

**HQE Systems, Inc.**  
 Agreement to Provide Services For  
**Alert and Warning System For**  
 County of Sonoma Department of Emergency Management

Funding Amount: \$241,243.40  
 Term: 04/28/2026 to 04/27/2029

Agreement Number: DEM-HQE-A&W-2629  
 Funding Source: 38010600

**AGREEMENT FOR CONSULTING SERVICES**

This agreement ("Agreement"), dated as of April 14, 2026 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and HQE Systems, Inc. (hereinafter "Consultant").

**RECITALS**

WHEREAS, Consultant represents that it is a duly qualified Alert & Warning System provider, experienced in communications, software, and related services; and

WHEREAS, in the judgment of the County of Sonoma, it is necessary and desirable to employ the services of Consultant for Alert and Warning services;

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

**AGREEMENT**

**1. Scope of Services.**

**1.1. Contract Documents.** The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- Exhibit A: Scope(s) of Work**       **Exhibit B: Fiscal Provisions/Budget(s)**
- Exhibit C: Insurance Requirements**

**1.2. Consultant's Specified Services.** Consultant shall perform the services described in Exhibit A: Scope of Work (hereinafter Exhibit A), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

**1.3. Cooperation With County.** Consultant shall cooperate with County and County staff in the performance of all work hereunder.

**1.4. Performance Standard.** Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

**1.5. Assigned Personnel.**

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

**2. Payment.**

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with Exhibit B: Fiscal Provisions/Budget (hereinafter Exhibit B), attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services set forth on Exhibit B.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed.

- 2.1. Overpayment.** If County overpays Consultant for any reason, Consultant agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Consultant under this Agreement or any other agreement.
- 2.2.** Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
  - a.** If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 14. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

### **3. Term of Agreement.**

The term of this Agreement shall be from April 28, 2026, through April 27, 2029, unless terminated earlier in accordance with the provisions of Article 4 below. Agreement shall be renewable on an annual basis for up to two (2) additional years.

### **4. Termination.**

- 4.1. Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Consultant.
- 4.2. Termination for Cause.** Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 4.3. Delivery of Work Product and Final Payment Upon Termination.** In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 11.12 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 4.4. Payment Upon Termination.** Upon termination of this Agreement by County,

Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

**4.5. Authority to Terminate.** The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

## **5. Indemnification.**

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees, contractors, subcontractors, or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## **6. Insurance.**

With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C: Insurance Requirements (hereinafter Exhibit C), which is attached hereto and incorporated herein by this reference.

## **7. Prosecution of Work.**

The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance

of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

## **8. Extra or Changed Work.**

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work, and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

## **9. Software/Computer Application Online Accessibility.**

**9.1. Accessibility.** County policy requires that all County websites and web-based applications must be accessible to staff members and members of the public with disabilities.

- a. Standards.** Consultant shall certify that all Electronic and Information Technology (“EIT”) products, services, or other deliverables (collectively “EIT Deliverables”) furnished hereunder that will be made available to members of the general public in connection with County’s ordinary course of business, comply with the following accessibility standards: Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the [County’s Web Standards & Guidelines](#), and the [County’s Web Site Accessibility Policy](#).

The foregoing standards shall collectively be referred to hereinafter as “County Accessibility Standards.” For the purposes of this Agreement, the term “EIT” shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term “Information Technology” includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

**9.2. Noncompliant EIT; Obligation to Cure.** If County, in its sole and absolute discretion, determines that any EIT Deliverable does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon

such notice, Consultant shall, without charge to County, repair or replace the non-compliant EIT Deliverables within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4.
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such events, Consultant shall be liable for all expenses incurred by County in connection with such changes or repairs.

**9.3. Upgrades Upon Renewal or Extension.** Notwithstanding the foregoing, County may accept EIT Deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest. For every EIT Deliverable accepted by County that does not fully comply with County Accessibility Standards, Consultant shall, at the discretion of County, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, upon the renewal or extension date of this Agreement.

