



SHERIFF'S OFFICE
COUNTY OF HUMBOLDT

826 FOURTH STREET
 EUREKA, CALIFORNIA 95501-0516 PHONE (707) 445-7251

For the meeting of: December 2, 2014

Date: October 20, 2014
 To: BOARD OF SUPERVISORS
 From: MICHAEL DOWNEY, SHERIFF
 Subject: APPROVE SERVICE AGREEMENT WITH AIRBUS DS COMMUNICATIONS AND ACCEPT PROPOSAL FOR 5 YEAR TERM FOR COMMUNICATOR! NXT 4.4 GEOCAST WEB SYSTEM

RECOMMENDATION(S):

That the Board of Supervisors

1. Approve service agreement and proposal with Airbus DS Communications for an upgraded telephone emergency notification system; and
2. Authorize the Chair to sign the Airbus DS Communications Service Agreement.
3. Direct the Clerk of the Board to return the fully executed Agreement to the Sheriff's Office, Attention Keri Furtado for further processing.

SOURCE OF FUNDING: Emergency Management Performance Grant (EMPG) & General Fund

DISCUSSION:

The existing Reverse 911 system is outdated and needs upgrading. Currently the system is limited to land line telephones, located "on-sight" and has a limited number of dedicated phone lines to use in the case of emergency. Communicator! NXT 4.4 includes a customized self-registration portal where the public can add their own emergency contact information and will no longer be limited to land lines. It will be "hosted", meaning the phones lines and hardware are located at the vendor site. More importantly, the new system will improve the County's ability to move emergent information to the public during time critical situations by increasing the number of phone lines that are available to use. Communicator! NXT 4.4 allows the County to keep current with technology.

FINANCIAL IMPACT:

The annual cost for the five year term of Communicator! NXT 4.4 is \$12,130.00 and total cost of the contract for the five years will be \$60,650.00. After the five years the annual cost will increase. The annual cost is split equally between budget units 221 (Sheriff) and 274 (Office of Emergency Services). The EMPG grant funds the 274 portion and the general fund pays for the 221 share.

Prepared by [Signature] CAO Approval [Signature]
 REVIEW: Auditor [Signature] County Counsel [Signature] Personnel _____ Risk Manager [Signature] Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Lovlace
 Seconded by Supervisor Bass
 And unanimously carried by those members present,
 The Board hereby adopts the recommended action
 contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. B-2

Meeting of: 09-09-2008

Dated: Dec. 2, 2014
 Kathy Hayes, Clerk of the Board

By: [Signature]

The recommendations before the Board support the Board Strategic Framework, Core Roles, by providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT: Office of Emergency Services

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the agreement and proposal. This is not recommended as the current system is outdated and needs to be updated to ensure maximum public notification in an emergency.

ATTACHMENTS: 1. Airbus DS Communications Service Agreement
2. Communicator! NXT Proposal

MD:kf
Agnreverse911-2014

AIRBUS DS COMMUNICATIONS

SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is made and entered into this **9th of October, 2014** (“**Effective Date**”) by and between **Airbus DS Communications, Inc.**, a California corporation (“**Airbus DS Communications**”), located at 42505 Rio Nedo, Temecula, CA 92590, or its authorized reseller, and **Humboldt County, CA** (“**Customer**”), located at 825 5th Street, Eureka, CA 95501. Both Airbus DS Communications and Customer may alternatively be referred to as a “**Party**” and collectively as the “**Parties**”.

1. Definitions.

1.1 “Content” means the audio and visual information, Documentation, Software, products and services contained or made available to Customer in the course of using the Service.

1.2 “Customer Data” means any data, information or material that Customer submits to the Service in the course of using the Service.

1.3 “Documentation” means on-line material provided by Airbus DS Communications or its authorized reseller to assist Customer in the use of the Service.

1.4 “Initial Service Term” means the period of time commencing on the online date for Services as set forth in the Customer Proposal DIR48295 (“**Proposal**”) attached hereto and incorporated herein as Exhibit A.

1.5 “Airbus DS Communications Technology” means the Airbus DS Communications provided technology (including but not limited to Documentation, Software, hardware, equipment, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Airbus DS Communications in providing the Service.

1.6 “Software” means the application software programs and any updates, modifications and corrections thereto to which Airbus DS Communications has granted access to Customer as part of the Service hereunder.

1.7 “Service” means the emergency notification system accessible via the Internet and all associated applications and modules identified in the Proposal and purchased by Customer and all ancillary online or offline products and services provided to Customer by Airbus DS Communications hereafter.

1.8 “User” shall refer to Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied with user identifications and passwords by Customer.

2. Payment and Taxes.

2.1 Customer’s Purchase. In consideration of the fees described herein, Airbus DS Communications or its authorized reseller shall provide Customer with access to the Service as described herein and as governed by the terms and conditions of this Agreement, accepted Proposal, and incorporated documents. Additional services may be added by the parties throughout the term of this Agreement through a subsequent proposal issued by Airbus DS Communications, which may be accepted through Customer purchase order and shall be governed by the terms and conditions set forth under this Agreement.

