

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND ZONEHAVEN, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 18th day of October, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Zonehaven, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement to provide for fire evacuation planning services on June 10th, 2019; and

WHEREAS, the parties amended the agreement to include an online evacuation platform and subscription to countywide evacuation zones for a period of three years on May 19th, 2020; and

WHEREAS, the parties wish to amend the agreement and extend it for an additional three years;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 is added to the agreement to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth in this agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed two hundred seventy-three thousand, six hundred dollars (\$273,600). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4 of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be

from June 19, 2019 through May 23, 2026.

3. Section 17: Notices is amended to read as follows:

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of the County, to:

Name/Title: Don Mattei, Interim Director, Dept. of Emergency Management
 Address: 501 Winslow Street, Redwood City, CA 94063
 Telephone: 650-799-9294
 Email: dmattei@smcgov.org

In the case of the Contractor, to:

Name/Title: Richard Danforth, CEO
 Address: Genasys, Inc.
 16262 W. Bernado Dr.
 San Diego, CA 92127
 Telephone: 858-676-1112
 Email: rdanforth@genasys.com

4. Original Exhibit A is replaced with Revised Exhibit A, (rev. October 18, 2022).

Subscription Summary

Zonehaven Foundation (ZGEM-PS-CL-SYS) renewal subscription. With this subscription you have a license for the following items.

Zonehaven EVAC subscription	X
Zonehaven AWARE connector	X
Waze connector	X
IPAWS connector	X
Email notification recipients	100
SMS notification recipients	100
Phone notification recipients	100
Social Media connectors	5
RSS feed connector	X
Premium 24x7 support	X

- 1. Zonehaven EVAC Subscription:** Unlimited employee/agency access to the Zonehaven EVAC for all employees of the customer and all named government agencies within the jurisdiction of the customer. Please ensure that all agency email domains are registered

with Genasys and have signed the Genasys Shared Agency Addendum. This includes access to the EVAC site (app.zonehaven.com) and complete functionality available within the application including tools for:

- Pre-planning and training for evacuations events
- Live alerting for advisories, evacuations and repopulation
- Hazard and traffic modeling and simulations
- Generating, syncing, and downloading PDF, SHP, KML, and WEA-ready files
- Interfaces and tools for syncing alerts with mass notification systems
- Integration with third party applications like CodeRed, Tablet Command, and WAZE
- Future features and workflows may be added at any time

2. Zonehaven AWARE Connector: Unlimited public access to the Zonehaven AWARE community website/app (community.zonehaven.com). This includes access for agencies, media, first responders, CAD operators, and the community at large. This includes rights to:

- Publish to the public facing Zonehaven AWARE site and apps directly from Zonehaven EVAC
- Embed Zonehaven AWARE in public-facing websites

3. Premium 24x7 support: The customer will have unlimited access to Zonehaven technical support via support@zonehaven.com. This email is monitored continuously, and any emergency requests will be responded to within 15 minutes. In addition, you are assigned a dedicated Customer Success Manager (CSM) to support you.

- **Training:** Annual virtual training session for EVAC users and/or annual train-the-trainer session. Custom designed annual drill/exercise involving EVAC/AWARE with after action review. Access to online training videos and help along with customer-only webinars collaboration sessions with your peers.
- **Community Outreach:** Genasys recommends customers conduct at least one community outreach campaign per year. Genasys provide off-the-shelf marketing program recommendations and an asset library for you to use in your annual outreach campaigns.
- **Published Zone Review:** Based on lessons learned from real-world events or exercises Genasys can facilitate an annual zone review session and provide zone editing support as needed. This review process will produce a new set of WEA/non-WEA shapefiles, along with an updated wall map (via pdf) for printing.

5. All other terms and conditions of the agreement dated December 13, 2019 between the County and Contractor shall remain in full force and effect.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

DocuSigned by:
Richard Danforth, 10/14/2022 Richard Danforth,
1313A414D6734AF... Contractor Signature Date Contractor Name (please print)

For County:

DocuSigned by:
Don Mattei 10/14/2022 Don Mattei
6EBEE6D256AD42F... Purchasing Agent Signature Date Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee) County of San Mateo
Interim Director, DEM
Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo