

CONTRACT MA-060-25010178
 With
 Everbridge, Inc.
 For
 Public Mass Notification System

This Contract MA-060-25010178, for the procurement of an Public Mass Notification System (PMNS), (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of Orange County Sheriff Department, OCSD, (hereinafter referred to as "County/Client,") and Everbridge, Inc., with a place of business at 155 N. Lake Ave., Suite 900, Pasadena, CA 91101-1849, (hereinafter referred to as "Contractor,") with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties"

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A-Scope of Work
 Attachment B- Compensation and Pricing Provisions
 Attachment C-Staffing Plan
 Attachment D - Software Products – Maintenance and Support
 Attachment E – Acceptance and Testing Procedures
 Attachment F – Training
 Attachment G – Functional Requirements

Exhibit I

RECITALS

WHEREAS, Contractor and County are entering into this Contract for the procurement of a Public Mass Notification System under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for the procurement of a Public Mass Notification System as set forth herein, and Contractor represented that it is qualified to provide a Public Mass Notification System to the County as further set forth here; and

WHEREAS, Contractor agrees to provide a Public Mass Notification System to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for a Public Mass Notification System with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

- **Administrator:** Government official, employee or agency responsible for the day-to-day responsibility and oversight for the mass notification system, including design, development, coordination, implementation, monitoring and evaluation.
- **Application program interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- **Coding Accuracy Support System (CASS):** Coding Accuracy Support System (CASS) is a certification system from the United States Postal Service (USPS) for address validation.
- **Cyber-protection:** The prevention of damage to, unauthorized use of, or exploitation of, and, if needed, the restoration of electronic information and communications systems and the information contained therein to ensure confidentiality, integrity, and availability. Includes protection and restoration, when needed, of information networks and wireline, wireless, satellite, public safety answering points, and 911 communications systems and control systems.
- **Data:** Any information, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the goods/services pursuant to this Contract, including but not limited to email addresses, telephone numbers, and geo-coded E911 data. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Personal Data shall include personal information, as defined by Civil Code Section 1798.3.
- **Data Breach:** Any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law
- **Documentation:** The term "Documentation" shall mean, with respect to any particular items: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to such items, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.
- **ESRI mapping:** (Environmental Systems Research Institute) is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications.
- **Geo-coding:** Provide geographical coordinates corresponding to (a location).
- **Geo-targeting/targeted:** The practice of delivering content to a user based on his or her geographic location.
- **Human Error:** Any action or inaction on the part of a Contractor's employee or agent that prevents the accomplishment of the goods'/services' intended functions and the services specified in the Scope of Work.
- **IPAWS:** FEMA's Integrated Public Alert and Warning System (IPAWS) is an internet-based capability that federal, state, local, tribal, and territorial authorities can use to issue critical public alerts and warnings.
- **Notification:** A communication distributed to the public and internal responders/relevant personnel that contains important, timely, accurate, and accessible information regarding an actual or potential emergency or incident, including the cause, size and current situation thereof; resources committed and response status of the emergency management organization; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected). Categories of notification may include: update, alert, advisory, activation, watch or warning.
- **Registrant:** Member of the public who is enrolled or enrolling in the system.

- **Security Incident:** The potentially unauthorized access to Personal Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of the County's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
- **Solutions:** Contractor's proprietary interactive communication services that the end-user Client has licensed access to.
- **Technical Failure:** A malfunction in the vendor's hardware or software which prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the hardware prevents the accomplishment of the hardware's intended functions and services specified in the Scope of Work. A malfunction of the software prevents the accomplishment of intended services even though the hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the hardware or software.
- **User:** Government employee or affiliated volunteer who has the ability to log-in to the system for administrative purposes (e.g., maintaining contact lists, sending notifications, monitoring notification results, etc.). Includes employees and contractors of other public entities who are authorized by the County to access the system pursuant to a Memorandum of Understanding between the County and those public entities.
- **WEA/EAS:** Wireless Emergency Alerts/Emergency Alert System.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Intentionally left blank**
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, payment shall be made

annually in advance and in accordance with Attachment B, Compensation and Pricing Provisions. Only in the event the Contractor is terminated for material breach, County shall immediately receive one/twelfth (1/12) of all prepaid PMNS subscription and services (as listed in this contract) for each month or portion thereof remaining for the applicable Contract year as listed in this Contract.

- G. **Warranty:** Contractor Warranty. Contractor shall provide the services in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Contractor shall provide 24X7X365 customer support. Professional Services shall be performed in a professional manner consistent with industry standards.

Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY CONTRACTOR HEREUNDER, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTRACTOR DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, CONTRACTOR RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

- H. **Patent/Copyright Materials/Proprietary Infringement:**

Contractor shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Contractor of applicable privacy laws; (ii) any breach by Contractor of its data security obligations; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Contractor's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Contractor will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Contractor determines in good faith that options (i) - (iii) are not feasible, Contractor will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section are Client's exclusive remedy for Claims for infringement of an IP Right. Contractor shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Contractor to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Contractor's compliance with Client's designs, specifications, requests or instruction pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

Indemnification Process. The indemnifying party's obligations under this Section are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

- I. **Assignment:** Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County, which consent shall not be unreasonably withheld or delayed. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty after 30 days' written notice without cause, unless otherwise specified. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement. If Client terminates this Agreement due to material breach by Contractor, Client shall be entitled to a refund of any prepaid unused fees on a pro-rata basis, provided that such refund shall be Client's sole and exclusive remedy.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

1. Contractor shall promptly notify the Orange County Sheriff's Department Emergency Management Division personnel assigned as lead program manager for this Contract upon discovery or reasonable awareness of the following: (a) any issues or deficiencies with the goods/services provided pursuant to this Contract or in the provision of similar products/services to another customer, whether identified by Contractor's own personnel or by other customers or subcontractors; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar goods and/or services provided pursuant to this Contract; or (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws. Notification may be performed through an automated service notification email or telephone process, or via direct personal phone calls with written follow-up documentation, depending upon the urgency of the issues, incidents, or deficiencies. Contractor shall maintain a system issue/deficiency log during the life of the Contract and for four (4) years beyond contract termination, which shall be made available to the County upon request.
 2. County shall promptly notify Contractor upon discovery or reasonable belief/awareness of any issues or deficiencies with the goods/services to be provided pursuant to this Contract, either identified directly by County's own personnel or by other customers or subcontractors. Notification may be performed in writing or direct personal phone call with written follow-up documentation, depending upon the urgency of the issues, incidents, or deficiencies. The Contractor shall include these issues or deficiencies in their system issue/deficiency log during the life of the contract and for four (4) years beyond contract termination.
 3. In the event any goods or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to correct the performance of goods/services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy issues or deficiencies in the provision of similar goods and/or services to other customers, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.
 4. The County and Contractor agree to establish a collaborative process for developing timelines and benchmarks for corrective action and resolution of issues or deficiencies.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions	\$2,000,000 per claims-made \$2,000,000 aggregate

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents, and employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents, and employees* as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignees is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence

or appear to influence County staff or elected officers in the performance of their duties.

R. **Intentionally left blank**

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

Definition. "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party. Confidential Information shall not include this Contract.

Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

- T. **Compliance with Laws:** Contractor represents that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance.