2.2 Fees of Service. For the Initial Service Term, Customer will pay Airbus DS Communications or its authorized reseller the amount set forth in the Proposal. Payment shall be made within thirty (30) days from the date of the invoice. License rights granted hereunder and Services shall automatically renew annually unless terminated by Customer’s written notice to Airbus DS Communications or its authorized reseller not less than ninety (90) days prior to the expiration of the then in effect term. Airbus DS Communications or its authorized reseller shall invoice Customer for the renewal term sixty (60) calendar days prior to the then in effect term. Payment on the renewal invoice shall be due on or before the expiration of the current term.

2.3 Calling Minutes / SMS Messages. See Proposal.

2.4 Taxes. Customer will pay all taxes based on this Agreement or any product or services related thereto, excluding taxes based on Airbus DS Communications’ income, but including personal property taxes, if any. All shipping and insurance charges for products shipped between Airbus DS Communications and Customer will be paid by Customer.

2.5 Late Charges. In addition to any other remedy available to Airbus DS Communications, for a late payment by Customer, Customer shall pay a charge of 1.5% per month, or the maximum percentage permitted by applicable law, whichever is less, on any amount not paid when due.

3. License, Access and Use of the Service.

3.1 License: Airbus DS Communications hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Service, solely for Customer's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by Airbus DS Communications and its licensors.

3.2 Access: Customer and Airbus DS Communications shall agree upon, prior to Customer's use of the Service, the offices and Users authorized to access the Service and such Users shall be identified in writing in advance by Customer. Customer may modify the Users of the Service by providing advance written notice to Airbus DS Communications. Customer may authorize access for the number of simultaneous, concurrent Users of the Service at any given time. Passwords provided for Service access may be used only by authorized personnel. Neither Customer nor its authorized personnel shall divulge, sublicense, assign or transfer to any third party passwords established for access to the Service. Customer shall be responsible for the confidentiality and security of its User identifications and passwords.

3.3 Customer Responsibilities: Customer is responsible for all activity occurring in its User accounts and shall abide by all applicable local, state, national and foreign law, treaties and regulations in connection with Customer's use of the Service, including but not limited to data privacy, security, international communications and the transmission of technical or personal data. Customer shall: (i) Prevent unauthorized access to the Service and notify Airbus DS Communications immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Airbus DS Communications immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) ensure that use of the Service by all of Customer's Users is in compliance with this Agreement.

3.4 Restrictions: Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (iv) send spam or otherwise duplicative or unsolicited messages in violation of applicable law; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (vi) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of the Service or the data contained therein, including but not limited to Customer Data; (viii) attempt to gain unauthorized access to the Service or its related systems or networks; (ix) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

4. Customer Data. Airbus DS Communications does not own any data, information or material that Customer submits to the Service in the course of using the Service ("Customer Data"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Customer Data. Airbus DS Communications shall not be responsible or liable for the deletion, correction, destruction, damage loss or failure to store any Customer Data. Customer shall maintain a copy of all Customer Data. Customer is solely responsible for adherence to any privacy act or regulation regarding such Customer Data and Airbus DS Communications will have no responsibility with respect to the same. Regarding any self registration portal tool purchased or licensed by Customer through or with Airbus DS Communications, Customer shall assume all duties, obligations and compliance with any applicable law regarding its use, including but not limited to the gathering, storage and dissemination of such Customer Data. Customer shall also be solely responsible for communicating any applicable notices or terms of use to its registrants. These duties and obligations are non-delegable by Customer to Airbus DS Communications.

5. Privacy and Security; Disclosure. Airbus DS Communications' Data Security and Encryption Policy and Hosting Center Policy are available upon Customer request. Airbus DS Communications reserves the right to modify these policies in its reasonable discretion from time to time. Note that because the Service is a hosted,

online application, Airbus DS Communications may need to notify all Users of the Service of important announcements regarding the operation of the Service and will use Customer information for that purpose.

6. Training and Support Services

6.1 Training. Training, if purchased by Customer, will be reflected on the corresponding invoice.

6.2 Subject to the terms and conditions of this Agreement and provided that Customer pays all applicable fees related to the Service, Airbus DS Communications shall provide Customer with support described in this Agreement and as more particularly described in Airbus DS Communications' Technical Service Center Support Plan ("Support Plan") a copy of which may be viewed at <http://support.airbus-dscomm.com> and is incorporated herein by reference. Airbus DS Communications reserves the right to modify the terms and conditions of the Technical Service Center Support Plan at any time, effective upon posting of an updated version. Customer is responsible for regularly reviewing the TSC Support Plan. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

7. Warranty.

7.1 Warranty. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Airbus DS Communications represents and warrants that it will provide the Service in a manner consistent with general industry standard reasonably applicable to the provision thereof and that the Services will perform substantially in accordance with the online Airbus DS Communications Documentation under normal use and circumstances. The Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service.

