

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

WORK SESSION - TUESDAY, MARCH 10, 2015 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion regarding Community Development Division programs. **(Bob Gould)** Discussed
 - B. Information/Discussion regarding the potential purchase of a Mass Notifications Suite using the Federal Emergency Management Agency's Emergency Management Performance Grants Program 50/50 match funds that will be used by the Health and Emergency Services Division. **(Michael O'Driscoll)** Discussed
3. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date. No Comments
4. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented. Presented

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION §38-431.03(A)((3).

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING.

ARF-3039

2. A.

Work Session

Meeting Date: 03/10/2015

Submitted For: Robert Gould, Community Development Division Director

Submitted By: Robert Gould, Community Development Division Director,
Community Development Division

Department: Community Development Division

Information

Request/Subject

Community Development Division Programs

Background Information

The Board of Supervisors recently appointed John Voakes as a Hearing Officer for the County's Code Enforcement program. This agenda item will do two things; 1) staff will provide an overview of the function of the Community Development Division; and 2) more specific discussion will follow on the approach the Board would like to see John Voakes take with his duties as a Hearing Officer.

Evaluation

This agenda item will be an open discussion between the Board, staff and Don Voakes regarding the County's approach on code enforcement and an overview of the Community Development Division and its role for Gila County government.

Conclusion

Not Applicable

Recommendation

Not Applicable

Suggested Motion

Information/Discussion regarding Community Development Division programs. **(Bob Gould)**

Attachments

Community Development Division Report

Code Enforcement Program Report

Floodplain

**Planning &
Zoning**

Wastewater

**Code
Enforcement**

Building



Community Development Division

Division Update Report



Progress Report

Division Organization

The Community Development Division has the primary responsibility for overseeing development and assuring that it occurs in a manner that is compliant with our development regulations and planning documents. Our primary functions include the following:

- A. Ensuring structures are developed with safety to the occupants in mind.
- B. Ensuring that as land develops it is compatible with surrounding development and enhancing our overall economy.
- C. Ensuring that our residents and visitors have been afforded adequate protection from flood damage to structures by assisting Public Works.
- D. Ensuring that individual septic systems and wells are friendly to the environment as well as residents and visitors
- E. Ensuring that our County provides a healthy and visually attractive place for people to live, work and play in.

There is a positive correlation between the strength of our economy and how efficiently and professionally we do our jobs. The responsibility of assuring good quality development is something the division takes very seriously.

Due to a lack of private developable land within Gila County it is crucial that we maximize the development potential of existing private land while at the same time assuring quality. It is of the utmost importance that good community planning be accomplished through a consensus building process. Assuring a good balance between these two objectives can be a daunting task at times.

In the past the department devoted a lot of energy towards understanding and improving our various procedures for providing customer service. A plan of action was developed to facilitate better overall organization and structure to our services.

We wanted both staff and our customers to feel better about the various services we provided.

Part of this report will include some of the discussion from the July 2005 Report from LL Decker and

Associates. This report was an overall assessment of how well the Division was providing services. Some of the issues identified in the Decker report in 2006 include the following:

1. Delays in obtaining permits
2. Confusing Plan Review and permitting process
3. Inspection process can slow down the job
4. Poor communication between county staff and applicants requesting permits
5. Unrealistic customer expectations
6. Lack of staffing
7. Overworked and underpaid staff
8. Staff Training
9. Multiple permits needed and poor coordination between departments
10. Inadequate tools and training for those tools (codes, computer programs, facilities)
11. Inadequate customer complaint process

The Division has identified several goals since the Decker findings were made public.

A. Permitting and Inspection Process

Goal: *The Community Development Department will enhance our permitting services to ensure that quality development projects are quickly reviewed with the needs of our customers as our top priority.*

B. Marketing/Communication with our Customers

Goal: *The Community Development Department will create a highly interactive level of communication with our customers*

C. Staffing Issues

Goal: *The Community Development department will ensure appropriate staffing levels, well trained staff that are up to date on evolving technical and customer service issues and that find the County an excellent place to work.*

D. Necessary Tools and Facilities to get the job done

Goal: *The Community Development Department will ensure that our tools and facilities for providing good customer service are up to date or adequately planned for future expansion.*

Our number one goal is to create a top of the line service delivery program for our customers.