**9.4. Warranty; Indemnity.** Consultant represents and warrants (i) that its EIT Deliverables will be accessible to the full extent required hereunder and (ii) that it shall defend, indemnify and hold County harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against County, its officers, directors, agents, or employees arising out of or related to Consultant's breach of this Article.

**9.5. Representation, Warranty and Responsibility as to Data Security.** Consultant shall maintain industry standard physical, administrative, and technical security policies and procedures designed to protect against and prevent the loss, misuse and unauthorized access, alteration or disclosure of County data. If Consultant learns of any unauthorized access to Content or Standard Personal Information while in Consultant's care or custody, Consultant shall, as required by applicable law, promptly notify County of such unauthorized access, and the parties agree to coordinate and cooperate in good faith on developing the content of any related public statements or any required notices for the affected persons. Consultant may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Consultant's security obligations.

- a. **Data Security:** Consultant shall preserve, and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure

processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Consultant and/or its sub-consultants or vendors. Consultant agrees to, and shall ensure that its sub-consultants or vendors, comply with the County's current and future information security policies, standards, procedures, and guidelines.

- b. Encryption Requirements:** Consultant shall encrypt, and shall ensure that its sub-consultants or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g. PHI, ePHI).
- c. Service Disruption(s):** Consultant shall provide the County with immediate notification of any system outages, performance degradations, or service interruptions that impact the availability, functionality, or reliability of the Alert and Warning System. For unplanned outages or service disruptions, the Consultant must notify the County within fifteen (15) minutes of detection and provide regular updates every thirty (30) minutes until full resolution. Consultant shall provide a post-incident report within seven (7) days of resolution, outlining the root cause, corrective actions taken, and preventive measures implemented.

For scheduled maintenance that may impact service availability, the Consultant shall provide the County with at least fourteen (14) days' advance notice, detailing the expected duration, scope, and potential impact.

- d. Security Breach:** Consultant shall comply, and shall ensure that its sub-consultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information (PII) or protected health information (e.g. PHI, ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Consultant shall:
  - i.** Notify the County by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Consultant or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
  - ii.** Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
  - iii.** Pursuant to Article 5 of the Agreement, provide indemnity and other protection as specified therein.
- e. Request to Audit:** Consultant will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that the

consultants and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures and guidelines. Consultant shall ensure that its sub-consultants or vendors comply with this requirement.

- f. **Cyber Risk Insurance Requirements:** Consultant shall include, and shall ensure that its sub-consultants or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

**10. Content Online Accessibility.** County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.

**10.1. Standards.** All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the [County's Web Standards & Guidelines](#), and the [County's Web Site Accessibility Policy](#).

**10.2. Alternate Format:** When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

**10.3. Noncompliant Materials; Obligation to Cure.** Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order.
- b. Terminate this Agreement pursuant to the provisions of [Article 4](#).

## **11. Representations of Consultant.**

**11.1. Standard of Care.** County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional

practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

- 11.2. Status of Consultant.** The parties intend that Consultant, in performing the services specified herein, shall act as an independent Consultant and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 11.3. Subcontractors.** No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Consultant to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

  - a.** In the event the Consultant is allowed to subcontract, the County shall look to the Consultant for results of its subcontracts. The Consultant agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Consultant. No subcontracts shall alter in any way any legal responsibility of the Consultant to the County. Whenever the Consultant is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.
- 11.4. No Suspension or Debarment.** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non- procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, Consultant has the obligation to inform the County.
- 11.5. Taxes.** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.
- 11.6. Records Maintenance.** Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records

available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

- 11.7. Conflict of Interest.** Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.
- 11.8. Statutory Compliance/Living Wage Ordinance.** Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the [County of Sonoma Living Wage Ordinance](#), applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of [Article XXVI](#) of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 11.9. Nondiscrimination.** Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 11.10. AIDS Discrimination.** Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 11.11. Assignment of Rights.** Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of

County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

**11.12. Ownership and Disclosure of Work Product.** All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

**11.13. Authority.** The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

**12. Demand for Assurance.**

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.

