa Barbara
4408 Cathedral Oaks Road
Santa Barbara, CA 93110
Email: oem@countyofsb.org

To **XXXXXX**: **XXXXXX**
Email:

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.

4. **TERM AND AMENDMENTS.** This Agreement is effective on the date of the last signature and shall remain in place until either party wishes to revise it or terminate it. Either party may terminate the Agreement in part or in whole for any reason with a 90-day written notification to the other party. Where applicable, the informing party must specify if the Agreement termination is related to County ReadySBC Alerts activation,

the Genasys EVAC system, or both. Any significant revisions to this Agreement will be communicated and coordinated between the designated representatives and result in a newly signed Agreement or amendments.

A. **State/Federal Agencies, Special Districts, and Cities with municipal law and fire departments:** If XXXXXX decides to terminate this Agreement, a written notification must be received by SBC OEM at least 90 days in advance of the intent to terminate. Termination of this Agreement may include 1) the intent to no longer request activation of the County ReadySBC Alerts system and/or 2) no longer utilizing Genasys EVAC for protective action decision-making and public mapping purposes.

- i. XXXXXX will be responsible for any potential costs with transferring XXXXXX's data to them, if requested by XXXXXX.
- ii. At the time of written notification for termination, XXXXXX must also indicate if they will continue utilizing the pre-identified emergency zones and move this data into another map-based platform or will rescind their agency's pre-identified emergency zones.
- iii. If termination includes no longer using the Genasys EVAC system, XXXXXX agrees to allow their zone (if zones will remain the same in another platform) and jurisdictional data to remain within Genasys EVAC system. This information will be utilized by the County and partner agencies to support XXXXXX alert requests, mutual aid concepts, and situational awareness only. County agrees to remove zones and data from Genasys public-facing maps.
- iv. XXXXXX must also issue a public statement notifying residents and stakeholders of the intent to terminate use of the County ReadySBC Alerts system and/or Genasys EVAC platform as soon as possible and within 30 days of the Agreement termination date. Notifications shall include where to find emergency zone information, how to receive local alerts from that agency, and other considerations for that agency during an emergency.
- v. These Agreement clauses do not apply in the event the County terminates its contract with Genasys and transitions all emergency zones and data to another platform.

B. **Cities with contracted County Fire and Sheriff's Office services:** If XXXXXX decides to terminate this Agreement, a written notification must be received by SBC OEM at least 90 days in advance of the intent to terminate. Termination of this Agreement may include, but is not limited to, 1) the intent to no longer request activation of the County ReadySBC Alerts system and/or 2) no longer utilizing Genasys EVAC for protective action decision-making and public mapping purposes.

- i. XXXXXX will be responsible for any potential costs associated with transferring the agency's data to them, if requested by XXXXXX.
- ii. At the time of written notification for termination, XXXXXX must also indicate if they will continue utilizing the pre-identified emergency zones and move this data into another map-based platform or will rescind their jurisdiction's pre-identified emergency zones.
- iii. If termination includes no longer using the Genasys EVAC system,

XXXXXX agrees to allow their zone (if zones will remain the same in another platform) and jurisdictional data to remain within Genasys EVAC system. This information will be utilized by the County and partner agencies to support XXXXXX alert requests, mutual aid concepts, and situational awareness only. County agrees to remove zones and data from Genasys public-facing maps.

- iv. If the decision to terminate this Agreement includes rescinding pre-identified emergency zones for a City with County contracted public safety services, XXXXXX agrees to consult and reach a consensus with County Fire and/or Sheriff's Office leadership on this decision and any alternatives. County Fire and Sheriff's Office may have contractual stipulations with the city on adequate pre-planning, protocols, and response tools in order to fulfill public safety duties, including those related to emergency and disaster response efforts.
- v. XXXXXX must also issue a public statement notifying residents and stakeholders of the intent to terminate use of the County ReadySBC Alerts system and/or Genasys EVAC platform as soon as possible and within 30 days of the Agreement termination date. Notifications shall include where to find emergency zone information, how to receive local alerts from that agency, and considerations for that agency during an emergency.
- vi. These Agreement clauses do not apply in the event the County terminates its contract with Genasys and transitions all emergency zones and data to another platform.

C. If the County terminates the use of Genasys EVAC or Genasys EVAC agreement expires and is not renewed:

- i. SBC OEM will coordinate with County Fire and Sheriff's Office to make formal recommendations for contract termination or planning upon expiration and non-renewal of the Genasys EVAC agreement. These County departments may consult with XXXXXX and other impacted agencies prior to making any formal recommendations, but the County retains all rights to make final contract termination decisions.
- ii. In the event of a contract termination or non-renewal decision, XXXXXX will be informed in writing and provided initial transition timelines. All attempts will be made to provide as much transition time as possible. SBC OEM will facilitate meetings with XXXXXX and other impacted partners to discuss data and records transfer, coordinated public and stakeholder notification, and any modifications to alerting and mapping software or workflows.
- iii. The County may offer to coordinate and provide access to an alternative countywide map-based emergency zone mapping and/or public information software solution and establish a new MOA with XXXXXX. However, the County is not required to provide an alternative software solution. If the County does not offer an alternative software solution, XXXXXX understands it is responsible for pursuing their own data, mapping, and public information solutions at their discretion.

5. **AGENCY/JURISDICTION RESPONSIBILITIES ATTESTATION.** Attachment A of this Agreement requires the signatory for XXXXXX to attest to and comply with Agency/Jurisdiction core responsibilities that are critical to countywide unity, standardization, and successful coordination on alerting concepts and the Genasys EVAC system.
6. **COUNTY OF SANTA BARBARA PUBLIC ALERT AND WARNING POLICY.** XXXXXX agrees to abide by the County of Santa Barbara Public Alert and Warning Policy when requesting alerts be sent on their behalf through the ReadySBC Alerts system, as well as access and authorized use guidelines for Genasys EVAC. SBC OEM coordinates updates to this policy on an annual basis or as needed and will distribute updated versions to stakeholders. The policy includes but is not limited to:
- A. Accessing decision-support data, GIS layers, and hazard simulation features within the Genasys EVAC internal user platform;
 - B. Coordinating protective action decision consensus with co-responding agencies and jurisdictions, including any contract Cities;
 - C. Confirming verbal and/or written approval from decision-makers (i.e., field Incident Commander, Risk Decision Teams);
 - D. Submitting a request for activation of the ReadySBC Alerts system (including any Wireless Emergency Alerts), and general processes for activation of the public-facing emergency zones map based on County, City, special district, and key partner agency protocols;
 - E. XXXXXX will be responsible for publishing any incident specific sheltering locations, traffic control points, road closures, or other emergency information as appropriate on the Genasys EVAC public-facing emergency zones map.
 - F. XXXXXX will be responsible for initiating and analyzing any hazard simulation features and data in Genasys EVAC in accordance with their emergency response protocols.

Additionally, XXXXXX recognizes that Genasys EVAC is not an emergency alerting tool. Genasys' public-facing emergency zone map is intended to visually support emergency alerts. Therefore, the utilization of Genasys EVAC requires all cooperating agencies to still take separate action to address emergency alerting and public notification, including working closely with County Sheriff Dispatch and SBC OEM to coordinate primary emergency alerting processes when needed.

7. **AB 1638 REQUIREMENTS AND PRE-SCRIPTED BILINGUAL ALERT AND WARNING MESSAGES.** XXXXXX recognizes and is familiar with California Assembly Bill (AB) 1638 requirements for providing timely, accurate, and accessible emergency information to all residents in English and any other locally prevalent non-English languages. Per the American Community Survey 5-Year Data (2019-2023), all jurisdictions within Santa Barbara County meet the 5% population threshold for Spanish speakers that speak English "less than very well". Therefore, agencies/jurisdiction are required to provide emergency information in at minimum English and Spanish to comply with AB 1638. Agencies are required to review language requirements every 5 years. To this end, XXXXXX agrees to utilize SBC OEM provided pre-scripted bilingual English/Spanish alert and warning messages

when activation of the ReadySBC Alerts system is requested. The pre-scripted messages may also be utilized for other incident communications such as social media, websites, etc. Additionally, Agencies will utilize identical bi or multilingual messages within Genasys EVAC. XXXXXX recognizes these scripts have been vetted for compliance with federal Code of Regulation requirements, California State Alert and Warning guidance, and best practices. Ultimately, compliance with AB 1638 is the responsibility of XXXXXX.