First and foremost the Community Development Division made major changes to its service delivery program.

The driving force behind the organizational changes was the LL Decker Study done in collaboration with members from the building community and, the Board of Supervisors who were frustrated by the number of complaints from the building community and general public in 2006.

The Decker Study included 3 major changes that were made for the purpose of centralizing the review and permitting process: (**One Stop Shop Program**)

1. We assumed the responsibilities for plan review and inspections for private septic systems and permitting for new wells in 2006. The Wastewater Department now has two and one-half staff members to do these new tasks.
2. We assumed the responsibilities for initial review for compliance with floodplain regulations in 2006. One staff was added to assist the Public Works Division with review for floodplain safety in 2006.
3. We expanded our Code Enforcement Program with three staff members in 2006. We also added a hearing officer who continues to work today with several different ordinances.

The objective of these changes was to enhance the overall review process by developing a One-Stop-Shop Program for our customers.

I consider the Decker Study flawed in the sense that it did not devote adequate review of the Wastewater and Floodplain review process at that time. Which as of today has been rectified.

Wastewater authority is currently delegated to Gila County by the Arizona Department of Environmental Quality. We are delegated for alternative systems, standard systems and code violations.

These changes created a real demand for existing staff to expand their knowledge into the septic systems, code

enforcement and floodplain areas. While tremendous progress has been made in these areas a lot of learning still needs to occur in order to absorb these functions fully within the department. This learning process can be very frustrating at times.

There has been a significant amount of time and effort put into the development of a strong professional work environment that could function as a team. The morale of the department was also an issue that needed to be addressed and we have now done that.

We have seen significant improvements in the timing of our plan review and permitting process. Much of the decrease in time to obtain permits for new development is due to the work of the Wastewater and Floodplain staff.

We also have a new Chief Building Official who has been a tremendous help with staff morale and creating a sense of discipline and professionalism.

Wastewater has managed to decrease a three month plus time delay in obtaining soils inspections down to one to two weeks and continues to do so today. Administrative Policies that facilitated this improvement included a change in final inspections for septic systems, in 2006 and have recently reestablished that inspection. We also had a change in what our customers can do prior to an inspector being on site, and then finally the addition of more staff.

Our Wastewater Manager was the major staff transferred from the Health Department with a tremendous amount of knowledge on wastewater systems. We also received a sanitarian who has kept this program running.

Transfer of some floodplain authority to this division has also significantly decreased the waiting time and also benefited the Floodplain Administrator by allowing him to focus more efforts on countywide projects. In this case the transfer of floodplain review benefited both the Public Works and Community Development Divisions thus giving our residents a double benefit, because now projects that weren't getting done now are getting done. Staff has made many changes that enhance customer service.

Our Code Enforcement Program is also continuing to grow. We have made adjustments to the Hearing Officer Guidelines and the process we follow in our

efforts to create a more attractive environment. We are also receiving financial benefits from this program in fines and having those who built without permits obtain those permits sometimes at twice the cost of the original permits.

Creation of a Positive Growth Program

Probably one of the most difficult areas of adjustment was and continues today to be the philosophical attitude towards our Positive Overall Growth Program.

During a Planning & Zoning Commission Work-study several years ago a significant amount of time was devoted towards discussing the four elements that create a positive growth program. These elements included:

1. A good **planning program** with significant citizen involvement
2. **Development Guides** that actually work to achieve the vision created during the planning phase. (Zoning & Subdivision Regulations)
3. Adequate **resources** to implement programs and enforce development guides
4. A **maintenance program** to ensure continuation once development is established (plan review & code enforcement)

If any one of the above four elements that make up a positive growth program is not adequately addressed important issues such as quality of life and the economy are seriously compromised.

