



County of Santa Clara

Office of the County Executive
Procurement Department

2310 N. First Street, Suite 201
San Jose, CA 95131-1040
Telephone 408-491-7400 • Fax 408-491-7496

SECOND AMENDMENT TO AGREEMENT 5500002508 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND ALERTUS TECHNOLOGIES, INC. FOR EMERGENCY DESKTOP NOTIFICATION SYSTEM

This is the Second Amendment to the Agreement between the County of Santa Clara (County) and **Alertus Technologies, LLC** (Contractor) entered into on November 26, 2014 to provide Emergency Management Notification Software for the County.

This Agreement is amended as follows effective June 27, 2017:

1. Key Provision, **AGREEMENT TERM**, on page 1 of the Agreement is revised to read: "This Agreement commences on **November 26, 2014** and expires on **June 30, 2022**, unless terminated earlier or otherwise amended."
2. Key Provision, **TOTAL AGREEMENT VALUE**, on page 2, is revised to read: "Contractor is entitled to reimbursement for actual allowable expenditures subject to the provisions of this Agreement, not to exceed **\$195,160**, which is an increase of \$128,610 from the previous not to exceed amount \$66,550."
3. Replace **Exhibit A1, PRICE SUMMARY AND CONTACTS**, with **Exhibit A2, PRICE SUMMARY AND CONTACTS**, attached hereto and incorporated herein by this reference.
4. The following provisions in **Exhibit F, COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS**, are revised in their entirety to read:

21. PAYMENT

- a. The payment term shall be Net 45, unless otherwise agreed to by the parties. Payment shall be due Net 45 days from the date of receipt and approval of correct and proper invoices.
- b. Notwithstanding the payment term set forth in this section, either party (by prior mutual written consent) may, at any time during the

Agreement term, initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network.

- c. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.
- d. Notwithstanding anything to the contrary, County shall not make payments prior to receipt of Deliverables (i.e. the County will not make “advance payments”). Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County’s rights on an ongoing basis.
- e. Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified. Contractor shall be responsible for payment of all federal, state and local taxes arising out of this Agreement. County does not pay Federal Excise Taxes (F.E.T). County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. If a County payment is later disallowed by federal, state or local law or regulation, Contractor shall promptly refund the disallowed amount to County upon notification. At County’s option, County may offset the amount disallowed from any payment due to Contractor under any contract with County.
- f. Contractor acknowledges and agrees that County will not pay late payment charges. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any

68. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

5. **Exhibit F, COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS**, is revised to add the following provisions, attached hereto incorporated herein by these references:

69. WAGE THEFT PREVENTION

- (1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.
- (2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- (3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, Contractor AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT Contractor OR ITS SUBContractor(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. Contractor FURTHER AFFIRMS THAT IT OR ITS SUBContractor(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- (4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive Countywide Contracting, no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-Countywide Contracting with documentary evidence of compliance with the final judgment, decision or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision or order will be satisfied.

- (5) **County's Right to Withhold Payment:** Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.
- (6) **Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- (7) **Notice to County Related to Wage Theft Prevention:** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—Countywide Contracting; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

70. LIVING WAGE

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- a) Suspend, modify, or terminate the Direct Services Contract.
- b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the

cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

71. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

72. CONTRACTOR TRAVEL EXPENSES

Any Contractor's travel fees and out of pocket expenses for which County is agreeing to pay for shall be stated as a not to exceed amount in Exhibit A2. Contractor shall comply with the County's Travel Policy attached as Exhibit J to this Agreement. Contractor shall be solely responsible for any travel fees or out of pocket expenses that do not comply with the County's Travel Policy.

73. COUNTY INFORMATION SECURITY OFFICE (CISO) SECURITY COMPLIANCE

Contractor shall follow the security standards, recommendations, conditions, and restrictions as provided by the County Information Security Office (CISO) for the entire term of the Agreement, and subject to the County's annual assessment and/or Independent penetration testing.

6. Add **Exhibit J, COUNTY TRAVEL POLICY**, attached hereto and incorporated herein by this reference.

Exhibit J contains the summary provisions as extracted from the current County of Santa Clara Travel Policy. The most recent version of Santa Clara County's complete Travel Policy is found at:

https://www.sccgov.org/sites/bos/Legislation/Documents/Travel_Policy_1218_13.pdf and is made available to the Contractor, upon request.