7.1.1 During the Initial Service Term, Airbus DS Communications will provide such assistance as it deems reasonably necessary to cause the Airbus DS Communications Service to perform materially in accordance with the then current Documentation provided that Customer's use is in accordance with this Agreement and the Documentation.

7.1.2 Customer's Remedy: CUSTOMER'S EXCLUSIVE REMEDY, AND AIRBUS DS COMMUNICATIONS ENTIRE LIABILITY IN CONTRACT, TORT OR OTHERWISE FOR BREACH OF ANY OF THE ABOVE WARRANTIES WILL BE TO USE ITS COMMERCIALY REASONABLE EFFORTS TO PROVIDE A CORRECTION OR WORK AROUND FOR ANY MATERIAL NONCONFORMITY WHICH IS (i) REPORTED TO AIRBUS DS COMMUNICATIONS BY CUSTOMER WHILE AIRBUS DS COMMUNICATIONS IS OBLIGATED TO PERFORM SUPPORT SERVICES AND (ii) REPRODUCIBLE BY AIRBUS DS COMMUNICATIONS IN THE EXECUTION ENVIRONMENT.

7.2 Disclaimer of Warranties. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES. AIRBUS DS COMMUNICATIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. AIRBUS DS COMMUNICATIONS DOES NOT WARRANT THAT THE SOFTWARE OR SERVICE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

IF THE AIRBUS DS COMMUNICATIONS SERVICE IS USED IN EMERGENCY SITUATIONS, THEN THE SERVICE IS INTENDED TO ONLY INCREASE THE NOTICE WHICH WILL BE GIVEN. THERE IS AND CAN NOT BE ANY GUARANTEE THAT ALL PERSONS INTENDED TO BE CONTACTED WILL BE CONTACTED. AIRBUS DS COMMUNICATIONS ACCEPTS NO RESPONSIBILITY FOR ANY FAILURE OF THE AIRBUS DS COMMUNICATIONS SERVICE TO CONTACT ANY PERSON OR PERSONS AND IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY FAILURE TO CONTACT ANYONE.

7.3 The warranties in this Section 7 will not apply to any defects or problems caused in whole or part by (i) defects in any equipment, (ii) failure of any portion of equipment to function in accordance with manufacturer's specifications, (iii) modifications or enhancements made to the Service by anyone other than Airbus DS Communications, (iv) any software, hardware, firmware, peripheral or communication devices used with the Service not provided by or approved of in writing by Airbus DS Communications, (v) failure of Customer or any third party to follow Airbus DS Communications' most current instructions for proper use of the Service, (vi) negligence of Customer or any third party, or (vii) failure to install and use the updates, modifications and corrections provided by

Airbus DS Communications. If Customer falls within any of the foregoing exceptions and requests Airbus DS Communications to provide support services for such defect or problem, Customer will pay Airbus DS Communications for such services at Airbus DS Communications' then current hourly rate.

7.4 Intellectual Property, Trademark and Copyright. Airbus DS Communications retains ownership of the Software and Service, any portions or copies thereof, and all rights therein. Airbus DS Communications reserves all rights not expressly granted to Customer. This Agreement does not grant Customer any rights in connection with any trademarks or service marks of Airbus DS Communications, its suppliers or licensors. All right, title, interest and copyrights in and to the Software, Service and Documentation and any copies thereof are owned by Airbus DS Communications, its suppliers or licensors. All title and intellectual property rights in and to the Content which may be accessed through use of the Service is the property of the respective Content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants Customer no rights to use such Content.

8. Limitation of Liability. IN NO EVENT WILL AIRBUS DS COMMUNICATIONS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF AIRBUS DS COMMUNICATIONS HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AIRBUS DS COMMUNICATIONS'S TOTAL LIABILITY TO CUSTOMER HEREUNDER, IF ANY, WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO AIRBUS DS COMMUNICATIONS HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Confidentiality. A Party receiving Information (defined below) of the other will not disclose such Information other than to persons in its organization who have a need to know and who will be required to comply with this Section 9. The Party receiving Information will not use such Information for a purpose inconsistent with the terms of this Agreement. "Information" means the Software, Documentation and all information and intellectual property related thereto (including, but not limited to all databases provided to Customer by Airbus DS Communications whether created by Airbus DS Communications or its third party licensors such as, without limitation, the mapping product databases) as well as information related to the business of Airbus DS Communications or Customer. Information will not include: (i) information publicly known prior to disclosure; (ii) information coming into the lawful possession of the recipient without any confidentiality obligation; and (iii) information required to be disclosed pursuant to regulatory action or court order, provided adequate prior written notice of any request to disclose is given to the Party whose information is to be disclosed. Each Party will exercise at least the same degree of care to safeguard the confidentiality of the other's Information as it does to safeguard its own proprietary confidential information, but not less than a reasonable degree of care.