LANGUAGE FOR AGENCIES WITH OWN ALERT SYSTEM: XXXXXX
recognizes and is familiar with California Assembly Bill (AB) 1638 requirements for providing timely, accurate, and accessible emergency information to all residents in English and any other locally prevalent non-English languages. Per the American Community Survey 5-Year Data (2019-2023), all jurisdictions within Santa Barbara County meet the 5% population threshold for Spanish speakers that speak English “less than very well”. Therefore, agencies/jurisdiction are required to provide emergency information in at minimum English and Spanish to comply with AB 1638. Agencies are required to review language requirements every 5 years. At their discretion, XXXXXX may utilize SBC OEM provided pre-scripted bilingual English/Spanish alert and warning messages to help them meet these requirements. It is best practice to utilize identical messages throughout all public information methods, including emergency mapping. XXXXXX recognizes these scripts have been vetted for compliance with federal Code of Regulation requirements, California State Alert and Warning guidance, and best practices. Ultimately, compliance with AB 1638 is the responsibility of XXXXXX.

- A. In the event XXXXXX identifies other non-English speaking communities that make up 5% or more of their jurisdiction or service territory population (e.g., Mixteco speakers), XXXXXX is responsible for coordinating and providing translated emergency alerting language and messaging to SBC OEM or Sheriff’s Dispatch personnel for alerting and emergency mapping purposes.
- B. In the event XXXXXX has an incident that falls outside of the SBC OEM pre-scripted alert and warning messages, that agency is responsible for coordinating and providing multilingual (English and Spanish required, as well as other languages as identified in 8.A.) alerting language and messaging to SBC OEM or Sheriff’s Dispatch personnel for alerting and emergency mapping purposes.
- C. XXXXXX recognizes that any time it can pre-identify additional languages and/or additional incidents outside of SBC OEM’s pre-scripted alert and warning messages in which they can provide 8.A. and/or 8.B. in advance can significantly increase the speed of which alerts can be sent to the public.

8. UNIFIED PUBLIC EDUCATION

- A. XXXXXX recognizes the importance of collaborative public education and information efforts to reach all segments of the community with a unified message. XXXXXX agrees to promote ReadySBC Alerts and Genasys EVAC as Santa Barbara County’s primary alert and warning system and emergency zone mapping solution, respectively.

LANGUAGE FOR AGENCIES WITH OWN ALERT SYSTEM: XXXXXX
recognizes the importance of collaborative public education and information efforts to reach all segments of the community with a unified message. XXXXXX plans to continue utilizing and promoting their own alerting system to their public audience and will promote Genasys EVAC as Santa Barbara County's primary emergency zone mapping solution. XXXXXX is encouraged to also promote or share information on ReadySBC Alerts with their public audience that may live or work in other parts of the county.

- B. XXXXXX agrees to coordinate with SBC OEM on utilization of approved key messages, public education assets, website content and materials that are consistent with ReadySBC branding guidelines.
- C. SBC OEM agrees to host the Genasys EVAC public-facing emergency zones map 24/7/365 on the County's www.ReadySBC.org website. Additionally, Agencies can embed or post a link to the emergency zones map on their own website. During an incident, Agencies can:
 - i. Direct residents to access the map by navigating to www.ReadySBC.org. However, XXXXXX is responsible for contacting the SBC OEM Duty Officer to request posting of active incident specific information on www.ReadySBC.org in accordance with the County Public Alert and Warning policy; or
 - ii. Embed or post a link to the emergency zones map on their own website and direct residents to access the map and incident specific information only on their site.