This policy will be referenced and made a part of the Agreement. If any of the documents is revised at the time the Agreement is executed, the newer version of the document will apply.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Administered by Martin Coronel, Procurement Contract Specialist at 408-491-7467 or Martin.Coronel@prc.sccgov.org

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

CONTRACTOR

DocuSigned by:
Caroline Kho 6/27/2017
Caroline Kho
Sr. IT Procurement Manager | SBITC

DocuSigned by:
Kaitlin Hallahan
3BCD3AD985CF453...
Print: kaitlin Hallahan

DocuSigned by:
Jenti Vandertuig 6/27/2017
Jenti Vandertuig
Director of Procurement

Title: Regional Sales Manager
Date: 6/27/2017

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Robert Nakamae 6/27/2017
Robert Nakamae
Deputy County Counsel

- Attachments:
Exhibit A2: Price Summary and Contacts
Exhibit J: County of Santa Clara Travel Policy

EXHIBIT A2
PRICE SUMMARY AND CONTACTS

Section I – Desktop Licenses

a) Licenses – existing (Original Contract and Amendment 1)

Acquisition Vehicle	Deliverable	Unit of Measure (UoM)	Unit Price	Qty	Extended Price
On Contract awarded 11/26/14	Alertus Desktop Notification Licenses (7,000 count)	Box of 500 licenses	\$ 1700.00	14	\$ 23,800
On Amendment 1, awarded 5/6/15	Alertus Desktop Notification Licenses (2,000 count)	Box of 500 licenses	\$ 1700.00	4	\$ 6,800
TOTAL (ONE TIME) LICENSE COSTS ALREADY INCURRED:					\$ 30,600

b) Additional Licenses for Amendment 2

Acquisition Vehicle	Deliverable	Unit of Measure	Unit Price	Qty	Extended Price
Amendment 2	Alertus Desktop Notification Licenses (15,000 count)	Box of 500 licenses	\$ 1700.00	30	\$ 51,000
TOTAL (ONE TIME FOR AMENDMENT 2) LICENSE COSTS:					\$ 51,000

Section II – One Time Costs for Software, Hardware, and Installation Services

a) Software, Hardware, and Installation Services -- existing (Original Contract and Amendment 1)

Acquisition Vehicle	Deliverable	Unit of Measure (UoM)	Unit Price	Qty	Extended Price
On Contract awarded 11/26/14	Alertus Desktop Notification System	System	\$ 11,150.00	1	\$ 11,150.00
TOTAL (ONE TIME) COSTS ALREADY INCURRED:					\$ 11,150.00

b) One Time Software, Hardware, and Installation Service Costs for Amendment 2

Name of Deliverable	Description	Unit of Measure	Unit Price	Qty	Extended Price
Alertus Notification System	Alertus Software Activation License (Large)	Each	\$ 7,200.00	1	\$ 7,200.00
Alertus Panic Button	Emergency Panic Button -- USB Connected	Each	\$ 210.00	50	\$ 10,500.00
Alertus Panic Button	Emergency Panic Button -- Hardwired	Each	\$ 185.00	20	\$ 3,700.00
Alertus Beacon	Alertus Beacon	Each	\$ 947.00	20	\$ 18,940.00
Professional Services	Remote Implementation Support				Included
Professional Services	Project Management				Included
Professional Services	Onsite support: a) Site Survey b) Crisis Communication Plan Review c) Concept of Operations Development d) Alertus System Configuration and Training	Day	\$ 2,048.00	5	\$ 10,240.00
Travel Expenses	Travel Expenses (not to exceed \$1500)	Trip	\$ 1,500.00	1	\$ 1,500.00
Alertus Notification System	Alertus Software Activation License DISCOUNT	Each	\$ (7,200.00)	1	\$ (7,200.00)
	Shipping and Handling		\$ 1,080.00	1	\$ 1,080.00
TOTAL (ONE TIME FOR AMENDMENT 2) SOFTWARE, HARDWARE, AND INSTALLATION SERVICES COSTS:					\$ 45,960.00

- a) County to install hardware after configuration by Alertus.
b) Travel Expenses shall be in compliance with Exhibit J: County of Santa Clara Travel Policy, with not to exceed total of \$1,500 for Amendment 2.