10. Infringement Indemnity. With the exception of any third party software, hardware or equipment that may be provided under this Agreement, Airbus DS Communications agrees to hold Customer harmless from liability to third parties resulting from infringement of any United States patent or copyright or trade secret by the Airbus DS Communications software purchased hereunder and Airbus DS Communications further agrees to pay all damages and costs, including reasonable legal fees, which may be assessed against Customer under any such claim or action. Airbus DS Communications shall be released from the foregoing obligation unless Customer provides Airbus DS Communications with (i) written notice within fifteen (15) days of the date Customer first becomes aware of such a claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement thereof; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Without limiting the foregoing, if a final injunction is, or Airbus DS Communications believes, in its sole discretion, is likely to be, entered prohibiting the use of the software by Customer as contemplated herein, Airbus DS Communications will, at its sole option and expense, either (a) procure for Customer the right to use the infringing software as provided herein or (b) replace the infringing software with noninfringing, functionally equivalent products, or (c) suitably modify the infringing software so that it is not infringing; or (d) in the event (a), (b) and (c) are not commercially reasonable, terminate the license, accept return of the infringing software and refund to Customer an equitable portion of the license fee paid therefor. Except as specified above, Airbus DS Communications will not be liable for any costs or expenses incurred without its prior written authorization. Notwithstanding the foregoing, Airbus DS Communications assumes no liability for infringement claims with respect to software (i) not supplied by Airbus DS

Communications, (ii) made in whole or in part in accordance to Customer's specifications, (iii) that is modified after delivery by Airbus DS Communications, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the software is not strictly in accordance with this Agreement. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF AIRBUS DS COMMUNICATIONS AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE.

11. Injunctive Relief. Each Party acknowledges that a violation or threatened violation by it of Section 9 hereof would result in damage that is largely intangible but nonetheless real and that is incapable of complete remedy by award of damages. Thus, such violation or threatened violation will give the injured Party the right to a court-ordered injunction to specifically enforce such covenant or obligation. The Party in violation of any such section shall pay as damages reasonable expenses, including but not limited to attorney fees, incurred in obtaining specific enforcement.

12. Indemnification. Customer shall indemnify, defend and hold Airbus DS Communications, its licensors and each such Party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) A claim alleging that use of the Customer Data infringes the rights of, or has caused harm to a third party; (ii) a claim which if true, would constitute a violation by Customer of its representations and warranties contained herein; (iii) a claim arising from the breach by Customer of this Agreement, provided in any such case that Airbus DS Communications (a) gives Customer timely written notice of the claim; and (b) provides Customer all available information and assistance. Customer shall not settle or compromise any such claim without Airbus DS Communications' prior written consent.

Airbus DS Communications shall indemnify, defend and hold Customer, its licensors and each such Party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim which if true, would constitute a violation by Airbus DS Communications of its representations and warranties contained herein; (ii) a claim arising from the breach by Airbus DS Communications of this Agreement, provided in any such case that Customer (a) gives Airbus DS Communications timely written notice of the claim; and (b) provides Airbus DS Communications all available information and assistance. Airbus DS Communications shall not settle or compromise any such claim without Customer's prior written consent.

13. Term. This Agreement will commence upon the Effective Date and shall continue until the end of the Initial Service Term as set forth in the Proposal. During the Initial Service Term, this Agreement shall not be terminable by Customer, except in instances of material breach (described below). Immediately following the Initial Service Term, this Agreement shall automatically renew for additional one (1) year terms ("Renewal Term") in accordance with Paragraph 2.2, above.

14. Termination.

14.1 Airbus DS Communications may terminate this Agreement without further obligation or liability to Customer if:

14.1.1 Customer fails to timely pay any amounts due under this Agreement and fails to make such payments within ten (10) days of written notice from Airbus DS Communications;

14.1.2 Customer commits any material breach of this Agreement and fails to remedy such breach within ten (10) days of written notice from Airbus DS Communications; or

14.1.3 Customer becomes the subject of a petition in bankruptcy; is or becomes insolvent; or admits a general inability to pay its debts as they become due.

14.2 Customer may terminate this Agreement if Airbus DS Communications commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days of written notice from Customer.

