Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: February 18, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: OES/Department of Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Authorize issuance of Notice of Termination of the existing "Code Red" services agreement 2011-011 for emergency notifications as part of the transfer of the E-9-1-1 software upgrade to Everbridge. This upgrade when completed (approximately one year) will be adminstered through the County Sheriff and annual costs will dramatically decrease and will be funded by the State of California for the next continue to be funded through the annual Homeland Security Grant.

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other
County Agreement 2011-011 and Background Memo

BACKGROUND INFORMATION: Included

FUNDING SOURCE: CURRENT YEAR: HOMELAND SECURITY GRANT
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $7500 annually which will be reduced to $1000-$1500 annually N/A

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No
☐Yes, -- -- ☒No	**IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:		
☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2018- _____ Agreement 2018- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Sierra County currently uses CodeRED to provide a Reverse 911 services to our citizens within Sierra County.

The State of California is upgrading the current 911 system to **Next Generation 911.** Part of this upgrade will include the use of **Everbridge**, a Reverse 911 platform.

Since the State of California, is providing Everbridge, for the next 10 years for free to Sierra County, the State has informed us that the use of Homeland Security Grant funds to fund a Reverse 911 system will no longer be allowed.

Our CodeRED renews every year on March 22nd, and a cancellation notice must be given to CodeRED 30 days prior to March 22nd.

With CodeRED as our current Reverse 911 provider, CodeRED owns the contact information that our citizens have entered into their system. With Everbridge, we will own that contact information, and we can download that information, if needed, to transfer to it another Reverse 911 provider, if that is ever needed.

Sierra County plans to do at least 2 or more countywide All-Calls to inform our citizens that we will be moving our Emergency Notifications over to Everbridge, due to the Next Gen 911 upgrade, and they will need to update their information with Everbridge. Everbridge will provide us with a web link that we will post onto our website, for everyone to use.

Our annual costs for CodeRED services is $7,500.00, Everbridge contract is $5,352.65 annually, and once the State of California provides basic Everbridge, our costs will go away, unless we opt into any extra features from Everbridge.

Sierra County Sheriff's Office would like to enter into an agreement with Everbridge before the CodeRED contract ends. This means that we will have double coverage of a reverse 911 system for around 30 days, giving our citizens time to update their contact information with Everbridge.

everbridge®
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
tel: +1-818-230-9700
fax: +1-818-230-9505
www.everbridge.com

Quotation

Prepared for:
Michael Fisher
Sierra County, CA
207 Front St
Loyalton CA 96118
United States
Ph: (530) 289-3700
Fax: +1.530.993.6790
Email: mikefisher@sierracounty.ca.gov

Quote #: Q-37786
Date: 11/19/2019
Expires On: 3/31/2020
Confidential

Salesperson: Nathan Russell
Phone:
Email: nathan.russell@everbridge.com

Contract Summary Information:	
Contract Period:	12 Months

Contact Summary:

Household Count:	1,158
Employee Count:	

QTY	Product Code	Description	GSA Classification	Price
3,000	101-11-11-0254-000	Mass Notification Base - Tier 1	GSA Product	USD 4,282.12
3,000	101-01-11-1027-000	Everbridge Community Engagement - Tier 1	GSA Product	USD 1,070.53
1	SETUPFEES	Calculated Set Up Fee	Open Market	USD 428.21

Pricing Summary:

Price:	USD 5,352.65
Year One Fees:	USD 5,352.65
One-time Implementation and Setup Fees:	USD 428.21
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 5,780.86**

Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

Authorized by Everbridge:

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

To accept this quote, sign, date and return:

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

SYSTEM INCLUSION
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Everbridge Mass Notification for State and Local Government (BASE)

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your 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 your new Everbridge Mass Notification system.

Usage*

Unlimited Domestic Emergency Alerts and Testing Messages
Unlimited Domestic Non-Emergency Alerts Messaging

*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
Unlimited Administrators for ManageBridge 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
Access to Auto-Translate and Missing Person Message Guides

Key Notification Features

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
One-screen broadcast creation workflow to speed message creation and reduce human error
Everbridge Network to access situational intelligence & notifications shared by other public and private groups
Publish notifications directly Facebook and Twitter
Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
Publish notifications directly to the Smartphones of residents and employees via ContactBridge
Access to IPAWS for authorized agencies
Contact filtering based on custom criteria
Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
Automatic address geo-coding for contacts
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
5 Live Operator Message Initiations per year
Interactive Dashboard for Organizational Activity Summary
Unlimited Notification Templates
Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API
Bulk Contact Management Automation via Secure FTP
Audio Bulletin Board
4 Everbridge basic conference bridge codes

Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast Support
Unlimited Access to Everbridge University classes
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers for Redundant Live Support

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

Everbridge Community Engagement (SLG)

The Community Engagement solution supports 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 allows you to publish event-focused web pages to increase the visibility and safety of your event.

Usage
• Unlimited email messages • Unlimited Facebook & Twitter postings • Unlimited SMS Messages within the United States
Core Platform Access
• Unlimited administrators for web-based portal to initiate messages, reporting and administration • Unlimited number of keyword opt-in recipients • Access to five event keywords • Access to public and private event web pages that are integrated with the Member Portal and can include registration widgets and social sharing options (so visitors can share your notifications to their social networks)
Key Notification Features
• Publish event-based notifications via email and SMS • Publish event-based notifications directly to Facebook and Twitter • Publish event-based notifications directly to event web pages • Publish event-based notifications directly to Member Portal • 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
Set-up, Implementation & Support
• Self-service administrative set up, configuration and default preferences • Initial member data upload and test broadcast support • Unlimited access to Everbridge University classes • 24x7 customer support (phone, web, email) • Global support/operations centers for redundant live support

2011-011

March 15, 2011

CODERED SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and effective as of the last date written below by and between Emergency Communications Network West, LLC, a Nevada Limited Liability Company ("Licensor") with its principal place of business at **9255 Sunset Blvd, Suite 1010, West Hollywood, CA 90069** and ***Sierra County***, a body politic and corporate of the State of ***California*** ("Licensee") located at ***100 Courthouse Square, Suite 15, Downieville, CA 95936.***

Licensor is the marketing agent of a service identified as "CodeRED® Emergency Notification System" (The "Service"), which is designed for authorized Licensed users to have access 24 hours a day 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the "Service" for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license to use the "Service" by ***OES*** department personnel only. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this agreement are granted access to the "Service" by Licensee. Licensee assumes full and complete responsibility for the use of the service by anyone whom Licensee authorizes or permits to use the "Service". Licensee may not assign, license, sublicense, rent, sell or transfer the "Service". To access the "Service" Licensor will provide Licensee with up to ***five (5)*** unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A. The Licensee's license confers no title or ownership in the "Service".

2. **Functionality**: The "Service" provides the ability for the Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The "Service" will utilize an interactive voice response telephone service to record Licensee voice messages and initiate telephone call out projects. Licensee's community database(s) shall be limited to containing residential and/or business contact data residing within the geographic boundaries (determined by Lat/Lon coordinates) of ***Sierra County, California (the CALLING AREA)***. Licensee may input up to two (2) phone numbers per household into the calling database. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. Any additional "Service" functions will be listed on "Exhibit A" attached to this agreement.

3. **Term and Termination:** The License will extend for a period of ***three (3) years*** beginning on the last date this Agreement is signed by both Licensee and Licensor. Upon expiration, Licensee's access to the "Service" will be terminated. Licensee may terminate this Agreement by notifying the Licensor in writing no less than 30 days advance notice. Licensee will return all Confidential Information and copies to Licensor. In the event that Licensor terminates this agreement for reasons other than Licensee's failure to abide by this agreement, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the agreement.

4. **Costs for The "Service"**: During the term of this agreement Licensee agrees to pay all costs for utilizing the "Service" as described in Exhibit A - Service Charges. Pricing for the "Service" is predicated on a population within the CALLING AREA not to exceed ***12,000 at the time of the effective date of this agreement***. A deviation above 10% in Licensee's population effective at the time of renewal of any term may effect pricing. Payment for the "Service" is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this agreement shall be paid to: **Emergency Communications Network West, LLC, Corporate Office, 9 Sunshine Blvd, Ormond Beach, FL 32174.**

5. **Contract Extension:** Upon completion of the original term of this Agreement as outlined above in section three (3), the term of this Agreement will extend for an additional **three-year** period. This contract extension provision (the "extension provision") will continue to extend the contract period by three (3) additional years at the end of each three (3) year contract period. **Either party may cancel this extension provision by submitting written notice to the other no less than 30 days prior to the annual anniversary of the effective date of the Agreement.** Upon extension of the agreement:

   a) Licensor will update its systems to extend the active software license and associated access codes for one additional year of use;
   b) Licensor will invoice Licensee for one additional year(s) of service at the rate of ***seven thousand five hundred dollars ($ 7,500) per year for a total amount of twenty-two thousand five hundred dollars ($22,500) over the 3-year term***.

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Licensee _____

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c) Licensee will be responsible for payment of the contract extension fee upon receipt of invoice from the Licensor.

6. **Copyright:** United States copyright laws and international treaty provisions protect the "Service". Except for the limited license provided, Licensor reserves all rights in and to the "Service" and all underlying data, compilations, and information maintained by Licensor relating to the "Service", including but not limited to, the source or object code.

7. **Warranty:** (a) The "Service" is designed to be active 24 hours per day 365 days per year. (b) Licensee acknowledges that software in general is not error-free and agrees that the existence of such errors in Licensee's software used in conjunction with the "Service" shall not constitute a breach of this License.(c) In the event that Licensee discovers a material error which substantially affects Licensee's use of the "Service" and notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the "Service", provided that such error has not been caused by Licensee's incorrect use, abuse or corruption of the "Service" software, or by use of the "Service" with other software or on equipment with which it is incompatible. (d) Licensee is responsible for maintaining access to the Internet. Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s). (e) Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the "Service" on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services and may not be secure. Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. (f) Licensor cannot guarantee the integrity of any Licensee supplied data. Any errors, duplications, or inaccuracies related to Licensee supplied data will be the responsibility of the Licensee. (g) In no way will either party to this agreement, its officers, employees or agents be liable for indirect, punitive, special, consequential or indirect damages to the other arising from or related to this Agreement. (h) To the extent permitted by the applicable law, Licensor disclaims all warranties with respect to the "Service", either expressed or implied. (i) Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.

8. **Obligations:** Licensee agrees to use the "Service" in a way that conforms with all applicable laws and regulations. Licensee may not initiate a call to be delivered to two (2) or more lines of a business. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee or delivered by the "Service" on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, arising from any use of the "Service".

9. **Confidentiality:** Licensor agrees that in view of the confidential nature of Licensee supplied data and files that it is to prepare, process or maintain under this Agreement, it will perform its duties in such a manner as to prevent the disclosure to any persons not employed by Licensor of any such data and files unless Licensor and Licensee mutually agree in writing otherwise. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor ("Confidential Information"). Confidential Information may include, but is not limited to, the "Service", computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. During this Agreement and for a period of five (5) years thereafter, Licensee agrees that it will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law.

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Licensor _____

Licensee _____

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10. **Entire Agreement:** This Agreement supersedes all prior understandings or agreements between the parties. The terms and conditions of this agreement will supersede any additional terms provided unless mutually agreed to by both parties, including additional terms contained in standard purchase order documents and third party application terms.

11. **Notices:** All notices or requests, demands and other communications hereunder shall be addressed to the parties as follows:

As to **Licensor:** Emergency Communications Network West, LLC, Corporate Office, Attn: General Counsel, 9 Sunshine Blvd, Ormond Beach, FL 32174.

As to **Licensee:** ***Sierra County, Attn: Lee Brown/OES Coordinator, 100 Courthouse Square, Suite 15, Downieville, CA 95936***

With a **Copy** to: Emergency Communications Network West, LLC, 9255 Sunset Blvd, Suite 1010, West Hollywood, CA 90069

12. **General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association. If any dispute arises the prevailing party shall be entitled to the costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee: ***Sierra County, California***

By: Lee Adams

Printed Name: Lee Adams

Title: Chair, Board of Supervisors

Date: March 15, 2011

Licensor: **Emergency Communications Network West, LLC**

By: [signature]

Printed Name: DAVID DIGIACOMO

Title: PRESIDENT

Date: 03/22/2011

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Licensee DD

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Exhibit A – Service Charges

Initial block purchase(s) of Prepaid System Minutes:

Three (3) year CodeRED Service Agreement **$22,500.00**

Payments due in two (2) installments as follows:
$15,000.00 Installment one (1) due prior to the initiation of the Service
$ 7,500.00 Installment two (2) due prior to the third year of Service

Unlimited CodeRED System Minutes $ Included

Up to **5** CodeRED user pass codes $ Included
Additional pass codes may be purchased for an annual fee of $150.00 per pass code.

One (1) CodeRED distance training session $ Included
Additional distance training sessions may be purchased for $150.00 per hour (one hour minimum).

Initial Residential Database Upload $ Waived

Standard CodeRED data collection website $ No Charge

Standard CodeRED mapping interface and data layers $ No Charge

Email and Text Messaging $ No Charge

Annual System Maintenance, including all Software Upgrades $ No Charge

Database Accuracy Updates:

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars ($100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

$100 per hour for database maintenance

OPTIONAL: *GIS Upload and Hosting upon request:* ***$ 2,500***

GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. Up to 10 layers may be loaded for use in the System. Licensee may update up to 10 layers annually at Licensees discretion.

GIS Custom Street "single layer" Upload and Hosting upon request: ***$250***

Initials
Licensor LH DJ
Licensee ____

Appendix E

Performance Report Template

Proposition 1B Transit System Safety, Security and Disaster Response Account Program

Date: 12/17/2009
Grant ID Number: 6061-02
OES ID Number: 091-95002
Recipient Agency: Sierra County Transportation
Project Name: Interoperable communications
Fiscal Year/Performance Period: 07-08 FY
Notification of Grant Award Date: 08-28-2009
Anticipated Completion Date: 12/2010

Milestones - Insert milestones from grant award letter - detail progress made toward meeting milestone.

1) This project will be started in July of 2009 and completed by October of 2009. Radios were installed into all existing Transit vehicles as well as the two required base stations for a cost of $4,905.00. The two vehicles to be purchased with ARRA funding have not yet been ordered and are not expected to be received the end of 2010. This project will be competed ate these vehicles are received and radios are installed.

Signature of Authorized Agent **Date**

Name: Bryan Davey
Title: Transportation Planner
Phone: 530-289-3201
Email: bdavey@sierracounty.ws

Additional Required Documents

- An updated inventory ledger and project roster that reflects any changes during the performance period.
- A spreadsheet showing expenditures to date.
- Financial statement showing account activity and accrued interest. **There is no accrued interest as expenses were incurred prior to receiving funds.**