Section III – Annual Costs

MAINTENANCE AND SUPPORT	COST
Period One (Nov 26, 2014 – Nov 25, 2015)	\$0
Period Two (Nov 26, 2015 – Nov 25, 2016, incurred)	\$6,200
Period Three (Nov 26, 2016 – Nov 25, 2017, Incurred)	\$6,200
Period Four (Nov 26, 2017 – Jun 30, 2018)	\$3,450
Period Five (Jul 1, 2018 – Jun 30, 2019)	\$9,400
Period Six (Jul 1, 2019 – Jun 30, 2020)	\$9,400
Period Seven (Jul 1, 2020 – Jun 30, 2021)	\$9,400
Period Eight (Jul 1, 2021 – Jun 30, 2022)	\$9,400
TOTAL COSTS	\$53,450

- a) Maintenance and Support shall be paid at the anniversary date of each year.
- b) Periods One, Two, and Three, \$6,200 fee covers 9000 licenses
- c) Beginning Period Four, \$9400 fee covers 24,000 licenses
- d) Period Four is prorated so subsequent Periods can be based on County Fiscal Year

Section IV – Optional Costs

ESCROW ACCOUNT	ANNUAL FEE
Period One (Nov 26, 2014 – Nov 25, 2015)	Not availed
Period Two (Nov 26, 2015 – Nov 25, 2016)	Not availed
Period Three (Nov 26, 2016 – Nov 25, 2017)	Not availed
Escrow Initiation Fee (one time)	\$500
Period Four (Nov 26, 2017 – Jun 30, 2018)	\$500
Period Five (Jul 1, 2018 – Jun 30, 2019)	\$500
Period Six (Jul 1, 2019 – Jun 30, 2020)	\$500
Period Seven (Jul 1, 2020 – Jun 30, 2021)	\$500
Period Eight (Jul 1, 2021 – Jun 30, 2022)	\$500
TOTAL POSSIBLE COST	\$3,000

- a) The option to proceed with an Escrow Account can be at any point in time.
- b) The cost to initiate the escrow account is \$1,000 (one time Initiation Fee + fee for initial Period)
- c) After initial Period, cost is \$500 annually.

Section V -- Contacts

County Contacts:

- 1) Contact for the HHS Department:
 Susan Quillinan
 Santa Clara Valley Health and Hospital System, Information Services
 Susan.Quillinan@hhs.sccgov.org
 408.885.5363
- 2) Contact for all other County Departments:
 Don Khowong
 Office of the Sheriff
 Don.Khowong@shf.sccgov.org
 408.808.4654

Contrator Contact:

Kaitlin Hallahan
 khallahan@alertus.com
 office (866) 425-3788 x 723
 direct (202) 838-0023

EXHIBIT J COUNTY of SANTA CLARA TRAVEL POLICY

County of Santa Clara Travel Policy Quick Reference Guide for Contractors



Introduction

County service agreements and contracts shall be written to comply with the County Travel Policy when terms include travel provisions for contractors whose travel expenses are paid by the County. This is required with the exception of a grant policy that specifically indicates that a different policy shall apply.

Guiding Principles

Payments of travel expenses are limited to training and business purposes that benefit the County. All expenses incurred while on County business should reflect reasonable and prudent use of public funds. Contractors should choose the most efficient, direct and economic travel options required by the occasion.

Travel Authorization

Travel expenses submitted by contractors are reimbursable by the County through a written contractual obligation signed by both parties. Contractors are obligated to follow the policies and procedures described therein.

Contractors shall ensure that all travel on behalf of the County is necessary and allowable prior to making any reservation or embarking on the trip.

The department contractor monitor approving the travel expenses shall determine:

1. If the trip is necessary
2. If the business reason for the trip is justified
3. If the business purpose could be accomplished by telephone, email or other means
4. If the estimated cost justifies the trip

Reservations for Airfare and Car Rental

Depending on the language in the contract, reservations required for travel by contractors can be arranged through the County's designated travel agency whenever practicable or by contractors when lowest available rate can be obtained and price is comparable to those obtained from the County's travel agency.