**13. Assignment and Delegation.**

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

**14. Method and Place of Giving Notice.**

Notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notice by email (with confirmation of receipt) for routine notices and operational communication is allowed. Notices shall be addressed as follows:

TO COUNTY: Department of Emergency Management  
County of Sonoma  
2300 County Center Dr, Suite B220  
Santa Rosa, CA 95403  
Phone: (707) 565-1152  
Email: [DEM-Finance@sonomacounty.gov](mailto:DEM-Finance@sonomacounty.gov)

TO CONSULTANT: HQE Systems, Inc.  
27348 Via Industria  
Temecula, California 92590-3752  
Phone: (800) 967-3036  
Email: [Contracts@HQESystems.com](mailto:Contracts@HQESystems.com)

When a notice or payment is given by a generally recognized overnight courier service, the notice or payment shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

#### **15. Miscellaneous Provisions.**

- 15.1. No Waiver of Breach.** The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 15.2. Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 15.3. Consent.** Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 15.4. No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be

construed to create and the parties do not intend to create any rights in third parties.

- 15.5. Applicable Law and Forum.** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 15.6. Captions.** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 15.7. Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 15.8. Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 15.9. Time of Essence.** Time is and shall be of the essence of this Agreement and every provision hereof.
- 15.10. Counterpart; Electronic Signatures.** The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:

HQE Systems, Inc.

COUNTY OF SONOMA

Department of Emergency Management

By:



Name: Rodney Rayle

Title: Director of Contracts

Date: 04/06/2026

By:

Name:

Title:

Date:

APPROVED AS TO FORM FOR COUNTY:

By:

County Counsel

Date:

[ ]

CERTIFICATES OF INSURANCE REVIEWED, ON FILE, AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By:

ASO I

Date:

## **Exhibit A: Scope of Work**

### **Scope of Work and Schedule**

Consultant will implement the County of Sonoma's Alert and Warning System (AWS) using a structured configuration methodology designed to complete deployment before June 30, 2026. Consultant's 25-workday implementation schedule, concluding with Go-Live on Friday, May 29, 2026, assumes a Notice to Proceed by Monday, April 20, 2026.

Consultant's methodology is organized into four controlled stages:

#### **1. Governance and Architecture Alignment**

Consultant will establish system governance, user roles, segmentation structure, and integration pathways prior to technical configuration. This ensures compliance with County's requirements for:

- Data and project security protocols
- Segmented umbrella account structure (hierarchy)
- Role-based access control (for all phases)
- Concurrent multi-user access
- IPAWS and other alert types of governance (authority)

No system configuration proceeds until governance and access controls are approved by the County.

#### **2. Core System Configuration**

Consultant will configure and validate all technical requirements identified in RFP #2123's Attachment A, including:

- FEMA IPAWS OPEN integration (WEA, EAS, NWEM)
- SAME/FIPS geographic targeting alignment
- GIS-based polygon creation, storage, upload, and export (.KML, .KMZ, .shp, .prj, .zip)
- Visual display and recording of contact counts within selected polygons
- Distribution to GIS-defined areas and non-GIS contact lists
- Multi-channel simultaneous notification (voice, SMS, email, TTY/TDD)
- Multilingual alerting workflows
- Audit logging and reporting
- Registration portal configuration and opt-in/opt-out workflows
- API integration endpoints for County-developed or third-party systems

Each configuration element is validated internally before progressing to testing.

#### **3. Integration Testing and User Acceptance**

Consultant to validate that all County-specific requirements function in production configuration, including:

- IPAWS test message transmission
- GIS targeting accuracy
- Multi-channel delivery confirmation
- Segmented access verification
- Reporting exports and retention validation
- Performance and throttling validation
- Redundancy and failover confirmation

Formal User Acceptance Testing (UAT) is conducted by Consultant with County personnel before Go-Live authorization.

#### 4. Training and Operational Readiness

Consultant to deliver Train-the-Trainer sessions for administrators and operators, finalize Alert and Warning SOP alignment, and confirm operational readiness prior to production cutover.