- U. **Freight:** Intentionally left blank.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting financial books and under this Contract. The inspection and/or audit will be confined to those matters connected with the financial aspects of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection. All documents requested shall be provided electronically.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

AA. Intentionally left blank

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Licensing Terms and Conditions:

1. County Responsibilities

1.1 Client Data. County shall retain all ownership rights in all Contact data and all electronic data County transmits to Contractor to or through the Solutions ("County Data"). County represents that it has the right to authorize and hereby does authorize Contractor to collect, store and process County Data subject to the terms of this Agreement. County shall maintain a copy of all Contact data it provides to Contractor.

1.2 Use of Solutions. County is responsible for all activity occurring under County's account(s) and shall comply with all applicable laws and regulations in connection with County's use of the Services, including its provision of County Data to Contractor. County shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. County shall promptly notify Contractor of any unauthorized use of any password or account of which County becomes aware. County acknowledges that the Solutions are a passive conduit for the transmission of County Data, and Contractor has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any County Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by County, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Contractor personnel.

2. Proprietary Rights

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Contractor hereby grants to County, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

2.2 Restrictions. County shall use the Solution solely for its internal business purposes. In particular, County's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. County shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Contractor; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

2.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "IP Rights"), whether conceived by Contractor

alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Contractor and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Contractor owns (i) all voluntary feedback regarding the design or operation of the Services (except for the County Data) provided to Contractor by Users, County and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to County in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Contractor and its respective licensors. Contractor may use and provide Solutions and Professional Services to others that are similar to those provided to County hereunder, and Contractor may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to County, provided that, in each case, no County Data or County Confidential Information is disclosed thereby.

3. Limitation of Liability: To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations in this Agreement to the contrary, in no event shall Contractor's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by County to Contractor hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the Contractual terms and conditions by which County will procure a Public Mass Notification System from Contractor as further detailed in the Scope of Work, identified, and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on December 31, 2024 and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall

include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

7. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

9. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
10. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

11. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored for a period of three (3) years after final payment is received from County.
12. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

13. **Data – Title To:** All materials, documents, data or information obtained from County data files or any

County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

14. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

15. **Disputes – Contract:**

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

16. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

17. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

18. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as

supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

19. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
20. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.
21. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract,

either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

22. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
23. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
24. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Everbridge, Inc.
155 N. Lake Ave., Suite 900
Pasadena, CA 91101
Attn: Joanna Burlison
Ph: 888-366-4911
Email: Joanna.burlison@everbridge.com

County: County Of Orange
Orange County Sheriff's Department/Emergency Management Division
2644 Santiago Canyon Road
Silverado, CA 92676
Attn: Lee Kaser
Ph: 714-628-7081
Email: Lkaser@ocsheriff.gov

Assigned DPA: County of Orange
Orange County Sheriff's Department/Procurement Division
Attn: Maria Ayala
320 N. Flower St. 2nd Fl.
Santa Ana, CA. 92703

Ph: 714-834-6360
Email: Mayala@ocsheriff.gov

26. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
27. **Research and Publications:** Contractor shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Contract for the purpose of personal research, or for publication.
28. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
29. **Sub-Contracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
31. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
32. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
33. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract. Contractor understands the sensitively and importance of the services provided herein, and agrees to the orderly transition to a new vendor so that there is no disruption in service.

34. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested. Unlimited message delivery modalities including SMS, voice, email or Everbridge Mobile App for all communications and messaging. If Client excessively uses the SMS or Voice modalities for non-public safety messaging, in Contractor's reasonable discretion, Client and Contractor shall engage in good faith discussions about best practices for messaging.
35. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
36. **Networks and Carriers:** The Solution delivers information for supported Contact paths to public and private networks and carriers, but Contractor cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.
37. **Federal Grant Funds:** The following shall apply to purchases made through the expenditure of Federal Grant Funds by the Orange County Sheriff's Department:
- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - ii. Energy Policy and Conservation Act Provision: Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - iii. Certifications: Federal Grant Funds: Contractor is informed and understands that this Contract is being partially funded by Federal Grant Funds. Contractor agrees to the following in relation to executing this Contract.
 1. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
 2. Contractor will comply, with all requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable
 3. Contractor will comply, with all requirements of Sections 103 and 107 of the Contractor Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable."

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.4, the Contractor shall agree as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) 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 the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(6) 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.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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 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.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of "funding agreement" under 37 CFR §401.2 (a) and the

Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- (E) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.
 - (F) Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - (G) All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
 - (H) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.
 - (I) Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations, https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii.
38. Debarment and Suspension: Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
39. Byrd Anti-Lobbying Amendment: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Contractor must file with the County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor 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. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor must execute the certification, as provided in Attachment J.

40. Security Requirements:

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
 - 1. Perform background checks as to past employment history.
 - 2. Inquire as to past criminal felony convictions.
 - 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 - 4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

- B. Contractor shall not assign to work under this Agreement any Contractor personnel as to whom the foregoing procedures indicate:
 - 1. Inability or unwillingness to perform in a competent manner.
 - 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 - 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 - 4. Usage of illegal controlled substances as defined by federal law.

- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to work performed associated with this Agreement, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee working under this Agreement.

- D. Nothing herein shall render any employee of Contractor an employee of County.

-Signature Page to Follow-

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract # MA-060-25010178 for a Public Mass Notification System (PMNS) on the dates opposite their respective signatures.

Contractor*: Everbridge, Inc.

By:  Title: Vice President
Print Name: Noah Webster Date: 10/1/2024

Contractor*: Everbridge, Inc.

By:  Title: Secretary
Print Name: Noah Webster Date: 10/1/2024

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

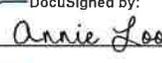


Sheriff-Coroner Department

By:  Title: Administrative Manager I
Print Name: Olivia Prudencio Date: 11/19/24

Approved by the Board of Supervisors: 11/19/24

Approved as to Form
Office of the County Counsel
Orange County, California

By: 
Deputy B7726751D1E947E

ATTACHMENT A SCOPE OF WORK

I. INTRODUCTION

The Orange County Sheriff's Department (OCSA) is headquartered in Santa Ana, California. With about 3800 employees, OCSA serves thirteen contract cities and the unincorporated areas of Orange County. This includes about 700,000 residents in 350 square miles. OCSA's Emergency Management Division provides emergency management and preparedness services to the unincorporated areas of Orange County and supports the efforts of the Orange County Operational Area (OA). There are currently over 100 jurisdictions in the OA encompassing all County departments and agencies, public and private organizations, and the general population within the boundaries of Orange County.

The County administers and maintains a vendor-provided public mass notification service called AlertOC, which is offered to all 34 cities in the County, County agencies, Orange County Fire Authority, water districts, and the University of California Irvine for emergency public notification and internal responder notification. This system includes an opt-in portal for residents to register their cell-phone, email and text devices for emergency notifications. In addition, E911 data is purchased quarterly from telephone service providers, uploaded to the system. Countywide, public emergency and safety efforts are coordinated and provided through a combination of county and city police, fire, healthcare, and public works departments.

Contractor shall design/provide a Public Mass Notification System (PMNS) solution that supports features that meet or exceed those described in this Contract, as well as supports a migration and training plan for the transition from the old AlertOC system. The PMNS solution will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Requirements for the next generation of AlertOC include: high efficiency, robust capacity, ease of use, comprehensiveness, and a focus on accessibility for the whole community population. Support for additional languages and for the hearing and visually impaired community shall be a component of the new system.

