Contract: DEM-WebIM-VEO-2528

Veoci Inc.
Agreement to Provide Services For
Web-Based Incident Management Software For
County of Sonoma Department of Emergency Management

Funding Amount: $254,780.00
Term: July 08, 2025, to July 07, 2028

Agreement Number: DEM-WebIM-VEO-2528
Funding Source: **Disaster Finance/Contingencies - TBD**

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July 08, 2025 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Veoci Inc. (hereinafter "Consultant").
RECITALS

WHEREAS, Consultant represents that it is a duly qualified Web-Based Incident Management Software vendor, experienced in the creation and support of incident management software solutions and related services; and

WHEREAS, in the judgment of the Sonoma County Department of Emergency Management, it is necessary and desirable to employ the services of the Consultant for providing, managing, and supporting the Web-Based Incident Management Software.

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/Timeline   ☒ **Exhibit B:** Fiscal Provisions/ Budget(s)
>
> ☒ **Exhibit C:** Insurance Requirements   ☐ **Exhibit D:**

1.2 Consultant's Specified Services.

Consultant shall perform the following services within the times or by the dates provided below, and pursuant to Article 7, Prosecution of Work:

Consultant shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), 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.
The Consultant shall cooperate with the 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. The County has relied upon the professional ability and training of the 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 Contractor'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.

1.5.1
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.

1.5.2
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 the timely provision of adequately qualified replacements.

2   Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

The Consultant shall be paid on a firm fixed price-based annual subscription. A breakdown of costs used to include, but not limited to, the cost of the annual subscription, one-time fee, discount, and subsequent years' costs [year one (1) through year three (3)], is specified in Exhibit B, attached hereto and incorporated herein by this reference.

The Contractor shall issue an invoice for one hundred percent (100%) of the year one (1) software license fees and implementation fees on the Start Date of the contract Term. At least thirty (30) days prior to each year's anniversary date of the contract term, the Contractor shall issue an invoice for each year of the subsequent years.

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.

If the Consultant does not qualify, the County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If the 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 12. To reduce the amount withheld, the Consultant has the option to provide the County with either a full or partial waiver from the State of California.

2.1   Overpayment and Recapture of Expenses. If County overpays Consultant for any reason, including reimbursement for ineligible expenses found to be non-compliant with this Agreement, or if any funds are not expended as authorized or within the timeframe as authorized under this Agreement, Consultant agrees to return the amount of such overpayment or improper payment to County at County's option, or will permit County to offset the amount of such overpayment against future payments owed to Consultant under this Agreement.

3   Term of Agreement. The term of this Agreement shall be from **July 08, 2025,**

to July 07, 2028, with two (2) possible one (1) year extensions unless terminated earlier in accordance with the provisions of <u>Article 4</u> below.

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 reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement 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 reimbursable expenses properly 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 <u>Section 4.2</u>, 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 Department of Emergency Management Department Head, 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 or contributory 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 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, 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. Minor changes, which do not exceed the delegated signature authority of the Department Head, and which do not significantly change the scope of work or significantly lengthen time schedules 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. 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 **Representations of Consultant.**

9.1 **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.

9.2 **Status of Consultant.** The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor, 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.

9.3 **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

9.4 **Taxes.** County is responsible for paying directly to the proper taxing authority any sales, use, value-added, goods and services, gross receipts and excise, privilege, and other similar transaction taxes, as well as all duties, excises, levies, and assessments associated with their purchases hereunder, excluding taxes based on Contractor's net income or property. Contractor 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 Contractor's failure to pay, when due, all such taxes and obligations 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.

9.5 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.

9.6 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.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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, County, County's Operational Areas Partners, and other agents in connection with this Agreement shall be the property of County, including all data and information uploaded to any Consultant or Subconsultant's system or software. 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.

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

10 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.

11 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.

12 Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail, or by courier service. Notices, bills, and payments shall be addressed as follows:

> TO: COUNTY: County of Sonoma
> Department of Emergency Management
> 2300 County Center Dr, Suite B220
> Santa Rosa, CA 95403
> (707) 565-1152
> DEM-Finance@sonomacounty.gov
>
> TO: CONSULTANT: Veoci Inc.
> 195 Church Street, 14th Floor
> New Haven, CT 06510
> (203) 782-5944
> el.lolis@veoci.com
> mark.demski@veoci.com

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill 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, bills, 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.