14.3 Upon termination or expiration of this Agreement, Customer shall be prohibited from further use of the Service and shall promptly return copies of any Documentation in its possession, if any, to Airbus DS

Communications. All amounts owed to Airbus DS Communications, including but not limited to amounts due for setup services provided by Airbus DS Communications, shall be immediately due and payable, and Airbus DS Communications will cease performance of all obligations hereunder without liability to Customer. Sections 8, 9, 10, 11, 12, 14.3, 16 and 21 will survive termination or expiration. Upon termination, Customer shall have sixty (60) days to notify Airbus DS Communications if it opts to have Customer Data returned by Airbus DS Communications at the expense of Customer. In the event termination is due to Customer's failure to pay all fees due hereunder, Airbus DS Communications reserves the right to withhold return of Customer Data until paid in full. If Customer does not contact Airbus DS Communications during such 60 day timeframe and/or all fees are not paid current during that timeframe, Airbus DS Communications may destroy the Customer Data. Airbus DS Communications has no obligation to provide transition services in connection with Customer's election to utilize an alternative vendor.

15. Local Laws and Export Control. The Service utilizes Software and Technology that may be subject to United States export controls administered by the U.S. Department of Commerce, U.S. Department of State, U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. The Customer acknowledges and agrees that the Service shall not be used, and none of the underlying information, Customer Data, Software, Documentation or Airbus DS Communications Technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service Customer represents and warrants that is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to strictly comply with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15. C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Airbus DS Communications and its licensors make no representation that the Service is appropriate or available for use in other locations. If Customer uses this Service from outside the United States, Customer is solely responsible for compliance with all applicable laws, including without limitation, export and import regulations of other countries. Any diversion of the Customer Data, Airbus DS Communications Technology and/or Content contrary to United States law is strictly prohibited.

16. Other Remedies. Airbus DS Communications' rights and remedies under this Agreement will be cumulative and in addition to all other rights and remedies available to Airbus DS Communications in law and in equity.

17. Assignment. Neither this Agreement nor any rights or duties hereunder may be transferred, assigned, sublicensed or otherwise disposed of by Customer to a third party, by operation of law or otherwise, without Airbus DS Communications' prior written consent. Notwithstanding the foregoing, Airbus DS Communications may assign its interests to a parent or affiliate company in the event of sale or merger of its assets so long as the acquiring entity agrees to assume all of Airbus DS Communications' duties and obligations hereunder.

18. Partial Invalidity. If any provision of this Agreement is ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.

19. Modification; Waiver. Airbus DS Communications reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement online. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such change shall constitute Customer's consent to such change. No term or condition of this Agreement may be waived except in writing signed by the Party charged with waiver. A waiver will operate only as to the specific term or condition waived and will not constitute a waiver for the future.

20. Notice. All notices and other communications required or contemplated herein will be in writing and delivered either by (i) personal delivery; (ii) expedited messenger service; or (iii) postage prepaid return receipt requested certified mail; at the addresses first written above or such other address as the intended recipient previously has designated by written notice to the sender.

21. Governing Law. This Agreement will be governed exclusively by the laws of the State of California, without regard to its conflict of laws provisions.

22. Third Party Beneficiaries. None of the provisions of this Agreement is intended by the parties, nor shall they be deemed, to confer any benefit on any person not a Party to this Agreement.

23. Independent Contractors. The relationship of the parties hereunder will be one of independent contractors and not that of a franchise, joint venture or employer. Neither Party will have, and neither of them will represent to any other person that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other, except as expressly provided by this Agreement or as otherwise permitted in writing signed by both parties.

24. Entire Agreement. This Agreement and its schedules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede and cancel all prior agreements between the parties, written, oral or implied with respect to the subject matter hereof. The terms of any customer-provided purchase order or invoice concerning any product or service provided hereunder will not serve to replace, modify or supersede the terms of this Agreement. The terms of this Agreement shall prevail for any and all purposes.

25. Headings. Headings are included in this Agreement for convenience only and are not to be deemed to be part of this Agreement. The interpretation of this Agreement will not be affected by any heading herein.

26. Force Majeure. In the event an act of government, war, fire, flood, act of God, power shortages or blackouts, breakdown of telephone lines and services, failure of the Internet, or other causes beyond the reasonable control of Airbus DS Communications prevents Airbus DS Communications from performing in accordance with the terms of this Agreement, such nonperformance shall be excused and shall not be considered a breach or default for so long as such conditions prevail. AIRBUS DS COMMUNICATIONS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AIRBUS DS COMMUNICATIONS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY FOR SUCH DELAY, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

27. Marketing. Customer hereby provides its consent to be identified as a customer in sales announcements or other marketing material generated by Airbus DS Communications from time to time during the term of this Agreement.

28. Nuclear Free Humboldt County Ordinance Compliance. Airbus DS Communications certifies by its signature below that Airbus DS Communications is not a Nuclear Weapons Contractor, in that Airbus DS Communications is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Airbus DS Communications agrees to notify Licensee immediately if it becomes a nuclear weapons contractor as defined above. Licensee may immediately terminate this Agreement if it determines that the foregoing certification is false or if Airbus DS Communications becomes a nuclear weapons contractor

29. Nondiscrimination. Airbus DS Communications shall comply with Title VII of the Civil Rights Act of 1964 and no person shall, on the grounds of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classification protected by federal, state, or local laws and ordinances be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

30. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it will become effective as of the Effective Date stated above. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

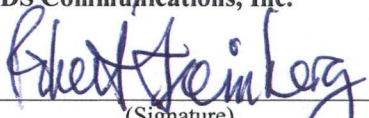
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

APPROVED AND EXECUTED:


TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

Airbus DS Communications, Inc.