II. SCOPE OF WORK

Contractor's PMNS shall be a fully redundant, geographically dispersed SaaS solution with routine maintenance, enhancements and upgrades provided by the Contractor at no additional cost. The PMNS will automate the key steps for responding to a critical event. It will aggregate threat data from third party and internal sources so the County can assess risk, and locate people in areas of threat and those needed to respond. The PMNS will then enable the County to execute pre-defined processes based on the type of threat for who should be contacted and how, what message to send, and who to escalate to if a responder is not available. Contractor's platform will then send out notifications and instructions via text, voice, email—over 100 modalities in 15 languages as needed, organize conference bridges for people to collaborate, and analyze return messages. Automation will enable these steps to be completed quickly, highly reliably and at scale.

The critical communications and enterprise safety applications to be provided to the County via this PMNS software contract include Mass Notification Base for State & Local Government with Unlimited Domestic Usage, Mass Notification for Transportation, Community Engagement, and

Incident Communications. These shall be easy to use and deploy, secure, highly scalable, and reliable. A description of each of these, including their key capabilities, follows. In addition, Contractor shall provide the following:

- An additional organization and Community Engagement/Visitor Engagement keywords will be added to County's account.
- Consulting Services, including but not limited to technical assistance regarding set-up, use, customization, and optimization of the various PMNS features.
- Annual Maintenance and Support shall be provided as stated herein and Attachment G, Functional Requirements.

Public Communications Advanced with Unlimited Domestic Usage

Everbridge Public Communications Advanced for State and Local Government will allow the County to quickly and reliably send broad or targeted notifications based on lists or locations, to the public via text, voice, email, and over 100 other modalities, including desktop alerts. Communicate and collaborate internally securely. Engage with your community through zip code and keyword opt-in. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence

Contractor shall provide the following:

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging
- Sixty six (66) Organization with unlimited nested static and dynamic groups
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- Access to Single Sign on
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application
- Access to IPAWS for authorized agencies
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings SMPP based SMS text messaging
- Auto translate, Boil water and Weather alert message guides
- Contractor Network for situational intelligence & notifications shared by other public and private groups
- Desktop Alerts – Urgent Full-Screen Takeover Alerts
- Four (4) Smart Conference bridge lines (subject to regional availability)
- Access to REST APIs for automated Contacts Management and for launching notifications from external applications
- Access to Email Ingestion for launching notifications from external applications through email
- 5 Live Operator Message Initiations per year
- 25 Mass Notification for Corporate Employee Contacts

Community Engagement

The Community Engagement solution shall permit easy opt-in capabilities for both public and private events. Gathering opt-ins, whether the general public or internal stakeholders, can be very difficult. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Additionally, the Visitor Engagement solution will allow the County to enable event-focused web pages to increase the visibility and safety of its event.

Contractor shall provide the following:

- Unlimited E-mail Messages
- Unlimited Facebook & Twitter Postings
- Unlimited SMS Messages within the United States
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited number of keyword Opt-In recipients
- Access to 5 event keywords
- Access to Public and Private Event Web Pages which are integrated with the County's Member Portal and can include registration widgets and social sharing options so visitors can share notifications to their social networks.
- Publish event based notifications via e-mail and SMS
- Publish event based notifications directly to Facebook and Twitter
- Publish event based notifications directly to Event Web Pages
- Automatic opt-in expirations
- Zip Code opt-in functionality for residents
- Google Public Alerts integration
- SMPP based SMS text messaging
- Messaging templates to speed up communications
- SMS, Email, Delivery Reporting.

Incident Communications

Contractor Incident Communications will automate the County's notification procedures by allowing users to select pre-defined messages and processes to use for a specified incident and then determining the correct list of stakeholders and responders.

Contractor shall provide the following:

- 1 (one) Incident Management Organization Unlimited
- Incident Administrator and User seats
- Unlimited Incident Templates
- Incident Templates supporting different messages & delivery settings based on notification phase (New, Update, Close)
- Multi-step workflow that prompts users to add required incident details
- Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Reporting of all incident communications details and responses in a PDF format
- Custom reports analyze incident communications effectiveness
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incident.
- Incident Chat for streamlining and automating Communication plans

Mass Notification for Transportation with Unlimited Domestic Usage

Contractor Mass Notification for Transportation will allow the County to send notifications to individuals or groups using lists, locations, and visual intelligence. Contractor Mass Notification shall be supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror the County's organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with Contractor Mass Notification system.

Contractor shall provide the following:

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for Manage Bridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)
- Three (3) Organization with unlimited nested static and dynamic groups
- Access to Everbridge Elastic Infrastructure for message delivery
- Custom branded community opt-in portal with custom fields and opt-in subscriptions Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- Contractor Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- Interactive Dashboard for Organizational Activity Summary Unlimited Mass Notification Templates
- Basic Audio Bulletin Board
- Contractor does not require any County-furnished equipment, materials, facilities or any other County support that will be necessary to implement the requirements/services per this Contract.

III. QUALITY ASSURANCE

Contractor will provide commercially-sound quality assurance practices to ensure the PMNS is operating in compliance with County specifications and requirements. Contractor's quality assurance will cover all major system features, including:

1. Successful operation of System without any errors, specifically in the areas of:
 - Tiered Administration
 - User creation and management
 - County-wide data and map import, reconciliation and maintenance processes and routines
 - Citizen opt-in data processes and routines
 - Custom and geographic call list generation
 - Outbound telephone message launch
 - Outbound e-mail message launch
 - Use of surveys
 - Monitoring of outbound session activity
 - Validation of built-in and ad-hoc generated reports
 - Accessibility from within the County's network

- Accessibility from the Internet
 - IPAWS integration
 - Message throughput
 - Translation services (registration portal and message creation)
2. System (Hardware and Software) meets all requirements set forth herein and in Attachment G (Functional Requirements) to the County's satisfaction.
 3. System is compatible with County Information Technology infrastructure (i.e., network and telephone environment and systems).

IV. ADMINISTRATION

Security Incidents, Data Breaches, Technical Failures, Human Error and Other Claims

- 1) Upon discovery or reasonable belief of any Security Incident, Data Breach, Technical Failure, or Human Error (collectively "Incident(s)"), Contractor shall notify County by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such an Incident(s).

Contractor's notification shall identify:

- The nature of the Incident(s);
 - Any Data accessed, used or disclosed;
 - The person(s) who accessed, used, disclosed and/or received Data (if known);
 - What Contractor has done or will do to quarantine and mitigate the Incident(s); and
 - What corrective action Contractor has taken or will take to prevent future Incident(s).
- 2) Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
 - 3) Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
 - 4) If the Contractor causes or knowingly experiences a breach of the security of County's Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the Orange County Sheriff's Department Emergency Management Division personnel assigned as lead program manager following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the County and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.

- 5) Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
- 6) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

Corrective Action

In the event any goods or service provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the performance of goods or services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy Incident(s) in the provision of similar PMNS in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

Notice Regarding Other Jurisdictions

Contractor shall promptly notify the County Project Manager upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar PMNS in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar PMNS; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

Responding to Legal Requests

Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's confidential Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.