13 Miscellaneous Provisions.

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10 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 ESIGN 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 the execution of this Agreement by electronic means.

14 Limitation of Liability. Except for death, personal injury or Contractor's indemnity obligations in this Agreement, Contractor's liability for direct damages, loss or liability for any cause, and regardless of the form of action will be limited to the total amount of fees payable by County under this agreement over the six (6) months prior to the date that the action arose. The proceeding limitation of liability does not apply to any claims, losses, or damages for which Consultant's insurance that it is required to maintain pursuant to Paragraph 14 of this Agreement provides coverage.

15 Ownership. For the avoidance of doubt, the services exclude Contractor pre-existing intellectual property, the SaaS platform, and any and all modifications, enhancements, and additions to the SaaS platform, including changes that may be made to the platform as the result of discussions with or suggestions from the County (collectively "Contractor Property"). Contractor shall have sole ownership of Contractor Property.
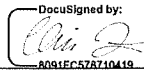
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:	COUNTY OF SONOMA
Veoci Inc.	Department of Emergency Management

CONSULTANT:

Veoci Inc.

By: _____

Name: ___Christopher Ford___

Title: ___VP of Sales & Partnerships___

Date: ___5/23/2025___

COUNTY OF SONOMA

Department of Emergency Management

By: _____

Name: ___Jeffrey DuVall___

Title: ___Director___

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

[ ] INSURANCE ON FILE AND FORM IS APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
ASO I

Date: _____

Exhibit A: Scope of Work
Web-Based Incident Management Software

I. SCOPE OF WORK SUMMARY

This is a Professional Service Agreement for the Consultant to implement and provide ongoing support to the Web-Based Incident Management Software (System) subscription and add-on modules for the County of Sonoma. The System shall:

- Be a turnkey emergency management software

- Allow for efficient and effective integration into other technology solutions, including the County's current technology platforms (e.g., Environmental Systems Research Institute (ESRI), ArcGIS Online, REST API Service, Microsoft Office Suite, Adobe Creative Suite, GIS, Oracle EFS, UKG Pro, etc.),

- Support multiple access levels with configurable role-based security mechanisms,

- Provide configurable staff notification options,

- Enable full customization to support existing workflows,

- Provide the ability to share, request, and submit information between stakeholders – Incident management software shall provide options to track multiple incidents simultaneously,

- Provide the ability to display summary information visually across the System,

- Enable task management and assignment, including GIS mapping capabilities such as creating and accessing categories, heat, cluster, bubble, quantity maps, accessing, utilizing, and customizing ESRI, etc.

II. SERVICES TO BE PROVIDED

Consultant Veoci has a cloud-hosted SaaS platform and does not require or support installation on customer-managed server operating systems. For end users, the system is compatible with major client operating systems, including Windows, macOS, Linux, iOS, and Android. Users can access and edit the platform through certified web browsers such as Google Chrome, Mozilla Firefox, Microsoft Edge, and Safari. Internet Explorer is not supported. Full editing functionality is available on desktops and laptops using these browsers, while mobile access is supported through the Veoci mobile app for iOS and Android, which also offers offline data capture, media uploads, and secure authentication.

Implementation

Veoci shall use a structured, milestone-based implementation methodology supported by transparent project management practices and an iterative configuration approach to deliver a system that meets Sonoma County's operational requirements while promoting rapid adoption and long-term sustainability.

System Deployment

The Veoci Development Team shall follow the agile methodology and deliver a new version of the software every few weeks. Minor releases may also occur between major releases to deploy patches and fixes. The Development Team shall complete this process seamlessly without requiring outages. All Platform enhancements are released to the County at no additional cost. In most releases, changes are small, designed for easy user adoption, and require no training. If a change significantly affects how the County navigates within the platform, Veoci shall provide extensive advance notice and, as needed, provide pop-ups and introductory text to facilitate adapting to the new version.

Project Management Approach

Veoci shall follow a streamlined project management model aligning with PMBOK principles, built around collaboration, accountability, and documentation. A dedicated Project Manager shall be assigned to oversee the engagement, facilitate communication, and ensure deliverables are met on time and within scope. The County's designated Project Lead and stakeholders will be active participants throughout the project lifecycle. Key components of the project management approach shall include:

- **Kickoff Meeting:** Align stakeholders on goals,
- **Shared Collaboration Room:** Hosted in Veoci and used to track milestones, deliverables, tasks, decisions, and documents.
- **Weekly Touchpoints:** Standing meetings to review progress, discuss feedback, and adjust priorities.
- **Milestone-Based Tracking:** All deliverables are tracked against a project schedule (Gantt), and each item requires formal sign-off.
- **Change Management:** Requests that fall outside of scope are reviewed collaboratively, with options for reprioritization or contract amendment as needed.