I believe we have made some progress in the development of the above defined approach to affect a positive growth program. We still have a long way to go, progress thus far has been slow.

Our weakest area is still in the planning arena. We need to devote more resources towards implementation of our past planning projects and this includes developing additional small area plans. Plans are currently being formulated by staff for the Planning and Zoning Commission to hold public hearings all around the County for the purpose of soliciting input on how our residents perceive the future vision for Gila County. This would involve holding meetings in Pine/Strawberry area, Payson area, Kohls Ranch/Christopher Creek area,

Young Area, Tonto Basin area, Roosevelt area, Globe/Miami area, and the Hayden/Winkelman area.

We have made significant modifications to our development guides, but much more is still needed. We have revised our Zoning Ordinance this past year, and are currently considering more changes. Modifications to our subdivision regulations and minor land division regulations have also been completed.

"If any one of the four elements that make up a positive growth program is not adequately addressed important issues such as quality of life and the economy are seriously compromised."

We have made a significant effort to ensure adequate resources are available for staff to get the job done. We have replaced most of our vehicles over the past three year. This included vehicles that should have been put to rest a long time ago. We have expanded training opportunities for all staff to improve their skills and knowledge, and most important we really try to listen to what staff has to say about what they need in the way of tools and equipment to do a better job.

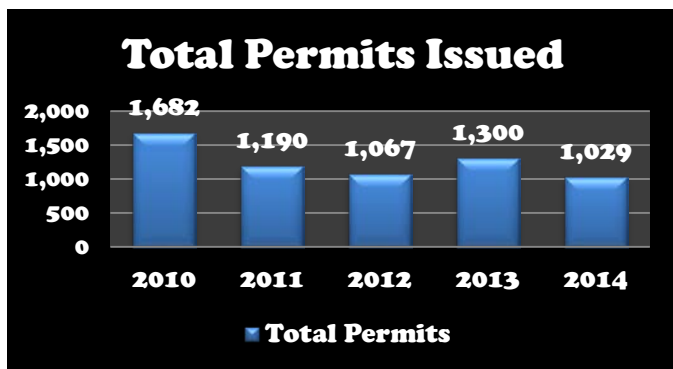
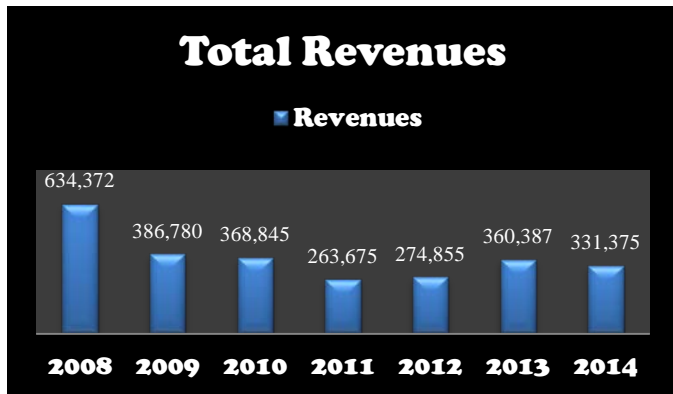
I am optimistic that things will come together better due to our struggle with the growing pains from past the several years.

Building Division

The number of housing starts reached its all-time low in 2012 and has very gradually increased since then. This past calendar year has increased by over 150% since 2012. This only meant an additional 42 housing starts. Housing starts include both site built and mobile homes. It does not include RVs, park models and other temporary dwellings.



While our housing starts are still down from our pre-economic collapse period the departmental revenues also remain low. The Division updated the Building Codes from 2003 to the 2012 International Codes which included no fee increases



Total inspections have steadily declined since 2008. Even with the drop off this past fiscal year we remain on a slightly upward trend in regards to development.



In March of 2007 building activity started to increase to the levels we had been performing during calendar year 2008 and continues to remain at a higher level until 2009. Since 2009 there has been a gradual decline.