Legal Proceedings

Upon request by the County, Contractor shall make appropriate employees available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee performing official duties or because of the employee's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Public Mass Notification System Services as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

<u>Item No.</u>	<u>Item description</u>	<u>Annual Rate:</u>
01	Annual Fees	<u>\$393,656.00</u>

Contractor shall provide an upgrade to Public Communications Advanced and Mass Notification Pro, which will provide advanced functionality while reducing the annual cost. The total cost above includes:

- Public Alerting for 3 million + population and the following new features:
 - o API and Email Ingestion to support 3rd party integrations
 - o Premium Audio Bulletin Board
 - o SmartWeather Alerts
 - o Full screen emergency desktop alerts
- Operational Communications for Employees and the following new features:
 - o Smart Conference lines
 - o Incident Chat
 - o Additional Organizations for Cities, County Departments, and Partner Agencies
 - o Custom From Email Address (i.e. alertoc@ocgov.com) for improved branding, delivery performance, and tracking
 - o 2-day onsite training + 20 hours of remote support

3. Price Increase/Decreases: No price increases will be permitted during the first period of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. Payment Terms – Payment in Advance: Invoices are to be submitted annually in advance to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from 1 above
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

County of Orange
Sheriff-Coroner Department
Emergency Management Division

2644 Santiago Canyon Road
Silverado, California 92676
Attn: Accounts Payable

9. Payment (Electronic Funds Transfer (EFT))

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C
STAFFING PLAN

I. KEY PERSONNEL

While Contractor intends for the same Account Manager and Technical Account Manager to serve the County for the duration of the relationship, Contractor must retain discretion to re-assign staff based on internal needs, especially as employees may leave on their own accord. The Account Manager assigned to the County shall separately provide a list of alternate contacts if non-technical support escalation is required.

ATTACHMENT D

SOFTWARE PRODUCTS – MAINTENANCE AND SUPPORT

1. Software Products – Maintenance and Support

- a. Contractor shall provide the County with Annual Maintenance and Support for the PMNS as follows:

Support Area	Process	Level of Support (e.g. 5x8, 24x7)
System Platform (breakout if applicable)	ALL	24X7X365

- b. Contractor’s Software Annual Maintenance and Support, as well as warranty provisions shall be as follows:

Solution is fully hosted, all maintenance and management of the solution is conducted by Contractor. From a technical support perspective, Contractor shall provide support services 24x7x365 via telephone, email, and via our self-service Support Center online.

Additionally, Contractor can provide premium support and Professional Services, if needed, for additional fees. County shall contact your assigned Contractor Account Representative for more information. Request for a quote shall be required by the end user and a formal amendment to this contract shall be issued.

- c. Software Annual Maintenance and Support shall be provided as follows:

Due to the hosted nature of the system, all maintenance and upgrades are performed internally by authorized Contractor personnel and at no charge to County. However, from time to time, Contractor introduces premium features to which clients have the option to subscribe to gain access.

- d. Contractor shall provide support for the following:

- i. Maintenance and support shall be available post-implementation as follows:
The Contractor project team will be available to support the go-live remotely and will work with the County of Orange team during the project to share Marketing best practices for promoting adoption of the application.

Sustaining Customer Support

County is assigned a vertically focused, dedicated Account Manager, who is responsible for conducting an account review and introducing new system capabilities and best practices on an ongoing basis as appropriate. The Account Manager can be utilized as a support resource.

24x7x365 Support Coverage

Contractor provides customer support and live operator service 24 hours a day, seven days a week, every single day of the year. Contractor shall provide support via the Internet, email, and telephone at any time of the day or night.

Contractor's support staff is comprised of Contractor employees who are located on-site in Contractor facilities. Contractor shall not outsource contractor client care to third parties. Contractor shall provide support services in-house order to obtain the latest and greatest in Contractor's Critical Event Management Suite expertise that can only be acquired through employment by Contractor. In addition, Contractor shall support County personnel regardless of location to ensure that in large-scale disaster scenarios, County shall be guaranteed the highest level of support possible.

Contractor Support Center

County shall have access to the Contractor Support Center, which provides support-related information, important documentation, etc. Its features shall include:

- Improved look and feel with a responsive design to provide a better experience on desktops as well as mobile devices
- Simplified search box at the top of every page
- Contractor system status linked to critical service advisories displayed at the top of every page
- A community answers forum where County can ask or answer questions with other Contractor users
- Personalized contact information, including your County's Everbridge administrators
- Plus: features such as knowledge articles, support tickets, service advisories, and access to Everbridge University.

- ii. Methods for contacting technical support and hours of operation shall be as follows: County will receive ongoing support provided via the Internet, e-mail, and telephone. Contractor Technical Support is available to County at any time of day or night, 24x7x365.

Technical Support staff members are full-time Contractor employees located on-site. Upon County contact to Contractor's Technical Support, County will be in contact with a professional who is well-versed in the Contractor system and is more than capable of assisting.

Additionally, Contractor has support personnel deployed at all of Contractor's offices around the world to ensure that in large-scale disaster scenarios, County will be guaranteed the highest level of support possible.

- iii. Contractor shall provide a minimum and maximum response times that can be expected for support inquiries as follows: Based upon the case description and urgency, the Support Representative will assign a Priority level during case creation. The priority indicates the severity of impact of the issue on the client's use of the Contractor system. When submitting a support case, County will receive an email notification when the case has been created. The notification will include the case number, the name of the Technical Support team member or tier assigned to the case, a summary of the inquiry, and the priority level that has been assigned.

During the case triage process, the Technical Support team will work with County to obtain as much troubleshooting information as possible, open and assign a priority level to your case, then proceed with additional troubleshooting activities as necessary.

Contractor shall provide to County up to date status on County's case. If an expected update time frame is not known, County will receive updates on the case on a regular basis. County may also request that the case be escalated at any time, if (for example) County believe an unreasonable amount of time has passed since opening the case with no resolution. To escalate the case, County shall call the Technical Support team and ask to speak with the Support Manager.

- iv. Contractor's release cycle and process for installing system Updates, patches, fixes, etc. shall be as follows:

Contractor typically provides three major releases per year, and release maintenance updates among contractor major releases as needed. Contractor mobile apps are typically updated on this schedule as well but are not specifically tied to our overall platform updates.

ATTACHMENT E

ACCEPTANCE AND TESTING PROCEDURES

Acceptance and Testing Procedures shall include a test plan and schedule covering testing of all major system features. Testing shall be performed incrementally, where applicable, to discover and address issues timely.

- a. Contractor's quality assurance practices in relation to the proposed solution shall be as follows:
The Contractor Quality Assurance approach aligns to contractor's security framework (governed by NIST 800-53 controls, FedRAMP, and ISO 27001 compliance) and follows the agile methodology of testing early and moving in small, measurable increments. Contractor shall have a set of tests that are run for any given project regardless of the project's content. This allows contractor to determine with a level of 80-90% confidence that contractor's application is stable and deployable. Contractor break each project into three basic testing cycles: Initial Regression Testing IRT, Check Point Regression Testing CPRT and Final Regression Testing FRT. The initial regression test is designed to expose as many defects that exist in the Initial Release Candidate. Working this list down to zero by Code Freeze is the goal of the entire team and this occurs the day after code complete milestone and is associated with a full end-to-end build of the QA environment (which also produces the initial deployment plan for Stage and Production). Furthermore, all code undergoes security review against known vulnerabilities, and contractor also disable "hazard" characters use in the system as they are often used for web-based attacks.

- b. Acceptance and Testing Plan, with schedule, which covers all major system features shall be as follows:
Acceptance testing of the Contractor solution is conducted as part of our standard onboarding process available to all clients. Should County require specific acceptance testing, Contractor is able to provide such services through our Professional Services team (at an additional fees). As part of down select, Contractor would welcome the opportunity to discuss custom requirements for Acceptance Testing and define and deliver an engagement as required. County shall contact assigned Contractor Account Representative for more information.