By: 
(Signature)

Title: ROBERT FREINBERG, PRESIDENT
[Print Name and Title of Signer:
If Corporate: Chairman, President or
Vice President]

By: 

Title: PAULA PILEGGI, SECRETARY
[Print Name and Title of Signer: If Corporate: Secretary,
Assistant Secretary, CFO or Assistant Treasurer]

Customer

County of Humboldt

By: 

Title: Chair, Board of Supervisors

ATTESTED TO:

By: 
Clerk of the Board of Supervisors

COUNTY RISK MANAGEMENT APPROVAL:

By: _____

Cassidian Communications Notification Solutions and Services

For Comprehensive List and Map-Based Communications



Public Safety



Business Continuity



Homeland Defense

Prepared For:

Humboldt County

9/22/2014

This proposal is valid for 90 days

Thank you for the opportunity for Cassidian Communications, an EADS North America company, to provide our industry renowned Notification Solutions and Services (NSS).

Throughout our history, we have engineered premise-based and hosted platforms to consistently perform in situations impacting operational resiliency and personal safety. Our solutions are scalable in design, supporting simple to highly complex communications and budgets of every size. As a result, thousands of public and private sector clients worldwide look to us for the experience, choice and performance essential to executing their rapid notification strategies.

Experience. With almost 30 years in the industry, our growing list of clients speaks volumes toward the integrity and commitment of Cassidian Communications, and demonstrates our continued investment in people, business processes, applications and global presence. Other key points include:

- Highly diverse customer community spanning multiple industries, including defense, security, finance, healthcare, utility, retail, oil and chemical, as well as public safety and government
- Detailed knowledge and integration with commonly used incident management tools, databases and technologies
- Thorough understanding of emerging communications standards, alerting protocols and emergency notification pitfalls

Choice. Only Cassidian Communications offers discrete deployment options adaptable to any environment or operational need, yet fully engineered to support the unique communications needs of our clients. Our broad range of offerings, coupled with invaluable customer input, allows us to be active consultants in the design, deployment and support of our notification solutions and services.

- Premise-based, hosted (SaaS model) and hybrid platforms
- List- and map-based applications
- API integration with various applications, databases and/or technologies
- Complete scalability across jurisdictions or through public-private partnerships

Performance. Cassidian Communications notification solutions and services have proven secure and reliable in the most extreme situations. Our people, systems and business processes help organizations to reduce risk, shorten recovery time, maintain public confidence and enhance regulatory compliance. Their success drives our ongoing development efforts and customer service initiatives, allowing us to continually raise the bar in the notification industry.

- Security-hardened offerings; passing of rigorous vulnerability assessments
- Multiple Tier III, geographically dispersed and SSAE 16 (formerly SAS 70) certified data centers
- Earned Joint Interoperability Test Command (JITC) certification
- ISO 9001:2008-certified organization

The Communicator! NXT

The Communicator!® NXT™ is the latest critical communications software solution from Cassidian Communications. Available on-premise, hosted or hybrid (combination), it is a web-based application that enables easy and quick delivery of messages to virtually any communications device. The software, accessible using a web browser (via the Internet, LAN or WAN), provides rules-based staff and group notifications. Initiate notifications in a matter of seconds such as: work-place violence, staffing issues, BC/DR drills, security breaches, department notices, employee safety, network failures, Teleconference Bridge, school closings, campus law enforcement, help-desk notifications, and many more.

Only The Communicator! NXT solution possesses the speed and intelligence required to mobilize groups of any size or type. The application easily fills positions based on specified criteria such as skill, certification and availability. It also integrates with third-party tools and databases through a simple yet robust Application Programming Interface (API).

With The Communicator! NXT solution, notifications can be activated directly from the desktop or remotely by phone. Users can modify contacts, prepare messages and assess results, easily managing communications from start to finish.



Built on ESRI's ArcIMS technology, the GeoCast® Web™ solution from Cassidian Communications brings true, one-to-many communication to the worldwide web, making the Internet a safe and secure environment for even the most critical and widespread of notifications. Simply log into a password-protected website to view digital, street-level maps of your specific area, and then isolate location(s) requiring communication. GeoCast Web automatically builds a contact list, rapidly alerting people based on their geographic location.