Veoci shall maintain a high level of transparency, with all project documentation and status reports accessible to County stakeholders at all times.

Implementation Methodology Overview

Veoci's implementation strategy shall follow a phased structure below:

a) **Planning and Alignment:** Implementation begins with a formal project kickoff, during which stakeholders will be introduced, goals and scope are reviewed, and a shared Collaboration Room is launched in Veoci. This space is used throughout the engagement to track milestones, manage documentation, log decisions, and facilitate communication.

b) **Baseline Configuration and Training:** Veoci shall deploy baseline solutions based on emergency management best practices and lessons learned from other emergency management agencies. These solutions include core tools for incident reporting, situation status, tasking, resource requests, and ICS forms. Configuration is iterative and includes ongoing collaboration with Sonoma County stakeholders to ensure workflows, dashboards, and roles are aligned with local requirements.

Each jurisdiction shall receive the same standardized incident response solution as curated by the County. Customizations specific to individual jurisdictions are not included in scope and can be delivered post-implementation using Professional Services, as requested.

c) **User Acceptance and Go-Live:** After configuration, the County shall conduct User Acceptance Testing (UAT). Veoci shall support UAT by providing test cases, feedback tracking tools, and structured review cycles. Once all deliverables are validated, the baseline system shall be moved to production. Go-live typically occurs within 90–120 days of project kickoff, depending on the County's availability and staffing.

d) **Enhancement and Expansion:** Following go-live, Veoci shall work with the County to configure specialized workflows such as shelter management, damage assessments, and FEMA public assistance. Training shall continue alongside enhancement deployments.

System Configuration Process

Veoci's System Configuration Process shall follow a phased structure below:

a) **Kickoff & Planning:** Project roles shall be assigned, goals confirmed, and the Veoci Collaboration Room is launched as the central hub for project documentation, milestone tracking, and communication.

b) **Discovery & Design Workshops:** Department-level workshops shall be conducted to gather requirements, define roles, workflows, and identify forms, dashboards, and integration points.

c) **Configuration & Feedback:** Veoci's team shall build workflows and dashboards iteratively. County staff shall review each deliverable in real time and provide feedback, enabling rapid refinement.

d) User Acceptance Testing (UAT): A UAT plan shall be created jointly with the County. County staff shall execute test cases, document feedback, and sign off once solutions are validated.

e) Training & Knowledge Transfer: Training shall be delivered across the user roles, followed by Train-the-Trainer sessions to ensure internal ownership and continuity post-implementation.

Systems Integration

Veoci shall support REST-based APIs for secure data exchange. The County shall have access to four (4) hours of integration consultation to configure and test systems such as:

- **Esri ArcGIS** – spatial data overlays and map-based reporting
- **Okta / Azure AD / SAML 2.0** – for Single Sign-On
- **Mass Notification Systems**

Data Conversion

Veoci shall support the migration of historical or reference data into configured solutions. The County shall provide data in a mutually agreed format (e.g., CSV or Excel) and conform to a defined structure. Veoci shall import data and assist with data validation. The County is responsible for ensuring the data is accurate and formatted properly.

Testing and Validation

Testing shall occur throughout implementation using structured review cycles and formal UAT. County stakeholders shall be provided test cases for each deliverable and will log feedback directly in Veoci. Veoci shall track resolution and confirm fixes before requesting final sign-off. No solution shall go live until it has been reviewed and approved by the County's team.

Feature Request

Veoci's product roadmap shall be shaped in part by direct customer input. Veoci's development model, built around sprint cycles, will allow Veoci to regularly evaluate, prioritize, and implement enhancements that address real-world customer needs.

The County shall be able to submit feature requests through multiple channels:

- The Solution Engineer assigned to the County.
- The Veoci Help Desk ticketing system.

Structured feedback cycles shall be conducted during and after implementation.

Every request from the County shall be reviewed and categorized based on factors such as frequency of request, impact on user experience, alignment with Veoci's platform vision, and technical feasibility. When a feature is selected for development, the County shall be notified and invited to provide input during design or beta testing.