9. ASSOCIATED COSTS.

- A. The Everbridge software powering the ReadySBC Alerts system is currently funded by the County's General Fund. There is no associated cost to XXXXXX with requesting emergency alert notifications from the County.
 - i. Should funding be cancelled, or not approved for future years, the County may request a cost share with participating agencies or may choose to cancel the program.
- B. *Remove if not applicable: Agencies with their own alerting software: XXXXXX funds any contracts and staffing pertaining to their alerting software and program. There is no expectation that SBC OEM or the County shares in the cost of XXXXXX's alerting software and program.*
- C. The Genasys EVAC software-as-a-service is currently funded for 4 years (FY 24/25 through FY 27/28) through the Homeland Security Grant Program (HSGP).
 - i. Should Homeland Security Grant funding be cancelled, or not approved for future years, the County may request a cost share with participating agencies or may choose to cancel the program.
- D. Any costs associated with each party's role in executing, implementing, and maintaining the requirements and responsibilities stated within this Agreement are the responsibility of each respective party. Should there be associated costs

related to third-party software enhancements, data coordination, etc., the parties agree to discuss potential mutual benefits and the possibility of a cost-share agreement.

- E. Should funding considerations change, SBC OEM will work with participating agencies to amend this agreement, and terms as discussed and agreed to at that time.

10. INDEMNIFICATION AND INSURANCE. *(Remove provision for County Departments)* In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

- 11. NON-ASSIGNMENT.** The parties shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, 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.
- 12. SECTION HEADINGS.** The headings of 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.
- 13. SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be found 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.
- 14. 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.

15. **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.
16. **COMPLIANCE WITH LAW.** Each party 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.
17. **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 the federal district court nearest to Santa Barbara County, if in federal court.

*Alternative Language for Federal Partners (local and state partners delete):
This Agreement shall be governed by Federal law, as it involves the United States government as a signatory/party. Any litigation regarding this Agreement or its contents shall be filed in federal district court nearest to Santa Barbara County.*
18. **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.
19. **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.
20. **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.

(Signatures on following page.)

Memorandum of Agreement between the Santa Barbara County Office of Emergency Management and the **XXXXXX** Regarding Activation of the ReadySBC Alerts System and Access To and Use of Emergency Zone Mapping Solution.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the last date of signature below.

**SANTA BARBARA COUNTY OFFICE
OF EMERGENCY MANAGEMENT:**

XXXXXX :

By: _____
Kelly Hubbard
SBC OEM Director

By: _____
XXXXXX
XXXXXX

Date:

Date:

APPROVED AS TO FORM:
Gregory Milligan
Risk Management

By: _____
Risk Manager

Date:

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

Date:

Attachment A

[Agency/Jurisdiction] Responsibilities Attestation

General Requirements

1. Use of California Standard Statewide Evacuation Terminology

XXXXXX is responsible for utilizing California Governor's Office of Emergency Services (CalOES) standardized emergency terminology and definitions (per CalOES Memo dated 5/15/2020) for evacuation and other protective action communications, ensuring consistency and clarity in emergency messaging across agencies and jurisdictions.

Initials: _____

2. Assigned Point of Contact (POC)

XXXXXX is responsible for assigning a designated Point of Contact that will coordinate with the SBC OEM Alerting Administrator on user access, data management, training and exercise activities, and more. The POC will be XXXXXX's primary contact for alerting and emergency zone mapping concepts and responsible for actively coordinating and communicating with the SBC OEM Alerting Administrator on a continuous basis. If the POC changes, XXXXXX will notify the SBC OEM Alerting Administrator within 3 days.

Initials: _____

3. Participation in County User Group

For purposes of ongoing administration, coordination, and continuous improvement, an Alerting and Emergency Zone Mapping User Group will be maintained and led by the SBC OEM Alerting Administrator. The Assigned POC will participate in the User Group as a standing member with authority to represent XXXXXX on needs and issues related to alerting and emergency zone mapping systems. The User Group shall meet on a quarterly basis or more often as needed to coordinate ongoing administration, after-action activities, training, public outreach, any modifications to this Agreement, processes, guidelines and job aids.