#### Consultant's Proposed Phased Work Schedule Breakout



**Schedule Below Assumes A Contract Award Date Of: April 28, 2026**  
(Exact dates subject to change dependent on County notice to begin work)

**Phase 1 Plan:**

<b>Phase 1</b>	<b>Duration</b>	<b>Purpose</b>
<b>Project Kickoff &amp; Mobilization</b>	<b>1 Day</b>	Launch project; lock schedule; confirm decision owners and emergency-operating protocol.
<b>Calendar Dates</b>		<b>Friday, May 01, 2026</b> , or upon notification from the County to begin.
<b>Specifications Being Delivered</b>		<ul style="list-style-type: none"> <li>• Confirm project points of contact.</li> <li>• Confirm segmented umbrella structure approach.</li> <li>• Confirm role-based access expectations.</li> <li>• Confirm project schedule &amp; draft plans.</li> </ul>
<b>Consultant's Actions</b>		<ul style="list-style-type: none"> <li>• Conduct kickoff.</li> <li>• Deliver final project plan + detailed schedule.</li> <li>• Establish comms cadence, escalation, and emergency pause protocol.</li> </ul>
<b>County's Actions</b>		<ul style="list-style-type: none"> <li>• Assign project sponsor + IT/GIS/EM POCs.</li> <li>• Confirm stakeholders and decision authority</li> </ul>
<b>Decision Point</b>		<ul style="list-style-type: none"> <li>• Approve schedule, governance owners, and communication/escalation plan.</li> </ul>

**Phase 2 Plan:**

<b>Phase 2</b>	<b>Duration</b>	<b>Purpose</b>
<b>Governance &amp; Access Model</b>	<b>3 Days</b>	Define how County and jurisdictions will operate in the system (who can do what, and under what controls).
<b>Calendar Dates</b>		<b>Monday, May 04 to May 06, 2026.</b>
<b>Specifications Being Delivered</b>		<ul style="list-style-type: none"> <li>• Segmented environments under umbrella account.</li> <li>• Parent/child administrative structure.</li> <li>• Role-based access control (RBAC).</li> <li>• Concurrent multi-user operations.</li> <li>• Audit trail expectations.</li> </ul>
<b>Consultant's Actions</b>		<ul style="list-style-type: none"> <li>• Draft County role matrix (Admin/ Approver/ Operator/ Auditor).</li> <li>• Configure environment structure design.</li> <li>• Define audit/logging approach.</li> </ul>
<b>County's Actions</b>		<ul style="list-style-type: none"> <li>• Provide list of required users and jurisdictions.</li> <li>• Confirm County approval workflow and delegation rules.</li> </ul>
<b>Decision Point</b>		<ul style="list-style-type: none"> <li>• Approve RBAC + segmentation model + approval workflow.</li> </ul>

**Phase 3 Plan:**

<b>Phase 3</b>	<b>Duration</b>	<b>Purpose</b>
<b>Requirements Validation (GIS, Data, Integrations)</b>	<b>2 Days</b>	Validate County's GIS/data inputs and integration paths before configuration begins.
<b>Calendar Dates</b>	<b>Thursday, May 07 to May 08, 2026.</b>	
<b>Specifications Being Delivered</b>	<ul style="list-style-type: none"> <li>• GIS polygon workflows (create/ store/ upload/ export).</li> <li>• Shapefile formats (KML, KMZ, .zip, .shp, .prj).</li> <li>• Export formats (.shp, .prj).</li> <li>• Exclusions/excluded addresses.</li> <li>• Non-GIS list alerting capability.</li> <li>• API integration targets (County-developed/third-party).</li> </ul>	
<b>Consultant's Actions</b>	<ul style="list-style-type: none"> <li>• Validate GIS inputs and format readiness.</li> <li>• Document integration interfaces, auth method, data flows.</li> <li>• Confirm test datasets.</li> </ul>	
<b>County's Actions</b>	<ul style="list-style-type: none"> <li>• Provide authoritative GIS layers/shapefiles.</li> <li>• Provide integration documentation/endpoint access requirements.</li> <li>• Provide sample contact structures (if applicable).</li> </ul>	
<b>Decision Point</b>	<ul style="list-style-type: none"> <li>• Approve GIS standards + integration plan + data readiness.</li> </ul>	