For feature requests that fall outside the standard roadmap, the County may choose to sponsor specific development initiatives. Veoci will scope the work and evaluate whether the proposed feature can be incorporated into the core platform for long-term benefit to the County.

Modifications During Migration/Implementation

Modifications may be requested at multiple points, including:

- **During Discovery & Design:** County stakeholders shall help define requirements for forms, workflows, dashboards, and user access. Adjustments made here will influence the initial configuration, reducing the need for major changes later.

- **During Configuration & Feedback Loops:** Veoci shall build solutions incrementally and will present them to stakeholders for review. Feedback shall be logged in the Collaboration Room and incorporated in real time. Minor changes (e.g., field labels, routing rules) are made without requiring a formal process.

- **During User Acceptance Testing (UAT):** Any issues identified during UAT shall be addressed by the Veoci team. Final adjustments will be made before go-live to ensure that each solution meets the County's expectations.

- **During Specialized Enhancements:** Veoci's post-launch enhancements shall provide another opportunity to refine baseline workflows and introduce new functionality.

If a requested change falls outside of the originally defined scope or significantly increases effort, Veoci shall initiate a formal Change Request. The County shall have the option to:

- Reallocate existing Professional Service hours.
- Replace or defer previously planned deliverables.
- Add scope through a contract amendment.

Data Migration During Modifications

If changes are needed to data mapping or formatting after initial templates are defined, Veoci shall work with the County to revise import structures. However, all data must still meet agreed-upon formatting requirements. Veoci will not

perform data cleansing or transformation. The County will provide clean and validated files.

Services and Support

Veoci shall provide a robust training program and extensive documentation resources to support both system administrators and end users. Training shall be available in synchronous and asynchronous formats. Documentation will be accessible throughout implementation and after go-live to support continued learning and platform self-sufficiency.

Veoci shall offer 24/7 support and system monitoring, with accessible channels including email, web portal, and phone. Emergency support will be available around the clock, with response times ranging from 30 minutes for crisis issues to two (2) business days for non-critical issues. The platform is backed by a 99.5% uptime SLA, with service credits provided if availability falls below this threshold. Scheduled maintenance will be communicated in advance, while routine updates require no downtime. Although there's no specific SLA for page load speed, the platform is optimized for high performance and reliability, with continuous monitoring and AWS-hosted infrastructure ensuring stability during peak usage.

- **Veoci Help Desk and Knowledgebase:** 24/7 access to knowledgebase articles, training videos, ticketing, and enhancement updates
- **Ongoing Support:** After go-live, the County shall have continued access to the Veoci Help Desk, live support from Solution Engineers, and optional participation in Veoci-hosted webinars and user groups.

Training

Veoci will provide the training below for the County:

Live Instructor-Led Training

- **Veoci Basics (Webinar):** Overview of navigation, records, tasks, and collaboration tools. Audience: All Users.
- **Incident Management Administrator Training:** In-depth training for configuring and maintaining emergency management workflows. Audience: System Administrators.
- **Bootcamp Level 1:** Introduction to solution building, dashboards, and basic automations. Audience: System Administrators.
- **Bootcamp Level 2:** Advanced system configuration, forms, complex workflows, permissions, and automation. Audience: Experienced Administrators.

- **Train-the-Trainer Sessions:** Delivered at the end of implementation to prepare internal resources to lead end-user training and support. Audience: Local Champions, System Owners.

Self-Paced & On-Demand Training

- **Veoci Fundamentals (asynchronous):** Self-guided course covering forms, tasking, communication tools, and records
- **Help Desk Knowledge Base:** A searchable library of how-to articles, configuration tips, video tutorials, and FAQs Content is categorized for both administrators and end users
- **Video Tutorials:** Short videos on platform features, solution management, and best practices. Updated regularly and linked throughout the Help Desk.

Update Frequency and Communication Methods

Upgrades shall be posted into production weekly. Production will be available 24/7. Specific requests to postpone updates can be accommodated.

Back-up and Archiving Capabilities

Veoci shall offer backup and archiving capabilities, which are fully managed within its AWS-hosted infrastructure. The County data is stored using Amazon RDS for structured data and Amazon S3 for unstructured files. Data will be continuously backed up using automated snapshot-based backups. These backups are stored across multiple AWS availability zones, ensuring high durability and rapid recovery in case of system failure. Additionally, Veoci maintains redundant systems across its primary region (US-East) and disaster recovery region (US-West) to provide geographic failover capabilities.