A major accomplishment for the Building Division has been the adoption of the new Building Codes this past fiscal year. Staff put a lot of time and effort into reviewing the new codes and making appropriate amendments through the public participation process.

Staff has also worked with the local contractors to identify concerns with the code.

Several other amendments are also underway. The most important amendment was the creation of a Building Safety Advisory and Appeals Board. This Board has enhanced public participation in how we structure our building codes program. This Board will facilitate review and adoption of new codes, revisions to existing codes, and provide an appeals process for those affected by the decisions of the building staff.

Wastewater

Wastewater services were transferred into the division at the start of fiscal year 2007. At the time of the transfer an inadequate number of staff positions were provided to complete all the assigned duties and responsibilities. Three staff positions were transferred into the department from the Department of Health Services and it didn't take long to create a significant back log in soils evaluations. One staff person left and went back to Health Services.

When Soil Evaluations were with the Health Division, staff estimated that there was the equivalent of three full time staff doing Soils evaluations. We had one staff person devoted to soils evaluations. The three staff transfers included the department manager, one sanitarian and a technical person who did not go into the field but handled clerical and administrative duties for the most part.

The backlog of service demand reached the point where it took three to four months to schedule a soil evaluations. This was totally unacceptable as a service level for our customers. We hired a temporary sanitarian that lasted for approximately three to four months. When this person left a Building Safety Assistant was transferred into the division. In addition final inspections on conventional septic systems were suspended for contractors listed on the Gila County Wastewater Contractors List. With this change and the additional staff assistance scheduling a soil evaluations was reduced to two to three weeks. Today virtually all

soil evaluations are conducted on the day requested by the customer.

We have continued with this extra person part time in the division and have resumed conducting final inspections of all conventional septic systems.

Arrangements have also been made with Public Works Division for the assistance of a part time soils inspector to work one day a week conducting soils inspections. Roland has been gone many years.

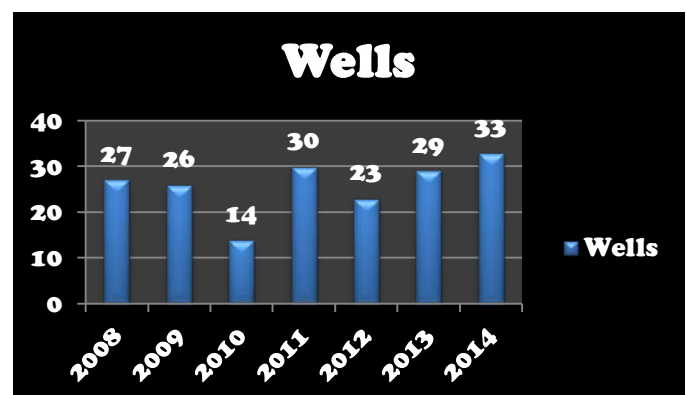
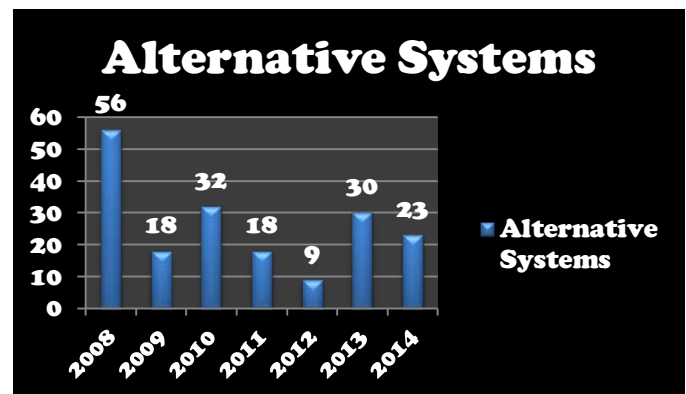
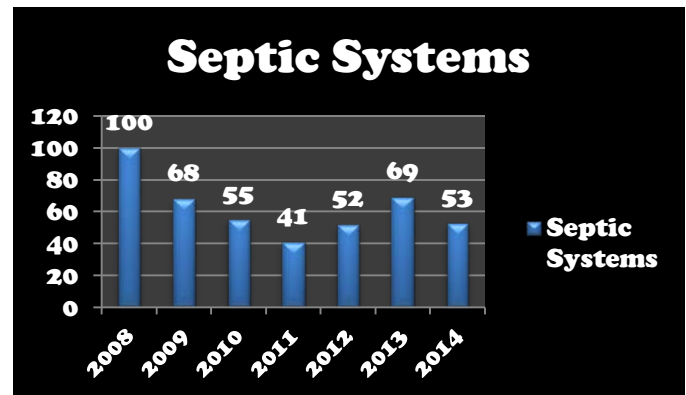
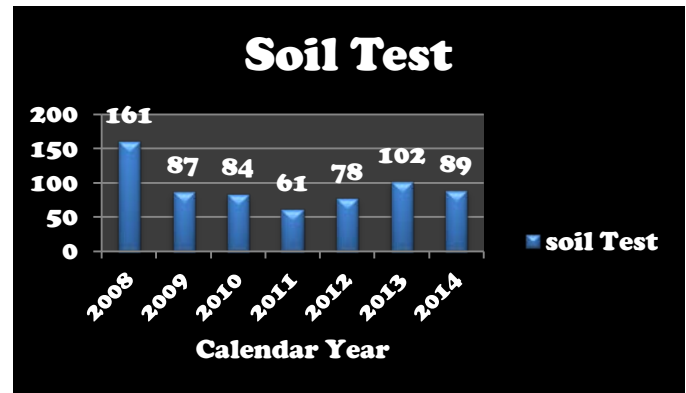
The Wastewater Department processes applications for standard and alternative septic systems, provides clearance letters, processes well applications, conducts observes soils investigations and reviews perk tests. and conducts sewage and gray water related complaint investigations and haring officer cases. A significant amount of time is spent in finding and explaining options available for citizens seeking to upgrade the capacity of their existing homes.