**Phase 4 Plan:**

<b>Phase 4</b>	<b>Duration</b>	<b>Purpose</b>
<b>Core System Config. Platform + Channel + Gov. Controls</b>	<b>5 Days</b>	Configure core AWS capabilities and governance controls in a controlled build environment.
<b>Calendar Dates</b>	<b>Monday, May 11 to May 15, 2026.</b>	
<b>Specifications Being Delivered</b>	<ul style="list-style-type: none"> <li>• Multi-channel delivery (voice/SMS/email).</li> <li>• Simultaneous multi-format messaging.</li> <li>• Templates and operational settings.</li> <li>• Audit logging baseline.</li> <li>• Reporting baseline configuration.</li> </ul>	
<b>Consultant's Actions</b>	<ul style="list-style-type: none"> <li>• Configure environments per approved governance.</li> <li>• Configure channels + templates.</li> <li>• Enable audit logs + baseline reporting.</li> </ul>	
<b>County's Actions</b>	<ul style="list-style-type: none"> <li>• Confirm channel priorities and any County constraints.</li> <li>• Review initial configuration outputs.</li> </ul>	
<b>Decision Point</b>	<ul style="list-style-type: none"> <li>• Confirm baseline configuration meets County operational intent.</li> </ul>	

**Phase 5 Plan:**

<b>Phase 5</b>	<b>Duration</b>	<b>Purpose</b>
<b>IPAWS Config. + Validation</b>	<b>5 Days</b>	Configure FEMA IPAWS functionality and governance model for compliant origination.
<b>Calendar Dates</b>	<b>Monday, May 18 to May 22, 2026.</b>	
<b>Specifications Being Delivered</b>	<ul style="list-style-type: none"> <li>• IPAWS OPEN (WEA/EAS/NWEM via CAP).</li> <li>• IPAWS governance/approval controls.</li> <li>• Geographic targeting alignment within IPAWS workflow.</li> </ul>	
<b>Consultant's Actions</b>	<ul style="list-style-type: none"> <li>• Configure IPAWS interface.</li> <li>• Implement role/approval workflow for IPAWS actions.</li> <li>• Execute controlled IPAWS validation steps (as authorized).</li> </ul>	
<b>County's Actions</b>	<ul style="list-style-type: none"> <li>• Provide IPAWS credential documentation.</li> <li>• Participate in test validation.</li> <li>• Approve governance model.</li> </ul>	
<b>Decision Point</b>	<ul style="list-style-type: none"> <li>• Approve IPAWS governance + successful validation results.</li> </ul>	

**Phase 6 Plan:**

<b>Phase 6</b>	<b>Duration</b>	<b>Purpose</b>
<b>GIS Mapping + Polygon Targeting + Contact Functions</b>	<b>5 Days</b>	Implement County's mapping and geo-targeting requirements and validate behavior end-to-end.
<b>Calendar Dates</b>	<b>Tuesday, May 26 to June 01, 2026.</b> (Monday 25, 2026: Observed Holiday)	
<b>Specifications Being Delivered</b>	<ul style="list-style-type: none"> <li>• Create/store polygons in UI map platform.</li> <li>• Upload shapefiles (KML, KMZ, .zip, .shp, .prj).</li> <li>• Export polygons (.shp, .prj).</li> <li>• Visually display + record count of contacts/phone numbers in polygon.</li> <li>• Exclusion zones/excluded addresses.</li> <li>• Alert by GIS polygon and by non-GIS lists.</li> </ul>	
<b>Consultant's Actions</b>	<ul style="list-style-type: none"> <li>• Configure map platform + polygon library.</li> <li>• Validate imports/exports.</li> <li>• Validate contact count display/recording.</li> <li>• Validate exclusions.</li> </ul>	
<b>County's Actions</b>	<ul style="list-style-type: none"> <li>• Validate GIS accuracy against County expectations.</li> <li>• Confirm operational naming conventions (zones, saved polygons).</li> <li>• Execute controlled IPAWS validation steps (as authorized).</li> </ul>	