Veoci shall retain deleted data for a 30-day recovery window, allowing for the restoration of accidentally deleted information. If the County terminates service, data will be retained for up to 90 days before being permanently deleted, unless otherwise specified. A certificate of destruction will be provided upon request.

While Veoci does not provide end-user-configurable archiving, customers can export their data at any time in formats such as Excel, PDF, JSON, or shapefiles for local storage or external archival purposes.

ADA Compliance

Veoci is committed to accessibility and designs its platform with ADA Section 508 compliance in mind, particularly Subpart B, Paragraphs 1194.21 (Software Applications and Operating Systems) and 1194.22 (Web-based

Intranet and Internet Information and Applications) of the Rehabilitation Act. Veoci shall include support for keyboard navigation, screen readers, appropriate contrast ratios, and alternative text for images where applicable. The platform is continuously updated through an Agile development process, allowing for frequent iteration and responsiveness to regulatory changes. Veoci monitors updates to accessibility standards—including Section 508 revisions and alignment with WCAG (Web Content Accessibility Guidelines)— and incorporates accessibility improvements into its development roadmap. This ensures the solution will evolve to meet both legal requirements and user needs over time for the County.

Data Usage Cap

Veoci shall offer standard storage of 200 GB. Additional storage may be purchased at a nominal fee.

III. VEOCI FEATURES AND ABILITY

Access Levels

Veoci shall support multiple access levels through configurable, role-based security mechanisms. The core access levels include:

- **Admins:** Full control over the system. Can manage users, create groups, configure forms/workflows, and set permissions.
- **Members:** End users who can create, update, or delete entries based on permissions granted.
- **Observers (Room-level only):** View-only access to Room content.

In addition, custom Roles can be created and assigned to users to support operational needs. While Roles help define access, they do not grant full Admin capabilities like user provisioning or group creation. Permissions are highly configurable at the object level (e.g., forms, workflows, tasks), allowing for granular control of access across the platform.

Workflow

Veoci workflows are used to digitize processes across all aspects of the operations management mission. Workflows shall come with configurable steps on which multiple types of fields can be added and customized. Those types, such as single select fields, person pickers, numbers with limitation of ranges, lookup and reference fields, ensure data integrity. Each field on the forms carries several properties that can be enabled to ensure data accuracy and consistency.

Ability to Share, Request, and Submit Information

All aspects of an incident shall be communicated to team members in the system, as well as external stakeholders and vendors. This can be done in

real time, on the fly. Administrators and Members can export reports to PDF, CSV, Excel, or send by email easily from within the system.

GIS Mapping

Veoci shall offer capabilities for representing location data on a map as overlays of entry data across multiple Forms, Workflows, and Tasks. Data can be represented as points or clusters of points, as well as polygons and polyline data. Image overlays of MapServer, FeatureServer, and Vector layers, amongst others, stored within ArcGIS and which are accessible over HTTPS, can be displayed on Veoci maps through additional configuration.

Veoci shall support export to XLSX, CSV, and PDF file formats, including geocoded data fields. Veoci can configure custom actions within the Veoci platform to automatically push data to GIS systems like ArcGIS through a REST API over HTTPS.

Multiple Simultaneous Incidents

Veoci shall offer multiple independent, yet simultaneous incident rooms to be activated and launched to meet emergency needs.

National Incident Management System (NIMS) Standards

Veoci shall be NIMS compliant and support several standardized forms. Veoci shall support Incident Action Planning configuration and ICS and FEMA forms natively. These forms can be auto populated from data in Veoci.

Scalability

As a modern cloud application, Veoci is engineered to scale for a small group of Users or thousands of concurrent users. Veoci shall be able to manage high traffic/concurrency; it utilizes the Amazon Web Services (AWS) Elastic Load Balancing service that automatically distributes incoming application traffic across multiple Amazon EC2 instances in the Cloud.

Veoci shall be able to scale reliably during periods of high demand, such as emergencies, by leveraging a cloud-native infrastructure hosted on multiple AWS availability zones in both the US-East (Virginia) and US-West (Oregon) regions. The System shall support elastic scaling of compute resources, allowing it to dynamically adjust capacity based on real-time traffic. Veoci maintains over 99.999% uptime, even during crisis events, and employs robust data resilience strategies using Amazon S3 and RDS, ensuring durability and rapid recovery. Routine software updates shall be deployed without scheduled downtime, preserving system performance during peak use. Additionally, the System shall include offline functionality and caching mechanisms to support field operations in low-bandwidth scenarios.