Reimbursable Travel Costs

Reimbursable travel costs are limited to those that are actual and necessary. When arranging for travel, contractors should consider any special rates, promotions, etc., which would reduce County cost. For example, some special rates are available to those who are traveling on government business.

Transportation Costs

In determining the mode of transportation, contractors should consider relative costs, time efficiencies, and the number of people traveling together. The County will reimburse contractors for standard coach airfare at the lowest available rate, and reasonable and actual add-on airline fees when submitted with receipt(s).

Contractors who use private vehicle for traveling on County business will be reimbursed at the current IRS published rate. When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport long term parking cost. Rental car rates should be comparable to State rental car contract with low base rates. Reimbursement is limited to standard sedan or vehicle commensurate with the requirement of the trip with proper approval. The rental car must be turned in promptly at conclusion of the travel. Additional daily charges will not be reimbursed. Current proof of auto insurance must be provided when requesting mileage or rental car reimbursement for County business.

Travel Insurance

Contractors assume all risks and expenses associated with obtaining insurance deemed necessary when using private vehicles or rental vehicles for business-related travel. The cost of such insurance is not reimbursable. It is the contractors' responsibility to protect against damage to their vehicles and legal liability in the form of insurance that complies with the State of California law and Insurance Code.

Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax. Itemized receipt must be provided.

Meal Costs

Meals on authorized County business will be reimbursed at the federal meal per diem rate.

Federal Per Diem Rate

For Travel within the Continental US, use rate listed on <http://www.gsa.gov/>

- Includes 48 contiguous states and District of Columbia high cost locations
- Applies to short term travel (29 days or fewer)
- Use County Code (www.naco.org) search when the city is not listed and to identify if the city is in a high cost county
- If neither city nor county is listed, use CONUS standard lodging/meal rate

Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate

documentation. Incidental expenses incurred will be reimbursed up to GSA limit (currently at \$5 per day)

Non-reimbursable Expenses include:

Travel and related expenses performed outside the scope of contract agreement will be denied. This includes, but not limited to:

1. Expenses incurred prior to the execution of the agreement
 2. Expenses incurred after the expiration of the agreement
 3. During the term of the agreement, but without proper approval by the department contract monitor
 4. Travel costs in excess of those allowed within the County Travel Policy or those prescribed by the contract
- If official business travel is interrupted for personal convenience, any resulting additional expenses shall be borne by the contractor
 - Airfare exceeding the lowest available price for standard coach class
 - Parking and traffic violations
 - Mileage for County vehicle
 - Mileage for commute to work
 - Emergency repairs for non-County vehicles
 - Insurance not provided for under the Travel Policy
 - Car rental service option and small vehicle insurance
 - Tips exceeding guidelines
 - Airline club membership or credit card fees
 - Refreshments, snacks, alcoholic beverages
 - Personal travel expenses
 - Medicinal remedies, health supplies, cosmetics
 - Personal entertainment, e.g. in-room movies
 - Childcare fees or kennel/boarding fees
 - Short term airport parking exceeding long term rate
 - Incidental expenses that are to be of personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting for the Trip

A final accounting for the trip must be provided to the department within 21 days after the end of the trip. Travel reimbursement submitted after six months from the travel end-date will not be reimbursed.

Travel Receipts

If the agreement has a provision for travel reimbursement, the contractors' travel expenses submitted for reimbursement must be substantiated by valid receipts or other appropriate written evidence that show the following:

- Name of the establishment
- Location of the establishment
- Date(s) the expense(s) incurred
- The type of expenses, and

- The amount of the expenses

The following documentation, when applicable, must be included with each travel expense report:

- Airline ticket - the invoice, e-ticket, or the original passenger copy of the airline ticket
- Lodging - the itemized lodging receipt
- Automobile rental - the original rental receipt
- Other expenses: for all other expenses, the original receipt must be provided for any single item costing \$10 or more
- Other required documentation as specified in the contract