Contractor shall include:

1. Successful installation and operation of System without any errors. Specifically in the areas of:
 - Tiered Administration
 - User creation and management
 - County-wide data and map import, reconciliation and maintenance processes and routines
 - Citizen opt-in data processes and routines
 - Custom and geographic call list generation
 - Outbound telephone message launch
 - Outbound e-mail message launch
 - Use of surveys
 - Monitoring of outbound session activity
 - Validation of built-in and ad-hoc generated reports
 - Accessibility from within the County's network
 - Accessibility from the Internet
 - IPAWS integration
 - Message throughput

- Translation services (registration portal and message creation)
2. System (Hardware and Software) meets all requirements set forth in Attachments and Appendix I to the County's satisfaction.
Contractor understands and Orange County has already implemented
 3. System is compatible with County Information Technology infrastructure (network and telephone environment and systems)
Contractor shall permit listing Everbridge IPs and as an existing customer, this may have already been by County.

If a problem is identified during testing of the proposed Software that cannot be remedied within the agreed upon time, the Contractor shall submit a written response to the County indicating as such and the County may return the Software to the Contractor and the Contract may be terminated in accordance with Paragraph 5, Breach of this Contract.

ATTACHMENT F

TRAINING

Contractor shall provide the following training to County:

Contractor provides multiple types of training to address various groups and priorities. Contractor shall provide a refresher training on an annual basis. Professional Services team has planned and run end user and admin training for Orange County's cities.

Everbridge University On-Line

The courses are built from an extensive library of short, media-rich training modules, allowing users to access individual modules for as-needed training. Everbridge University On-Line covers all of the Everbridge core products.

Benefits

- Continuously available
- Self-paced training allows students to learn when they have time and at their own pace
- Just-in-time learning using small, focused content modules
- No travel or facilities are required, the classroom is anywhere a learner has Internet access
- Instant access to updates
- Everbridge Certification

Everbridge University On-Site (Optional add-on service upon approval through a formal contract amendment)

Everbridge University On-Site leverages basic knowledge developed through online training to develop advanced skills and reinforce best practices. During the on-site training, a highly qualified Everbridge instructor customizes the course to address the customer's implementation specifics. Everbridge University On-Site may be combined with Professional Services offerings creating a blended learning solution to swiftly deploy and train advanced configurations and best practices.

Benefits

- Customized hands-on training
- Interactive and enthusiastic trainers with years of experience
- Development of sample maps to be used at any time by the customer

ATTACHMENT G

FUNCTIONAL REQUIREMENTS

Functionalities available in the core of the PMNS include full mobile support, communication deployment capabilities, centralized contact data storage and management, geographic targeting and mapping, and secure infrastructure to ensure client data security. In addition, Contractor shall do the following:

- Maintain multiple, globally-dispersed data centers
- Operate multiple Network Operations Centers with 24X7 staffing and monitoring
- Deliver seamless scaling to deal with the unexpected peaks
- Enable multi-modal support for over 100 contact methods including SMS, voice, email, app, Nixle IPAWS, digital signage, PC alert systems, and sirens.

#	Question	Yes	No	N/A	Comment
1.	The system does not require the County to purchase or lease additional hardware.	X			As a SaaS solution, no client hardware is required for installation of the Everbridge system. Everbridge maintains all communication over HTTPS (Port 443) using Everbridge's valid 2048- Bit TLS 1.2 security certificate, which effectively secures the traffic from the client environment into the secure Everbridge infrastructure. Thus, any computer system capable of using a web browser that supports TLS 256- Bit encryption will be able to access and leverage the Everbridge notification platform without issue. Clients are able to access the system from popular computer operating systems such as Microsoft Windows, Linux, and Mac OS as well as from popular smart phones and tablets.
2.	The system does not require the County to purchase or lease dedicated phone lines.	X			
3.	The system does not require the County to purchase or incur ongoing maintenance costs.	X			All routine upgrades, updates, and enhancements are provided free of charge for the life of the contract, and, thanks to the fully redundant, geographically dispersed architecture, they can be performed with no interruption in service.
4.	The system is highly redundant with 99.99966% uptime on multiple mirrored sites in geographically disparate locations. Data center ratings will be provided and call network monitor systems established.	X			Every system and tier within the Everbridge infrastructure is individually fault-tolerant, with redundant power, networking, hardware, telephony, and data communication wherever possible. The shared SaaS architecture methodology enables Everbridge to be available at 99.99% or greater for all clients.
5.	The system includes cyber-protection measures including appropriate notification protocols if intrusion is detected or if data breach occurs.	X			Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components, within all tiers of the SaaS infrastructure. The monitoring tools consist of both network-based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic

#	Question	Yes	No	N/A	Comment
					and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool generates an automated alert that is immediately investigated by our on-call support team.
6.	The service has an available application programming interface (API) service with documentation available for API calls and functions such as contact management.	X			Everbridge has a fully functional Restful JSON based API available to customers. As part of the API customers are able to utilize various methods to update contact information (GET, DELETE, PUT, and POST) as well as initiate a broadcast through the API. There is no additional cost to access the API for managing data. In some cases, our clients do not have the staffing resources to build the integration. If this is the case Everbridge professional services can be purchased in order to have our resources build the integration. In addition, depending on the API, if notifications are being sent out, there may be charges for usage. This is a custom price based on the SOW needed on an individual basis.
7.	The system has full and complete IPAWS integration and functionality including WEA/EAS.	X			Everbridge is certified as a gateway for IPAWS/CMAS. Authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the Publish to IPAWS/CMAS as a deployment option – or simply target IPAWS/CMAS separate from any other target population.
8.	The system can be configured with multiple IPAWS credentials (e.g., multiple jurisdictions that have independent codes can load their certificates into the system)	X			
9.	The system supports geo-targeted notifications.	X			Everbridge supports utilizing the GIS interface for creating all notification types, including standard notifications, polling notifications, and conference bridges. Everbridge would welcome the opportunity to demonstrate and discuss this functionality as required.
10.	The system has ESRI mapping interface to allow Users to select multiple contiguous or non-contiguous areas for notification.	X			Everbridge allows users to upload shape files from ESRI in ZIP and KML formats to target specific geographic areas. In addition, Everbridge offers ESRI as a standard base map layer option.
11.	The system can incorporate raster (e.g., satellite) imagery in its mapping function.	X			Everbridge provides base map layers using Google, Bing, and ESRI and clients may configure our solution to support a client map server as well. Furthermore, from a map