Phase 6	Duration	Purpose
<b>Decision Point</b>		<ul style="list-style-type: none"> <li>Accept GIS workflows + count accuracy + export/import behavior.</li> </ul>

**Phase 7 Plan:**

Phase 7	Duration	Purpose
<b>Integrations + System</b>	<b>3 Days</b>	Validate integrations and prove full system performance in County-defined scenarios.
<b>Calendar Dates</b>	<b>Tuesday, June 02 to June 04, 2026.</b>	
<b>Specifications Being Delivered</b>	<ul style="list-style-type: none"> <li>API integration to County-developed systems (as applicable).</li> <li>Integration to indoor/outdoor/fixed systems (as applicable).</li> <li>Concurrent multi-user operations.</li> <li>Reporting exports and audit logs.</li> <li>End-to-end operational workflows.</li> </ul>	
<b>Consultant's Actions</b>	<ul style="list-style-type: none"> <li>Configure/verify integrations.</li> <li>Execute structured system verification tests.</li> <li>Run County UAT scenarios and document results.</li> </ul>	
<b>County's Actions</b>	<ul style="list-style-type: none"> <li>Provide test access/credentials where needed.</li> <li>Participate in UAT scenarios.</li> <li>Review logs/reports and confirm expected outputs.</li> </ul>	
<b>Decision Point</b>	<ul style="list-style-type: none"> <li>UAT Sign-Off + Go-Live Authorization.</li> </ul>	

**Phase 8 Plan:**

Phase 8	Duration	Purpose
<b>Go-Live</b>	<b>1 Day</b>	Cut over to production operations with Consultant support.
<b>Calendar Dates</b>	<b>Friday, June 05, 2026.</b>	
<b>Specifications Being Delivered</b>	<ul style="list-style-type: none"> <li>Production readiness confirmation.</li> <li>Operational monitoring/support activation.</li> </ul>	
<b>Consultant's Actions</b>	<ul style="list-style-type: none"> <li>Execute controlled go-live.</li> <li>Provide live support and monitoring during initial operational window.</li> </ul>	
<b>County's Actions</b>	<ul style="list-style-type: none"> <li>Confirm readiness to operate.</li> <li>Monitor initial sends and provide immediate feedback.</li> </ul>	
<b>Decision Point</b>	<ul style="list-style-type: none"> <li>Production Acceptance / Go-Live Complete.</li> </ul>	

For the first three months following go-live, Consultant's lead project coordinator will support County during monthly IPAWS tests, and any live alerts as needed while staff adapts to the platform. Consultant will also conduct regular quality control and system check-ins to ensure performance and expectations are consistently met.

The implementation schedule above may be modified as necessary to accommodate County's scheduling requirements and project progression.

### Overall Projected Project Schedule

Key Milestones	Dates
<b>Phase 1:</b> Project Kickoff & Mobilization	Friday, May 01, 2026
<b>Phase 2:</b> Governance & Access Model	Monday, May 04 to May 06, 2026
<b>Phase 3:</b> Requirements Validation (GIS, Data, Integrations)	Thursday, May 07 to May 08, 2026
<b>Phase 4:</b> Core System Config. Platform + Channel + Gov. Controls	Monday, May 11 to May 15, 2026
<b>Phase 5:</b> IPAWS Config. + Validation	Monday, May 18 to May 22, 2026
<b>Phase 6:</b> GIS Mapping + Polygon Targeting + Contact Functions	Tuesday, May 26 to June 01, 2026 (Monday 25, 2026: Observed Holiday)
<b>Phase 7:</b> Integrations + System	Tuesday, June 02 to June 04, 2026
<b>Phase 8:</b> Go-Live	Friday, June 05, 2026

### Added No-Cost Services Under Agreement

- **Expanded Desktop Alerts for Public Agencies:**  
 Deployment of desktop alerting across County departments and approved public agencies (cities, K-12, higher education, healthcare institutions, etc.).
- **SECUREComms Incident Platform:**  
 Task dashboards, internal messaging, scheduling, SOP repository, and resource tracking.
- **Executive Gap Assessment (up to 12 hrs.):**  
 SOP refinement, message templates, ADA/AFN compliance review.
- **Countywide Outdoor Warning Feasibility Study:**  
 Terrain, cellular gap, and siren placement analysis.
- **AWS Workflow Software Modifications:**  
 Alignment with County-specific processes. If there are desired features that do not exist in the market today. Consultant will develop this feature for the County at no additional cost.