Standard septic system permit applications went from a high of 100 in 2008 to 41 in 2011 and have now rebounded into the range of 55 to 70 per year.

Due to the notice of Transfer Inspection Program there has been a significant upswing in septic tank replacement permits requested. In 2009 there were no tank replacement applications. That number grew to 40 in 2014.

Applications for well site inspections went from 27 per year in 2008 to 14 in 2010 and have since stabilized around 30 per year.

Through 2008 The department is was seeing an increase in the number of Alternative Systems needing to be utilized. This increase can be attributed to advances in soil testing knowledge related to clay soils and the presence of a high percentage of rock as well as the build out of flat lots with deep soils leaving the steep, shallow soils and more difficult and expensive to develop lots. Beginning in 2009 the rate of alternative system applications has dropped from 56 systems per year to the range of 20-30 systems per year. All Alternative Systems are processed by the Wastewater Engineer who also manages this part of the division. He has been training other staff to assist with alternative systems.



The department is seeing an increase in the number of Alternative Systems needing to be utilized. This is due to changes in State regulations and a limited number of quality lots being available. All Alternative Systems are

processed by the Wastewater Engineer who also manages this part of the division. He has been training other staff to assist with alternative systems.

Code Enforcement

While Code Enforcement has historically been a function of the division, it wasn't until fiscal year 2007 that a serious effort was made to identify code violations and pursue compliance through the complaint process.

Our program has been a reactive program, not a proactive program. We have discussed the possibility of becoming proactive during fire season to eliminate high weeds that provide fuel for fires.

Four staff has been assigned this function. Staff includes a supervisor, two code enforcement officers and a hearing officer. The Hearing Officer works part time to hearing cases. He is available for standby if we have last minute hearings.

Much time has been devoted to setting up this program. Various programs were studied, hearings with other counties were attended by the staff and guidelines were prepared and adopted by the Board of Supervisors to direct the overall program. While the program is fairly well situated at this time we are continuing to make changes to improve the function of the hearing process.

Code enforcement staff has spoken in front of various groups to get the word out that the County is making an effort to improve the overall appearance of Gila County.