#	Question	Yes	No	N/A	Comment
					layer perspective, we also provide premium weather layers that can display additional overlay information regarding weather radar and infrared satellite. Everbridge would welcome the opportunity to demonstrate this functionality as required
12.	The system mapping functions shall be capable of interfacing with and publishing to other web-based portals.	X			Everbridge's Universe Tab is contained within the product, but clients may export shapes used for selecting the target audience for any deployment from the platform for use in other systems the client may have.
13.	The system supports User-defined message templates, including pre-loaded text, audio, and video files.	X			Customers are able to create and save an unlimited number of templates to expedite communication processes. Message templates contain pre-recorded voice and text content which can be applied to new notifications. Broadcast templates are pre-defined notifications which contain message content, target recipients, and settings. Once saved, broadcast templates can be quickly deployed individually or as a group in under 15 seconds. Templates are stored in a corresponding library for easy management.
14.	The system supports spontaneous uploading of audio files for notifications.	X			Everbridge supports the ability to create voice recordings in several ways.
15.	The system supports spontaneous uploading of video files for notifications.	X			Everbridge supports up to five separate attachments that can be sent to email and mobile app notifications and can include video files.
16.	The system is capable of sustaining a minimum volume of 50,000 phone calls simultaneously.	X			Everbridge provides a hosted SaaS solution for all our clients. There are virtually no limits to number of notifications Everbridge is capable of sending and no limits to the number of contacts that can be stored with our solution. We conduct regular capacity planning (quarterly) and in conjunction with large new client implementations to ensure we have ample capacity, performance, storage, and support to maintain our guaranteed SLAs with our client base.
17.	The service can be configured with pre-set call throttling rates set by the User launching the notification, not the Contractor.	X			Everbridge has developed a verifiable and configurable call throttling mechanism. The throttling settings allow you to modify the overall speed for all calls going out, or you can specify an area code and prefix to modify the speed for a specific area or building.
18.	The service can be configured with real-time automatic/intelligent throttling during a call in progress to ensure a high success rate. This rate will be displayed to the notification sender and recorded so that it can be accessed and reviewed upon demand by the County.	X			

#	Question	Yes	No	N/A	Comment
19.	The service uses multiple telephone carriers and can switch between carriers during notifications depending upon telephone network status.	X			From a telephony perspective, Everbridge is "carrier agnostic." This means that regardless of the target telephone provider, Everbridge utilizes established telecommunication industry standards for placing telephone calls among public networks. Notification calls from Everbridge to any carrier network occur as any standard PSTN (Public Switched Telephone Network) telephone call and can be utilized over traditional landline, cellular, and VoIP.
20.	The system can be configured to make multiple attempts to reach Registrants.	X			By default, each contact targeted for a notification from the Everbridge solution is sent notifications based on a "rotational contact methodology" whereby the contact devices (delivery methods) for any contact are notified, one at a time, and Everbridge seeks confirmation/response. Should confirmation/response be received, it is recorded in the solution and no further notifications are deployed to the recipient. If the recipient does not confirm/respond to the incoming notification, Everbridge will "rotate" to the next available device and attempt to contact the recipient again (seeking response). This process continues until all Contact Cycles are exhausted. Should clients seek to escalate a notification to another person/group if the original recipient is non-responsive, clients may utilize our Escalation capabilities. Escalation is set on a per notification basis and notifications can be escalated to an individual or group.
21.	The system can call out-of-state and international numbers.	X			All notifications deployed from the Everbridge solution require a fully defined telephone number to place the call to any landline, cellular, or VoIP telephone. This includes both domestic (10-digit telephone numbers) and international telephone numbers.
22.	The system can differentiate between human voice and voicemail/answering machine recordings.	X			Everbridge fully supports this requirement through our automated voicemail/answering system detection. If a live person answers the incoming call, the message will be relayed to the recipient (with the details to confirm, if enabled). If a voicemail/answering system is detected, clients have the option to configure how Everbridge interacts with the voicemail/answering solution – leaving a message only; leaving a message with confirmation; or leaving no message. At no time does Everbridge assume that reaching a voicemail/answering system is proof of delivery and confirmation. Thus, the system will continue to attempt to notify the intended recipient on other available devices until

#	Question	Yes	No	N/A	Comment
					confirmation is received or until the Contact Cycles have been exhausted.
23.	The system can be configured with separate sub-administration accounts for each unique participating agency.	X			The Everbridge platform supports an unlimited number of groups, subgroups, and groups within groups all of which are maintained in a single organization (client environment) within the Everbridge system.
24.	Each User within the sub-administration accounts has their own password.	X			
25.	The main account (OCSD-EMD) will be notified of and can see all messages launched by the other sub-administrator accounts.	X			
26.	The system has a highly granular sub-administration function that allows for unlimited sub-administrators to create and manage their own users and databases within a nested or silo'ed structure.	X			
27.	Some sub-administration agencies and jurisdictions use Nixle. The system integrates with Nixle lists, operated by individual jurisdictions.	X			
28.	The system can publish notifications automatically to social media and RSS feeds.	X			
29.	<ul style="list-style-type: none"> • Facebook 	X			
30.	<ul style="list-style-type: none"> • Twitter 	X			
31.	<ul style="list-style-type: none"> • Instagram 		X		
32.	<ul style="list-style-type: none"> • Google Alerts 	X			
33.	<ul style="list-style-type: none"> • YouTube 		X		
34.	<ul style="list-style-type: none"> • WhatsApp 		X		
35.	<ul style="list-style-type: none"> • RSS 	X			
36.	<ul style="list-style-type: none"> • Other (specify) 	X			Everbridge supports a Web Widget that can be added to your website to display a feed of recent notifications and the impacted area.
37.	Real-time results reporting and metrics are available to Users to include, but not limited to:	X			<p>Everbridge offers the most powerful sets of reporting tools in the Emergency Notification market. These include reports for use during emergency activations as well as afterwards. The system provides four types of notification reports, giving you the information you need, when you need it. All reports are capable of export.</p> <p>Notification Dashboard Reporting (Realtime Reporting)</p> <p>The first type of report is the Notification Dashboard reporting. This dashboard is a reporting system that tracks notifications in real time, allowing you to observe the results of the broadcast as they occur. Receiving real-time broadcast results allows you to make faster, more informed decisions. The dashboard reporting screen</p>

#	Question	Yes	No	N/A	Comment
					<p>automatically refreshes every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. You can easily access detail-level reporting to see who has received and confirmed messages and who has not.</p> <p>Broadcast Reports The second type of report is the Detailed Broadcast Report, which provides detailed breakdowns of each notification sent. Detailed Broadcast Reports are available online through the Web-based administration console. They can also be automatically e-mailed or faxed at the conclusion of a broadcast.</p> <p>Ad Hoc Reports The third type of report is the Ad Hoc Report, which allows administrators to extract specific data from the system. Ad hoc reports can be downloaded in CSV and PDF format as well as HTML format. Everbridge allows users to retrieve call records via a wide variety of record search and reporting options. Unlike some mass notification systems that provide only static report features, Everbridge's Ad Hoc Reporting functionality will allow you to pull reports that are important and meaningful for your specific needs. Users can create custom Contact Reports, and Notification Reports by choosing from a large selection of data fields from which to query.</p> <p>Event Analysis Reports Everbridge provides the ability for multiple messages to be viewed in a single report. Reports can be filtered to include a single notification – or spanning multiple notifications. Furthermore, using Event Reporting, clients may look, top down, at all messages/response details related to the same Event in a graphical and “top down” style.</p> <p>Detailed Notification Analysis Reports The final type of report is a detailed Notification Analysis report which allows clients to investigate the delivery details, over time and among all users targeted, for any notification campaign launched from the platform. Details about the notification are included such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).</p>

#	Question	Yes	No	N/A	Comment
38.	<ul style="list-style-type: none"> percentage of attempted and completed notifications 	X			
39.	<ul style="list-style-type: none"> failure rates 	X			
40.	<ul style="list-style-type: none"> failure modes (with standard response definitions across sub-contracted carriers) 	X			
41.	<ul style="list-style-type: none"> time of delivery 	X			
42.	<ul style="list-style-type: none"> length of delivery 	X			
43.	<ul style="list-style-type: none"> total number delivered 	X			
44.	<ul style="list-style-type: none"> Other 				
45.	Customer support must be treated as a high priority with:				
46.	<ul style="list-style-type: none"> one primary point of contact at the company 	X			<p>Orange County has a dedicated Account Manager who serves as your primary point of contact.</p> <p>Additionally, clients are directed to contact 24x7x365 Technical Support: https://www.everbridge.com/customers/support/</p>
47.	<ul style="list-style-type: none"> 24/7/365 emergency support line (for both administrators and self-registration accounts) 	X			<p>Everbridge complies. We believe that client care does not end with implementation. True client care continues throughout the life of the partnership. Your organization will receive ongoing support provided via the Internet, e-mail, and telephone.</p> <p>Everbridge Technical Support is available to you at any time of day or night, 24x7x365. Technical Support staff members are fulltime Everbridge employees located on-site.</p> <p>We do not outsource our client care services to third parties that do not have Everbridge expertise. When you reach out to Everbridge Technical Support, you will get a professional who is well-versed in the Everbridge system and is more than capable of assisting you.</p> <p>Additionally, Everbridge has support personnel deployed at all of our offices around the world to ensure that in large scale disaster scenarios your organization will be guaranteed the highest level of support possible.</p>
48.	<ul style="list-style-type: none"> live chat 	X			
49.	<ul style="list-style-type: none"> screen-sharing tools 	X			<p>Everbridge support personnel may initiate a Zoom session (corporate approved standard for secure meetings and collaboration) with a client to provide support if necessary.</p>
50.	<ul style="list-style-type: none"> one business day deadline for non-emergency support response 	X			

#	Question	Yes	No	N/A	Comment
51.	The provider has a transparent method for responding to, prioritizing, and implementing feature requests and modifications with a 30 day response time.	X			<p>The Everbridge system is designed with client focus in mind. All Everbridge clients are encouraged to enter feature requests for the notification solution through Everbridge Client Services. All requests are logged and tracked by the development team, and as more clients request similar features, Everbridge may include these into the notification platform.</p> <p>In regard to "change management", Everbridge employs the following industry standard practices for controlling changes to the SaaS application code or the database:</p> <ul style="list-style-type: none"> • Approved, detailed, written specifications from the business group Impact analysis • An approval hierarchy that includes at least one company executive Queue management to ensure that all stakeholders are aware of the approved and pending changes to the system • Documented approvals for applying any changes to the Development, Test, and Production environments • Application code must be checked into a secure code library and checked out of this library to be applied to the Test or Production systems. • Application code or database changes to the Test and Production environments require the use of highly secured passwords that are known only to the developers responsible for migrating application code or database changes. Only the DBA has access to implement database changes. • Back-out procedures • Specification of onboarding and maintenance windows
52.	All data entered into the system from any source remains the property of the County of Orange; data cannot be provided or sold to other entities.	X			
53.	Registrants are not required to provide their data to the Contractor or other third party, or subscribe to or download an application in order to receive notifications through the system.	X			This can be supported through our Engagement functionality as well as through IPAWS (available to authorized clients).
54.	The provider will obtain E911 from all carriers within the County of Orange, California.	X			Most municipalities prefer to leverage existing emergency services (E911) databases that provide contact information and are updated on a monthly or quarterly, or yearly basis, allowing for a high level of accuracy. If the client prefers publicly available data, Everbridge can purchase this on behalf of the client.

#	Question	Yes	No	N/A	Comment
55.	The provider will geo-code all E911 data following a mutually agreed upon systematic process.	X			Yes, Everbridge supports geo-coding address information as a core component of our notification solution. Regardless of the method used to manage the data, if a physical address is supplied to the Everbridge platform, Everbridge will geocode the address and determine the Latitude/Longitude coordinates for the location. These coordinates are then used to drop a pin on the map (color of the pin is client defined and based on Record Type, as described above) in the Universe tab for recognition and inclusion in notification deployments. Clients may also specify the precision level of the GIS information utilized in the Everbridge solution through our Precision GIS functions which can enhance the level of accuracy and allows clients to directly handle "centroid" geocoding challenges they may experience.
56.	The system will have more than one geo-coding system or process.	X			Geocoding can be conducted using Everbridge's inherent geo-coding or clients may leverage Precision GIS capabilities and supply their own geo-coding, if desired.
57.	The provider will code residential and business lines.	X			
58.	The provider will upload E911 data that has been geo-coded and identified as business/residential.	X			
59.	The provider will upload E911 data that has been geo-coded and identified as listed and unlisted.	X			
60.	The provider will maintain data for opt-outs from the E911 data and ensure that new uploads accommodate these opt-out requests.	X			
61.	The system flags failed notifications for specific causes and allows the County to configure rules for failed notifications (e.g., mark failed call numbers or bounced emails to be resolved by County personnel).	X			
62.	The system supports contact lists of unlimited length.	X			
63.	The system supports nested contact lists (e.g., List 1 includes Sublist A, B, C; List 2 includes Sublist A & C; List 3 includes Sublist B&C)	X			
64.	The provider will analyze the results of each system use to identify if there are data management errors and identify possible improvements in data management processes.	X			Data management and review of communication campaigns are the responsibility of the client. However, should clients have questions or require support on either topic, clients may reach out to our 24x7x365 tech support team as needed.
65.	The system must incorporate Coding Accuracy Support System (CASS)	X			

#	Question	Yes	No	N/A	Comment
	certified address entry in all entry portals.				
66.	The provider hosts training:				
67.	<ul style="list-style-type: none"> in-person at system implementation 	X			
68.	<ul style="list-style-type: none"> in-person on an as-requested basis 	X			
69.	<ul style="list-style-type: none"> interactive webinar 	X			
70.	<ul style="list-style-type: none"> recorded computer based trainings 	X			<p>Everbridge provides multiple levels of documentation that assist users in the process of managing the notification system. These levels of documentation include:</p> <ul style="list-style-type: none"> Everbridge Mass Notification User's Guide Everbridge Mass Notification Quick Start Guide Everbridge Mass Notification Application Programming Interface (API) Guide Everbridge University Online (Video Tutorials) Everbridge Online Help Everbridge One Sheets <p>The User's guide is a full documentation of the features of the notification platform. The quick start guide is focused on the areas that will allow a user to use the notification functions of the system.</p> <p>The API Guide is a starting point for software engineers to write applications that harness the strength of the Everbridge platform allowing for full integration with client systems.</p> <p>Everbridge University is an online learning environment that has tutorials with videos that show how the system works. The online help is built into the notification platform. It will open in a new window and assist a user in the process of sending a notification.</p> <p>Everbridge one sheets isolate common tasks and help a user send a notification, edit a contact, or make a selection from the map.</p> <p>The library of documentation ensures that clients will have access to all the tools that they need in order to do everything from sending a notification quickly to managing a complex integration taking advantage of advance features.</p>
71.	A comprehensive User guide is provided detailing all system features and functions.	X			
72.	The provider allows for free testing and training by the County and Sub-administrator accounts.	X			