A few key features include:

- Seamless geocoding of 9-1-1 data and mapping coordinates
- Highly flexible directional calling capability (i.e., north to south, closest to farthest, etc.)
- Comprehensive reporting for a full audit trail
- Accommodates unlimited map layers, entities, scale values and attributes
- Saves messages, including text-to-speech (TTS), and pre-defined geozones for future use
- TTY/TDD detection for hearing-impaired notification



Humboldt County

**Customer: Jim Storm
Sandy Allsop**

Date: 9/22/2014

**Acct. Executive: Jason Pilote
615-791-3953
jason.pilote@cassidiancommunications.com**

Proposal: DIR48295

Solution Offered: Hosted- Communicator! NXT 4.4 & GeoCast Web Solution Suites: Powerful, web-based application automates even the most complex list-based (Communicator NXT) and map-based (Geocast Web) notification procedures. Quickly provides individuals with situation details or instruction and gathers critical feedback, such as ETA.

Term: 5 Year (rate lock-in)

Includes:

- **Web-Based Application:** software accessible using a web browser (via Internet, LAN, or WAN)
 - **List- and map-based notification**
 - **Enhanced Browser Compatibility (version 4.4):** Security Users can access The Communicator! NXT notification solution using their preferred web browser. Supported web browsers include: Firefox®, Google Chrome™, Safari®, Microsoft® Internet Explorer® 7, Microsoft® Internet Explorer® 8, and Microsoft® Internet Explorer® 9
 - **Upgraded Server Compatibility:** The Communicator! NXT platform has been upgraded to operate with Microsoft® Windows Server® 2008 and Microsoft® SQL Server 2008
 - **Advanced Encryption Standard:** data integrity is always a topic of interest for database managers and system administrators alike. With this in mind, Cassidian Communications has incorporated AES (256-bit) encryption to better protect your security information including passwords and PIN numbers
 - **Notification Methods:** mobile device, fax (optional), telephone, SMS Text, email, pager, overhead page
 - **Qualification Methods:** Phone, email, SMS Text
 - **75,000 Universal Calling Minutes/SMS (text) Message Units**
 - Up to 10 concurrent users
 - Voice or Text to Speech-English (other languages available)
 - SAML Authentication
 - Web Accessibility for the Disabled
 - "Chat" with Technical Support from Communicator! NXT
-

- Improved Web Accessibility for the Disabled
- Two Way SMS Messaging
- Auto Text for Messages
- Record By Phone: New Voice Message Creation Tool
- Completed Reports Tab
- Customize "Caller ID" Displayed to Call Recipient by Company
- Set Time Zone for Each Company
- International Phone Number Format
- **Redundant Host Backup:** a complimentary, secondary, back-up system which provides near, real-time redundancy of your primary system to a standby server located in our 2nd hosting center, in Mesa, Arizona. This service allows your operation to use an alternate server should your primary server be rendered unavailable or inoperative for any reason
- **Custom Reports:** create your own reports, specifically designed by you
- **Inbound Bulletin Board** is used to deliver status updates or general information to incoming callers (e.g., residents, community groups, employees, etc.). It can be used to provide emergency or everyday information, saving time and resources from answering routine informational calls.
- **Web/Telephone Check-In** allows you to automatically validate the well-being of your personnel, ultimately maximizing employee accountability measures. Personnel provide their status by telephone or through a secure website, and reports provide check-in responses for follow-up action
- **Customized Self-Registration Portal (SRP)**– Map to GCW
 - Collection of cell phone numbers, VoIP, emails
 - Automatically geo-codes
- **Unlimited Emails:** no minute charges for use of emails
- **Annual Geo-coding (99.9% data accuracy rating)**
 - Customer to provide maps and data; additional options are available via Cassidian
- **MassCall** option for increased capacity callouts in large-scale events (32,000 phone lines)
- Annual Software Maintenance, and Support Plan
- **Project Coordination and Hosting Setup**
- **Unlimited Access to CBT's** (Computer-based training modules) where you can view, at your convenience, live, pre-recorded training sessions; brush up on skills, or train new users of the system
- **24/7/365 Technical Support** (including access to the NSS support portal)

Annual Cost: \$12,130

Comparison:

- Current Costs:
 - o Reverse911 = \$6,573
 - o SRP = \$3,000
 - o MassCall = \$828
 - o **Current Total Annual Cost = \$10,401**
 - o (Optional Add-On) Annual Geocoding = \$3,000
 - o **Current Total Annual Cost w/ Geocoding = \$13,401**
 - o Additional Costs = Current T1 system, overhead for use of server, \$6,000 annual cost for contact information

- The annual cost for The Communicator! NXT, which includes Reverse911, SRP, MassCall, Annual Geocoding, County Map, and Phone Data is **\$12,130**

Optional Add-ons

NXT & GCW Training

NXT & GCW Training @ NSS- 1 seat: \$1,000

NXT/GCW Training @ NSS -> two seats (per seat): \$750

OnSite NXT & GCW Training

Onsite NXT/GCW Training – 5+ participants (per person): \$600

Basic Domestic Travel for Training: \$1,200

Web Training

NXT/GCW Web Training per seat: \$750

Cassidian Communications understands that every organization has unique communications needs, and has developed a variety of add-on's to complement your existing configuration. To fulfill your notification requirements, we have included the following options in our proposal. *Some of these options may have been already added to your proposal above.*

Additional Company

A Company enables you to completely segregate your organization's data into separate databases within your emergency notification solution. This ensures data integrity and provides security when other departments or agencies share the system, as they cannot view or modify information outside of their own Company.