Initials: _____

Data and Technological Management and Security

4. Local Data Management

XXXXXX is responsible for maintaining and updating decision-support data specific to their jurisdictional emergency zones within the Genasys EVAC system. XXXXXX will review their data and make any necessary changes at minimum every 2 years, to reflect the development of new infrastructure and homes, and following major emergencies as needed. SBC OEM will provide support and coordination for

maintaining and updating data that is applicable countywide. Types of data including but not limited to:

- Pre-identified evacuation critical facilities
- Critical infrastructure (e.g., shelters, hospitals)
- Traffic control points
- Zone-specific information, such as “Commonly Known As” information, zone boundary descriptions, and “Special Considerations”
- New residential or commercial development considerations

Initials: _____

5. Technological Management

Technological evaluation of the Genasys EVAC solution by County IT was conducted during the Request for Proposal (RFP) process to determine compatibility with the County’s existing computing environment. The County has taken an assertive technological posture to mitigate cybersecurity and privacy risks. However, XXXXXX is responsible for conducting due diligence to determine if the Genasys EVAC solution is compatible with their existing technological environment. XXXXXX is responsible for coordinating with its IT personnel to gather user account information, identify permission and role controls, and support County required security measures (i.e. password controls) as identified in SBC OEM policies and procedures governing implementation, access to, and use of the Genasys system.

Initials: _____

6. Data Integrity and Security

XXXXXX recognizes that the County of Santa Barbara’s instance of the Genasys EVAC system is populated with hyper-local data that includes the locations of critical facilities and vulnerable populations. This includes sensitive locations that are not publicly disclosed for safety and security purposes, such as shelters for domestic violence and human trafficking survivors. No personally identifiable information (PII) will be stored within Genasys EVAC. XXXXXX is responsible for taking reasonable measures to protect the security of the Genasys EVAC system and any data accessed or inputted into the system. This includes preventing unauthorized access, data loss, or alteration. Agency’s POC agrees to immediately notify the SBC OEM if they suspect security breaches, unauthorized access of their team member accounts or related systems, or they identify technical issues.

Agency will terminate individual user access for inappropriate use of system, lack of protection of data integrity and security, or if the User no longer requires access due to a change in job responsibilities.

Initials: _____

7. Procurement and Maintenance of Hardware and Devices

XXXXXX is responsible for maintaining the necessary hardware and devices

required by XXXXXX to utilize the Genasys EVAC system, including computers, mobile devices, and any associated equipment needed for operational use.

Initials: _____

8. Security Breach Reporting

XXXXXX is required to report to the County POC any suspected or known security breaches to hardware with user accounts or to user accounts as soon as possible, and no later than 24 hours. XXXXXX agrees to cooperate with the County on any follow-up steps to ensure security is maintained.

Initials: _____

Management & Users of System

9. Genasys EVAC Internal User Role Permissions

- o XXXXXX will be granted access to internal user role permission options in the Genasys EVAC system as identified in SBC OEM policies and procedures governing implementation, access to, and use of the Genasys system. XXXXXX's Assigned POC is responsible for assigning role permissions to their internal users based on internal policies and protocols for the coordination and execution of emergency protective actions within their jurisdiction.

Initials: _____

10. Data Changes Made by Agency Internal Users

XXXXXX acknowledges that internal users will be able to view data inputted by all other Santa Barbara County agencies and jurisdictions utilizing Genasys EVAC. Based on their role permissions users may have the ability to make data changes, submit Internal Status Notifications, or make zone status changes live on the public-facing emergency zones map for all Santa Barbara County zones. XXXXXX will ensure that their internal users:

- Do not make temporary (i.e. incident) changes to areas outside their own jurisdiction's data and zones unless specifically requested by the outside jurisdiction, such as during an incident when in Unified Command.
- Do not make changes to XXXXXX's data and zones outside of emergencies (aka "blue skies") unless expressly authorized to do so by XXXXXX's leadership and/or XXXXXX's Genasys EVAC POC.
- If they make any temporary changes to XXXXXX's data and zones in the course of an emergency, internal users are responsible for restoring the data and zones to original settings.
- Do not make permanent changes to data within the system that is considered county-wide baseline data, without express authorization and approval of their Agency POC AND SBC OEM Genasys Administrator, including but not limited to zone boundaries and descriptions and county-identified facilities (e.g. TEPs, Shelters, Hospitals) within that agencies jurisdiction.

Initials: _____

11. Management of Internal Users

XXXXXX is responsible for managing its own internal users within the Genasys EVAC system, including:

- Maintaining a roster of current internal users and their role permissions.
- Coordinating with the SBC OEM Alerting Administrator to add and remove internal users and update role permissions for internal users.
 - This includes timely notification to terminate internal user access as needed. Timely notification means advance notification of the internal user's separation date from the agency whenever possible, but no later than 24 hours after a user's separation.
 - If there are any concerns about potential unauthorized or inappropriate access and use by a current internal user, XXXXXX will contact the SBC OEM Duty Officer immediately to request the user's account be disabled.
- Assigning appropriate roles based on internal user responsibilities and functions.
- Providing any technological devices or internet service capabilities to internal users in order to access the Genasys EVAC when performing duties in the field or assigned work locations.
- Ensuring its internal users are authorized to use Genasys EVAC on behalf of XXXXXX in accordance with assigned duties.

Initials: _____

12. Agency Policy and Job Aids

XXXXXX will create agency-specific internal policies, job aids, SOPs, or supporting documents on alerting coordination and Genasys EVAC utilization addresses the following minimum element:

- Agency personnel positions that will have access to the Genasys EVAC and at what role permission
- Agency personnel positions that are authorized to request activation of the ReadySBC Alerts system (*or their own alert system*)
- Protocols for protective action decision-making
- Who is the authority to approve protective actions
- English and non-English languages information will be disseminated in accordance with AB 1638 requirements and/or established agency language accessibility policies and plans.

Agency-specific documents will be consistent with the County Alert and Warning Policy, SBC OEM will provide job aid templates and other support resources as developed. SBC OEM provided job aids address step-by-step instructions for requesting activation of the ReadySBC Alerts system and utilizing Genasys EVAC. XXXXXX is responsible for distributing printed and digital copies of the most current job aids to agency personnel. SBC OEM will provide final digital copies via a shared web-based file system that can be accessed by the POC and designated XXXXXX representatives only. XXXXXX will coordinate with the SBC OEM Alerting Administrator on any updates to job aids periodically and as needed.

Initials: _____

13. Training Requirements

XXXXXX is responsible for managing and tracking internal user completion of required training prior to Genasys EVAC access, including but not limited to:

- System navigation,
- Data entry and preservation protocols,
- Security and safety considerations for the system,
- User roles and responsibilities, as well as capabilities,
- Activation and management of emergency alerts and emergency zone map changes.

XXXXXX is responsible for providing training as identified in SBC OEM policies and procedures governing implementation, access to, and use of the Genasys system. This includes ensuring their internal users understand their role and responsibilities within the Genasys EVAC system and requesting processes for ReadySBC Alerts. These training courses will be in alignment with SBC OEM provided training materials. SBC OEM may provide additional hands-on training on a periodic basis to participating agencies and jurisdictions.

Initials: _____

AGENCY USING COUNTY ALERTING SUPPORT

14. Requesting ReadySBC Alerts and Publishing Zone Status Changes, Shelter Locations, and Traffic Control Points on Public-Facing Genasys Emergency Zones Map

XXXXXX retains all responsibility to determine protective actions and to inform their residents appropriately within agreed upon protocols and policies, including how Genasys is utilized for this purpose and coordination of emergency alerts with the County.

XXXXXX is responsible for publishing any incident specific sheltering locations, traffic control points, and road closures directly on the public-facing emergency zones map.

XXXXXX is responsible for initiating and analyzing any hazard simulation features and data in Genasys EVAC in accordance with their emergency response protocols.

Initials: _____

OR AGENCY USING THEIR OWN ALERTING SOFTWARE

15. Publishing Zone Status Changes, Shelter Locations, and Traffic Control Points on Public-Facing the Genasys Emergency Zones Map

XXXXXX retains all responsibility to determine protective actions and to inform their residents appropriately within agreed upon protocols and policies, including how

Genasys is utilized for this purpose and coordination of emergency alerts with the County as needed.

XXXXXX is responsible for publishing any incident specific sheltering locations, traffic control points, and road closures on the public-facing emergency zones map.

XXXXXX is responsible for initiating and analyzing any hazard simulation features and data in Genasys EVAC in accordance with their emergency response protocols.

By signing below, the signatory for XXXXXX acknowledges and agrees to the responsibilities set forth in the Attachment A Attestation on behalf of XXXXXX:

Full Name: _____

Signature: _____

Date: _____