The following is a before and after picture of a recent code enforcement violation. It is important to note that cleaning up the County can have not only visual appeal but have a positive impact on our economy and environment as well. This violation provided breeding areas for insects and rodents.

Code Violation – Before Picture



Code Violation – After Picture



The goal of Code Enforcement is to help in making Gila County a clean and attractive place to live and visit. This is a very important undertaking and it is appropriate for the County to lead the way.

We held our first hearing in January 2007. Ten cases were scheduled for that particular hearing date. Seven of the ten code violators initiated compliance or came into compliance prior to having a hearing. All ten cases were resolved within three months of the hearing date. The vast majority of cases never need to go before the Hearing Officer because the property owner cleans them up.

Code Compliance allows for a 30 day period to clean up the violation. If it is not cleaned up then they are scheduled to go in front of the Hearing Officer. If they

have cleaned up their property (after the 30 days but before the hearing) they may be dismissed with no fine or punishment. In cases such as these the County assumes the full cost put into the case.

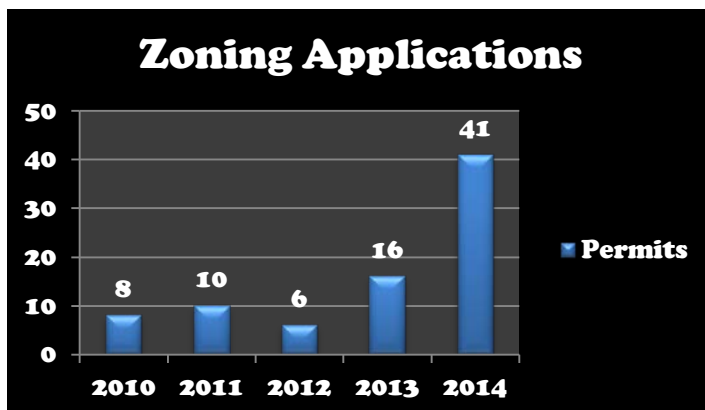
While Code Enforcement is not a major revenue producer it does have a positive impact to the county. Our approach to code enforcement has been to simply gain compliance. If we can get compliance without having people fined that has been the preference.

We do take in some revenues through building without permits through the double permit cost and the hearing officer will levy fines that are usually around \$100.

The Guidelines for the Hearing Officer was adopted in 2005 and then we adopted a Clean and Lien Ordinance in 2008. We lost all funding for cleaning up code violations shortly after we obtained it. When we did the cleanup for violators who would not do it themselves we would lien the property for the full cost plus and administrative fee. We have been able to get some of our investment back that way.

Planning & Zoning

The Director provides staff time for this part of the division. A part time staff person works out of the Payson office.

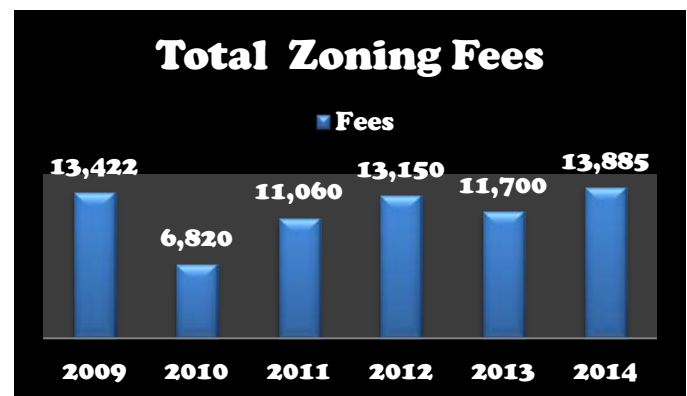


The total revenues for this department were \$30,577. Revenues from Minor Land Divisions accounted for \$22,750 or 74.4% of the total revenues. Part of this is due an increase in fees that became effective March 15, 2007. After the adjustment in fees we averaged \$542 per Minor Land Division, prior to the increase our average was \$186.