#	Question	Yes	No	N/A	Comment
73.	The system has a testing environment with safeguards to ensure that training and testing do not occur using E911 data unless the User intends to do so.	X			
74.	The system has a self-registration portal that allows both external (the public) and internal (agency employees) individuals to register multiple contact methods with and without setting up an account.	X			
75.	The system provides the public with a single-screen interface through which Registrants can opt-in to notifications originating from multiple jurisdictions or agencies.	X			
76.	The public web interface for Registrants is of responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X			
77.	The system's Registrant interface meets or exceeds the requirements of Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG).	X			
78.	The system allows Registrants to update their own contact data via an online portal or mobile application.	X			
79.	The registration portal allows Registrants to create an account with either an email address or telephone number.	X			
80.	The registration portal requires the Registrant to validate their contact information.	X			
81.	The registration portal incorporates CASS certified address entry and validation before allowing the Registrant to finalize.	X			
82.	The registration portal incorporates an automatic geo-coding validation before allowing the Registrant to finalize, including allowing the Registrant to manually move the point mapped if correction is needed.	X			
83.	The registration portal geo-coding software must update parcel and address data no less than bi-annually, so as to capture newly constructed homes and businesses.	X			The Everbridge Member Portal leverages Google for geocoding addresses and Google is continuously. Additionally, registrants can drop a pin to their exact lat/long.
84.	The registration portal is available in at least the following languages:	X			The Everbridge registration portal can be configured by clients to include any language desired (as they control the content that is displayed on the page). Clients may also enable our Google Translate functionality which allows user of the page to select the desired language and all content on the page will be displayed in the selected language (auto-translation

#	Question	Yes	No	N/A	Comment
					provided through Google Translate).
85.	• Arabic	X			
86.	• English	X			
87.	• Farsi	X			
88.	• Korean	X			
89.	• Spanish	X			
90.	• Vietnamese	X			
91.	Registrants can choose what types of alerts to receive and what devices to receive them on, such as:	X			
92.	• Weather alerts	X			
93.	• Road closings	X			
94.	• School closings	X			
95.	• Special announcements	X			
96.	At registration, Registrants can provide vulnerability data.	X			This would be configurable At Risk or Needs identification – Bedridden, Oxygen, etc.
97.	The system can detect Video Relay Services (VRS) used by the deaf and hard of hearing community. Messages will be delayed until the VRS interpreter becomes available or the message will be looped for up to 3 minutes.		X		
98.	During an alert notification, the system can provide Registrants with language options upfront (ex. Press 1 for English, 2 for Spanish, etc.).		X		While we don't support IVR for multi-lingual messages, Orange County currently collects language preference for registrants during the sign up process and can send autotranslated notifications. Notifications posted to the Member Portal can also be translated into various languages.
99.	The service supports non-English character sets and right-to-left text for email and TTY messages.	X			
100.	The system allows for configuration of automated forwarding from other systems (e.g., National Weather Service).	X			Everbridge's Mass Notification platform offers SMART Weather Alerting which leverages Weather Decision Technologies' (WDT) meteorological resources to enhance and optimize over 150 severe weather alerts such as lightning, tornadoes, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. Because these severe weather events are difficult to predict far in advance, they often have terrible loss of property and life for those individuals who are caught unaware. Everbridge SMART Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery, so notifications get to the right people right away. Everbridge launches notifications that are:

#	Question	Yes	No	N/A	Comment
					<ul style="list-style-type: none"> • Specific - Detailed alerts, geographies, and stop start times. Map-driven - Visual weather and select targets using GIS maps and shapes. • Automated - Deliver alerts to contacts and members automatically. • Rules-based - Use rules to determine when a message should be triggered. • Targeted - Deliver the right message to the right person automatically.
101.	The system is intuitive, easy to learn, and uses best practices in User interface and User design.	X			Everbridge is designed with ease of use in mind for both message senders and recipients. Our system is built with an intuitive interface that allows for administrators to send messages and navigate the system easily. For new notifications, we provide a single page workflow which allows clients to specify message type, message content, target audience, and deployment options (such as devices to target, number of contact cycles, etc.). Furthermore, notifications may be launched even more quickly using our Notification Templates, whereby various elements of the notification deployment may be defined ahead of time – reducing the selection of the options to send the notification when needed.
102.	The web interface for Users uses responsive design capable of displaying clearly on mobile, tablet, and desktop devices.	X			
103.	A mobile app for iOS and Android is available that allows Users to send public notifications to on-the-fly generated geo-located areas.	X			Everbridge supports the ability to launch new and template broadcast to both individuals and groups of individuals, manage messages, and view reports from smartphones and tablet devices. Today, we have Mobile app support for iOS and Android devices. Authentication on the mobile platform is through HTTPS connections utilizing 2048-bit encryption. No information is cached locally within the app. Everbridge also supports a universal browser interface which functions among any smartphone or tablet device including BlackBerry and Windows Mobile.
104.	The service integrates with incident management systems, such as WebEOC, so that alerts can be activated from WebEOC Input or Display views.	X			This can be achieved using our Incident Communication and Email Ingestion functionality or through custom development using our JSON-based RESTful API.
105.	The system has a robust responder notification function that allows for advanced polling functions and the ability to stop calls once a set threshold of responses is reached.	X			Everbridge provides the ability to create and send quota-based notifications by using our Polling Notification with Quota enabled. This gives customers the ability to specify a certain number of positions to be filled. Once deployed, the quota notification will start contacting the pool of candidates and

#	Question	Yes	No	N/A	Comment
					continue until enough successful responses are provided to fill the quota count. Once the quota is filled, the system will automatically stop calling the group. If desired, customers can use our follow-up capability to recommunicate to any desired audience—such as those who confirm receipt after the quota is filled—very quickly.
106.	The system has the ability to directly link notification recipients to an internal conference call.	X			Everbridge supports Conference Notifications inherently, whereby a notification is deployed to client recipients and if received via phone, they will join the call immediately; if received via text message, all dial-in and passcode information is included to allow the end user to connect to the call. Everbridge provides 4 inherent conference bridge lines for any client to use – and clients may customize our service to support their own conference systems, if desired
107.	The system will have the ability for two-way text and email communication.	X			
108.	Responses to notifications can be sent via email or text directly to the User sending the message, system administrators, or members of a User-defined group.	X			Responses and confirmations from recipients are reported back to the Everbridge platform whereby authorized client administrators (including those that initiated the communication) may review through our extensive reporting options
109.	The system has the ability to export the polygon created for the notification in shape file, KML, and CSV.	X			
110.	The system automatically sends all Registrants a yearly, bi-yearly, or quarterly email reminding them to update their information. This message can be configurable by a User.	X			Everbridge can schedule notifications to accomplish this. Additionally, rules or filters can be developed to only target the users that have not recently updated their contact information.
111.	The system has the ability to manually bulk upload data via CSV or Excel and automatically via SFTP.	X			
112.	The system has an audit functionality that allows authorized Users to review system access and activity for up to 18 months.	X			

Exhibit 1

Use Policy

Prohibited uses

County shall use the Service only for lawful purposes and in accordance with this AUP. County may not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam" or any other similar solicitation
- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user's identification, password, account name or persona without authorization from that user
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for County or others (including the ability to send timely notifications through the Service), via various means including overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing"
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material
- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge's express written consent.
- Take any action in order to obtain services to which such client is not entitled
- Attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the Service
- Otherwise attempt to interfere with the proper working of the Service

Everbridge rights and remedies

If County becomes aware of any content or activity that violates this AUP, County shall take all necessary action to prevent such content from being routed to, passed through, or stored on the Everbridge network and shall promptly notify Everbridge. County's failure to comply with this AUP may result in Everbridge taking action anywhere from a warning, to a suspension or termination of Service. Everbridge will endeavor to provide notice to County prior to any suspension or termination of Service, but may immediately suspend or terminate in instances where continued provision of Service may cause significant harm to Everbridge, the Service or other clients.