Communication Tools

Veoci shall include a fully featured, built-in mass notification tool. These notifications must include phone calls, text/SMS, email, and mobile app alerts. The County can decide which of the notification methods to use on each notification activation. The System can use a call priority where it can work down a list of work, mobile, and home phone numbers to reach a contact. Additionally, the County can leverage a third-party mass notification platform, Veoci shall integrate with these systems, meaning that an event occurs in Veoci that automatically triggers a mass notification through the third-party system.

Veoci shall be configured to communicate with local and regional agencies.

Ability to Create Templates

Veoci shall allow administrators to create and manage customizable message templates, streamlining the communication process during routine operations or emergency events. Templates shall be pre-configured with standard language, recipient groups, and preferred delivery channels (e.g., email, SMS, Teams), and will be quickly deployed with minimal input during high-pressure situations. These templates shall be tied to specific workflows, forms, or incident types, enabling automated or one-click messaging based on pre-set triggers or event phases.

Inventory Management and Resource Requests

Veoci shall include and provide the features and abilities below as requested by the County:

- Veoci shall include a comprehensive resource and inventory management module designed specifically for emergency management operations. The County shall be able to track resources across multiple locations, including quantity, quality, expiration dates, maintenance work orders, and storage site details. The System will support tracking of deployed resources, vendor-provided assets, and resource requests, all within the context of active incidents or planned events. Costs can be logged and attributed to specific resources, requests, or incidents, and tied to funding sources for accurate financial tracking. Dashboards and reports provide visibility into resource status and financial impact, helping agencies meet both operational and compliance needs.

- Veoci's flexible form builder shall allow administrators to fully customize resource request forms by adding fields specific to their operational needs, including conditional logic, drop-downs, checkboxes, and free-text inputs. Additional forms can be attached to resource requests to capture more detailed or situation-specific information, ensuring that all required data is collected in a structured

and repeatable manner. This configurability supports dynamic data collection as requirements evolve and ensures that administrators can track and manage every aspect of a resource request, from justification and approval to logistics and cost documentation, within one integrated system.

- Veoci shall support a guided interface for resource requests, allowing users to complete forms in a clear, step-by-step process. Each step can be tailored to collect specific information, with built-in instructions, validations, and dynamic logic to ensure all required fields are completed correctly before advancing. Administrators have full control over the structure of these workflows—they can organize the order of steps, enable or disable them based on roles or conditions, and update the flow as needs change.

- Veoci shall automatically maintain a complete audit trail for every resource request, capturing all user interactions, including edits, approvals, denials, and status changes. Each log entry includes the username, date, and timestamp, providing full transparency and accountability throughout the request's lifecycle. This running log is visible within the request record itself, ensuring that all stakeholders have access to a real-time, chronological history of actions taken.

- Veoci shall allow County's users to instantly view the status and available quantities of resources maintained in the stockpile through dynamic dashboards and saved reports. Dashboards can display real-time inventory levels, location-specific stock, usage trends, and alerts for low or expiring items—all configurable to meet agency-specific needs. Users can also access filtered, up-to-date reports at any time.

- Veoci shall manage and track a stock of available and used resources at all locations and departments involved in providing services. The platform creates a comprehensive asset management system that addresses the entire lifecycle of inventory. Tracking of assets begins when they are either built or purchased.

- Veoci's resource management tools shall include robust history tracking for every resource request, capturing detailed logs of all changes made throughout the lifecycle of the request. Each modification is recorded with the date, time, and user account at the time of the change.

Task Management

- County's users shall be able to attach a wide variety of file types, including images (JPEG, PNG), videos, PDFs, spreadsheets, Word documents, and slides, directly to tasks using an attachment field type. This ensures all relevant materials, such as maps, plans, and reports, are readily accessible in the context of the task. The system shall allow users to attach an unlimited number of deployed assets to tasks,

ensuring that all resources, equipment, and personnel linked to specific missions are tracked and accounted for.

- County's users can easily search for tasks using text-based search and field-specific filters (such as status, priority, assigned role, or due date), ensuring that tasks can be quickly located based on any criteria.

- Veoci shall enable the quick cloning or copying of tasks, allowing County's users to create similar tasks and link tasks to other tasks.