**Exhibit B: Fiscal Provisions/Budget**

**Cost of Service**

All costs are itemized and separated between one-time implementation fees and ongoing recurring services. The pricing provided herein reflects fully loaded and extended costs, inclusive of all applicable labor, overhead, administrative expenses, and associated project costs as identified.

**One-Time Implementation Costs**

Category	Description	Cost
Implementation Labor	Fully loaded project management, engineering, configuration, and deployment services.	\$ 24,910.85
Other Direct Costs	Direct project-related expenses.	\$ -
Software Implementation Fees	Included within labor above.	\$ -
Shipping	No hardware shipping required.	\$ -
Travel	No additional travel costs charged.	\$ -
Meal Reimbursement	None.	\$ -
Hotel Per Diems	None.	\$ -
Documentation Reproduction	Included within labor.	\$ -
Taxes	No additional taxes charged.	\$ -
<b>Total One-Time Implementation Cost:</b>		<b>\$ 24,910.85</b>

**Recurring Costs (Annually, Years 1-3)**

Category	Description	Cost
Software Platform Licensing	A&W software as specified	\$ 7,610.85
Communications	SMS Text/Voice Calls Credits	\$ 55,600.00
Software Maintenance	Included in platform licensing	\$ 2,250.00
Hosting / Infrastructure	Included in platform licensing	\$ 4,150.00
Technical Support	Included in platform licensing	\$ 2,500.00
<b>Total Annual Recurring Cost:</b>		<b>\$ 72,110.85</b>

Additional communication credits can be purchased at any time during the contract period without any penalty fees.

**Hourly Labor Rates**

Labor Category	Hourly Rate
Project Manager	\$ 95.44
Systems Engineer	\$ 118.98
Integration Engineer	\$ 99.17

Labor Category	Hourly Rate
GIS Specialist	\$ 59.49
Training Specialist	\$ 59.49
Technical Support Engineer	\$ 59.49

No additional hourly billing will occur unless authorized by County.

**Multi-Year Total Cost Summary**

Year	One-Time	Recurring	Total
Year 1 (04/2026-04/2027)	\$ 24,910.85	\$ 72,110.85	\$ 97,021.70
Year 2 (04/2027-04/2028)	\$ -	\$ 72,110.85	\$ 72,110.85
Year 3 (04/2028-04/2029)	\$ -	\$ 72,110.85	\$ 72,110.85
Optional: Year 4 (04/2029-04/2030)	\$ -	\$ 75,536.12	\$ 75,536.12
Optional: Year 5 (04/2030-04/2031)	\$ -	\$ 79,124.08	\$ 79,124.08

There is a 4.75% escalation starting in Optional Year Four (4), covering the cost of inflation, labor, and other costs associated with providing the service.

## Exhibit C Insurance Requirements

### Insurance Template #5

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

#### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-

insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.

- d. **The County of Sonoma, its Officers, Agents, and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status;
  - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
  - iii. Certificate of Insurance.

### 3. **Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. **Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

## 5. Cyber Liability Insurance

### Network Security & Privacy Liability Insurance:

- a. Minimum Limit: \$2,000,000 per claim per occurrence, \$2,000,000.00 aggregate (Minimum limit for sole proprietor/individual, \$1,000,000 per claim per occurrence and aggregate)
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

### Technology Errors and Omissions Insurance:

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property,

including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

- c. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

## 6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

## 7. Documentation

- a. The Certificate of Insurance must include the following reference: **DEM-HQE-A&W-2629**.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1–4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

**Department of Emergency Management  
Attn: DEM Finance  
2300 County Center Drive, Suite B220  
Santa Rosa, CA 95403**

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## **8. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## **9. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.