API SDK (XML, SOAP and .NET API)

The Application Programming Interface (API) allows The Communicator! NXT to integrate with other technologies inside your organization (e.g., HR databases, overhead paging systems, BC/DR tools, etc.), further streamlining your critical communication processes. It also provides you the ability to configure the system in any language through the user interface (using double-byte support).

Auto Import

The Auto Import feature directs The Communicator! NXT to watch a designated directory or folder for a data file, which is automatically imported without human intervention based on a designated schedule/frequency.

Community Care

Community Care enables designated caregivers to feel confident knowing the individuals they are responsible for are being automatically checked on by telephone when unaccompanied. More importantly, if the person cannot be reached or indicates that he/she needs help, the caregiver is alerted of the situation or local authorities are notified to send someone to the residence.

Conference Bridge/Call Transfer

The Conference Bridge/Call Transfer option serves as a virtual meeting place, bringing key individuals together by telephone. This option can be set up to transfer call recipients to a conference bridge, live operator, help desk or other designated telephone line. It can also be used to transfer a call recipient into The Communicator! NXT to activate other scenarios.

DataSync Back-up

Using SQL Server™ backup and restore technology, DataSync Back-up provides near real-time back-up of The Communicator! NXT to a standby server located in Cassidian Communications Hosting Center. This option creates a redundant system, allowing your operation to use an alternate server should your primary server be rendered unavailable or inoperable for any reason.

Desktop Alerting

Cassidian Communications provides desktop alerting applications, which instantly disseminate messages to the screens of any networked PC or laptop. Depending on your needs, audible and/or visual alerts take precedence over all other open applications, ensuring the notification is received.

Inbound Bulletin Board

The Inbound Bulletin Board is used to deliver status updates or general information to incoming callers (e.g., residents, community groups, employees, etc.). It can be used to provide emergency or everyday information, saving time and resources from answering routine informational calls.

Self-Registration Portal (SRP)

The SRP is a customizable, highly secure and easy-to-access web tool that allows people to sign up to receive notifications. Once implemented, the option to "click to register" appears on your website or intranet, quickly linking individuals to the SRP's URL. Here, they can complete a short web form, supplying their physical/email addresses and phone numbers. In addition, they can opt in their SMS device to receive text messages, or even select to receive emergency and/or routine messages.

Survey

The Survey module allows you to compose any number of questions for delivery via phone and/or email. It can be used to collect information pertaining to a variety of events, including pandemics, hurricanes, service outages and more. The Survey module also allows individuals to provide feedback about their well-being, enabling you to know if they are safe and okay. Responses are viewed in real-time reports, available in detail and summary formats.

Web/Telephone Check-In

Web/Telephone Check-In allows you to automatically validate the well-being of your personnel, ultimately maximizing employee accountability measures. Personnel provide their status by telephone or through a secure website, and reports provide check-in responses for follow-up action.

Installation, Support & Training

Cassidian Communications provides a variety of resources to assist you in the successful use of your emergency notification solution, to include:

Installation

- Assignment of project manager to successfully lead installation and coordination of your solution deployment
- Guidance and project coordination/planning to ensure The Communicator! NXT is configured to function correctly within your infrastructure
- Premise-based configurations include on-site installation and readiness testing by technician
- Assistance with importing of data and creation of initial notification scenarios

Support

- 24/7 multi-tier Technical Services Help Desk made up of a team of full-time professionals, dedicated to providing the highest level of technical support
- Unlimited assistance by telephone, email and chat
- Includes software upgrades/updates as released by Cassidian Communications Quality Assurance team (dependent on deployment option)
- Newsletters and information on Cassidian Communications products and services
- Technical website available at support.cassidiancommunications.com, providing access to manuals, best practices, tips and tricks and more

Cassidian Communications University

Cassidian Communications offers a variety of training options, covering all topics necessary for optimum system performance and meeting any scheduling need.

- In-house: In this two-day course held at Cassidian Communications Franklin, Tennessee, location, users can comfortably share ideas and network, exploring best practices for utilizing the technology within their operations
- On-site: Clients can elect to have an experienced member of the training team come to your location, providing flexibility for multiple teams/shifts to take part and accommodating the most demanding of schedules
- Web-based: This option enables you to take part in real-time, instructor-led training specific to your organization and needs
- Computer-based: Through Cassidian Communications online Learning Management System (LMS), you can view recorded training sessions, anytime and at your convenience