- Veoci's built-in task management features shall allow each city, special district, and county department to maintain its dedicated task environment, with visibility and control tailored to their operational needs. Tasks within each organization's workspace can be assigned, tracked, and completed.

- Veoci shall support automated status updates and notifications throughout the task approval and fulfillment process.

- Veoci shall provide full audit history tracking for every task, capturing a log of all changes made throughout the task's lifecycle.

- Task templates can be created through task types, duplication features, or custom actions, allowing users to quickly recreate similar tasks for future events or incidents.

Status Board

- Veoci's customizable dashboards shall be designed to enhance situational awareness during incidents and daily operations. These dashboards aggregate real-time data from forms, workflows, tasks, and other system inputs, and present the information through a variety of configurable widgets, including maps, charts, tables, status tiles, weather tiles, and more. County's users can tailor these dashboards to display mission-critical information based on their operational needs, supporting both high-level oversight and granular tracking.

- Veoci's dashboard creation tools are fully no-code and designed with ease of use in mind. Administrators can build and customize dashboards using intuitive point-and-click interfaces, including drag-and-drop tools and picklists to configure data sources, visual elements, and layout.

- Veoci shall allow administrators to build and assign custom dashboards for specific roles, user groups, or organizational functions such as EOC sections, departments, or operational units.

- Veoci has GIS-ESRI capabilities.

- Veoci shall support a decentralized approach that allows each city, special district, or county department to build and manage its own independent status boards tailored to its operational needs. At the same time, Veoci enables seamless data sharing and escalation by

allowing relevant data from these local environments to be pushed to a centralized, countywide Operational Area status board.

- Veoci shall enable organizations to create and update NIMS/ICS-compliant Incident Action Plans (IAPs) using standard ICS forms within their secure environment, ensuring that only authorized personnel from that jurisdiction can edit the documents. Once finalized, IAPs can be easily shared with Operational Area partners either through direct email distribution or by publishing them to a shared Room designed for regional coordination.

- Veoci shall support the export of both blank and completed ICS forms and full IAP packages into PDF format for distribution. While exported PDFs are not inherently fillable from a web browser, completed forms can be exported to MS Word format for further editing outside the platform, providing flexibility for jurisdictions that require post-export modifications.

- Veoci shall allow administrators to build custom survey forms tailored for community input. These forms can be configured to collect structured data, upload photos or documents, and capture geolocation information when needed. Each survey can be published as a public-facing link with a custom URL or QR code, making it easy to distribute through websites, email, or social media. All collected data feeds directly into the system in real-time for tracking, reporting.

System Administration and Security

All administration pages in the System shall utilize a simple point-and-click interface. Admins manage access and configuration, while Members interact with tools based on granted permissions.

Administrators can easily create users, roles, groups, and assign security permissions through an intuitive web form interface. For additional support, administrators can reach out to Veoci's helpdesk via phone, the ticketing portal, or consult the knowledge base library for self-help resources.

Implementation Plan Timeline

Estimated Start Date: July 2025

TASK	Implementation Phase Baseline Configuration and Training				Go Live	Enhancement Phase Customization of Specialized Processes		
	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026
Project Management								
Weekly touchpoints	▓	▓	▓	▓	▓	▓	▓	▓
Project Kick-Off	▓							
Program Increment Planning	▓	▓			▓			
Hypercare Support		▓	▓	▓	▓	▓	▓	▓
Implementation Phase								
Implement Veoci Standard Processes	▓	▓						
Single Sign-On	▓							
User Acceptance Testing	▓	▓						
Discovery / Requirements Workshops			▓					
Baseline Process Configuration			▓	▓				
Pilot Testing and UAT for Baseline Processes			▓	▓				
Enhancement Phase								
Specialized Process Customization					▓	▓	▓	▓
Pilot Testing and UAT for Specialized Processes						▓		
Add-On Implementation								
Inventory							▓	▓
Public Assistance							▓	▓
Training								
Veoci Basics	▓							
Veoci Fundamentals	▓							
Incident Management for Administrators		▓						
Veoci Bootcamp - L1						▓		
Veoci Bootcamp - L2								▓
Knowledge Transfer / Train-the-Trainer			▓	▓	▓	▓	▓	▓

Exhibit B: Fiscal Provisions/Budget

Fiscal Provisions

In consideration of the obligations to be performed by Consultant herein, Consultant will be reimbursed in accordance with the agreed-upon budget included herein by reference. Notwithstanding the foregoing, the total amount to be paid to the Consultant under the terms of this Agreement will in no case exceed the amount stated in Article 2 of this Agreement.

Claiming and Documentation

The Consultant will receive reimbursement for work as quoted under the firm fixed price, inclusive of all expenses, including travel. All costs reported by the Consultant will be supported by appropriate accounting documentation. Invoices will include the Consultant's name, address, phone number, or letterhead that includes the same information, and will be submitted to:

> County of Sonoma Department of Emergency Management
> Attn: DEM Finance
> 2300 County Center Drive, Suite B220
> Santa Rosa, CA 95403
> DEM-Finance@sonomacounty.gov

a) **Allowable Costs.** No amount or rate negotiated and included in the Consultant's program budget summary or budget backup shall be considered to be an allowable cost in and of itself; such amounts or rates are subject to final approval upon presentation of documentation establishing that actual costs were incurred and are allowable in accordance with Code of Federal Regulations Title 2 CFR Sections 200.420-475.

b) **No Supplantation.** Consultant must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state, or local government source. No supplantation of program financing by Consultant is contemplated or allowed.

c) **Financial Records.** Consultant understands and accepts its obligation to establish and maintain financial records of all program expenditures.

Budget

Quantity	Description	Cost
	Annual Subscription	
1	Veoci Standard Access Licenses Unlimited Users for Core, Public Assistance, and Asset Management.	$69,900.00
	• Hosting on Amazon Web Services • Updates & Maintenance of Veoci Platform • Support of Veoci Platform • Non-User Form Entries (External Forms)	
140,000	• Non-User Form Entries (External Forms)	
	Total Annual Subscription	**$69,900.00**
	One-Time Fees	
1	Veoci Implementation of Government Core for County with Multiple Sub-Jurisdictions per Scope of Work.	$12,740.00
1	Veoci Implementation of Public Assistance Solution per Scope of Work	$6,240.00
1	Veoci Implementation of Asset Management Solution per Scope of Work	$7,540.00
1	Single Sign-On (SSO) (SAML-based).	$1,250.00[i]
1	Contact or Member List Integration Configuration and Maintenance.	$1,250.00[ii]
100	Standard Consultation/Professional Services ($190 per Hour).	$19,000.00
10	Admin Trainings ($950 per Training Session)	$9,500.00
1	Organization Branding	$1,500.00
1	Four (4) Hours of Customized Integration Training per Scope of Work.	$1,400.00
	Total One-Time Fees	**$60,420.00**
	Project Discount	$31,000.00
	Total First Year Cost	**$99,320.00**

Cost Schedule By Year:

	Annual Subscription Fee	Integration Support	Total Cost
Year One 07/08/25-07/07/26	$69,900.00	$29,420.00 (One-Time Fees)	**$99,320.00**
Year Two 07/08/26-07/07/27	$73,395.00	$2,500.00	**$75,895.00**
Year Three 07/08/27-07/07/28	$77,065.00	$2,500.00	**$79,565.00**
Year Four (Optional) 07/08/28-07/07/29	$80,918.00	$2,500.00	**$83,418.00**
Year Five (Optional) 07/08/29-07/07/30	$84,964.00	$2,500.00	**$87,464.00**

- **Three-Year Total Cost: (07/08/25-07/07/28): $254,780.00**
  Includes Unlimited Users for Three Veoci Solutions Consisting of Core, Public Assistance, and Asset Management.

- **Optional: Total Five-Year Cost: (07/08/25-07/07/30): $425,662.00**
  Includes Unlimited Users for Three Veoci Solutions Consisting of Core Public Assistance and Asset Management.

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[i] All Integrations have a recurring maintenance fee of $1,250 per implementation, unless otherwise noted, since interfaces are subject to change by the application owner and often require configuration updates to maintain quality, data access and integrity.

[ii] All Integrations have a recurring maintenance fee of $1,250 per implementation, unless otherwise noted, since interfaces are subject to change by the application owner and often require configuration updates to maintain quality, data access and integrity.

Exhibit C: Insurance Requirements

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 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 the 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: 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.

    a. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

c. 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.

d. **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

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.

6 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.

7 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.

8 Documentation

a. The Certificate of Insurance must include the following reference: **Web-based Incident Management Software (DEM-WebIM-VEO-2528)**

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 the 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 are:

> **County of Sonoma**
> **Department of Emergency Management**
> **2300 County Center Dr, 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.

9 Policy Obligations

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

10 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.