Processing a minor land division includes significant staff time doing research to ensure compliance with

subdivision regulations and engineering time to consider compliance with Registrar of Contractors rules for surveys and to ensure the correct math. We also have to do mail outs to obtain input from various fire departments. Prior to the fee increase the collected fees were inadequate to support staff activities in review of these applications.

Adjustments need to be made to the overall fee structure for Planning & Zoning similar to what was done for the Minor Land Divisions. The total amount of time currently allocated to this function would equal well over \$100,000 per year when wages and benefits are factored in. This assumes that the director puts 50% of his time into planning and zoning and that the planning tech position put 80% of her time. The part time planner was factored in at 100% of his time. We are capturing 30% of the cost to provide service.



Services that require public hearings, public notices, mail outs, and significant staff review need immediate attention. These services include:

- Rezoning Applications
- Conditional Use Permits
- Plan Amendments
- Variances

The processing of subdivision applications while not requiring public notices is very staff time intensive. The fees that we collect for all of the services listed above do not come close to paying for the cost to provide those services. Fees have not been reviewed for quite some time.

Services that are primarily for the benefit of an individual or company, and this individual or company reaps financial benefits from this service should be required to pay for the full cost of that service, not all the tax payers for Gila County.

Changes made to the Planning & Zoning Department during this past year include addressing the enforcement and fee schedule for Minor Land Divisions, and working to achieve a more cooperative customer service philosophy.

The role of leadership for this department has been to constantly remind everyone that we want to all be going in the same direction with a the needs of our customer and the quality of life for all county residents to be number one on our list of importance.

There have also been more mistakes or errors made during the review process this year than I am comfortable with. This includes public noticing requirements on more than one occasion, staff review for Rezoning or Comprehensive Plan amendments not being thorough enough and several others. Part of this is due to not having adequate staffing, and needing to slow down to ensure thoroughness. We have instituted changes to provide greater assurance that mistakes will decrease in the future.

Floodplain



Limiting the threats to homes and people from flooding is a very important function.

One floodplain staff was added to the division this past fiscal year, and another one has just recently been added. We also just recently signed a delegation agreement with the Floodplain Administrator to take over more responsibilities for review of permit applications for floodplain clearance.

The Floodplain Department does not produce any revenue at this time. It would be appropriate to charge for Use Permits at the very least. It varies between counties in charging for use permits. Some counties

charge nothing and some charge \$150 to \$300 for their use permits.

If we charge the \$150 fee during the last fiscal year we would have generated approximately \$10,000 in revenues. The cost to provide this service is in excess of \$100,000.

The Delegation agreement we have with Public Works allows this division to be in control of about 90% of all floodplain reviews. This provides better assurances that review requests are processed with the concept of one stop shop as a high priority.

Summary

First I cannot stress how important it is to focus a significant amount of energy and thought towards refining the One-Stop-Shop concept. I believe we've made significant progress but we must understand more exactly what our goal is and then pursue it vigorously.

It will be through collaboration with other departments as well as within the division that we will be able to refine the One-Stop-Shop concept. One-Stop-Shop is a process and does not necessarily need to be a department. Once we clearly define what it is we want to accomplish it will be up to the leadership to be constantly pushing us in the same direction. Leadership within the division rests with the director and department managers.

Second, we need to continue to build our communication structures with the public. We need to expand our websites, not only for information but to make it more convenient to our customers to pay for services and to submit applications. We need to devise other communication structures such as radio and new letters so that we maximize the input potential.

It is of the utmost importance that we build trust with our constituents, and in order to do that we must communicate at a higher level than we currently are. The more input we are able to get the better off we and the public are.

Third, we need to focus more time and energy into the planning process. It is through the planning process that we will have the opportunity to develop a vision of where we really want to go and at the

same time facilitate the building of trust between the County and our constituents.

Fourth, we need to continue to pursue additional staffing to keep up with service demand and to put more time and effort into the Planning and Zoning function.

The fifth, and final objective for the department is to develop a fee for service structure that allows the Community Development Division to have our customers pay 75% to 80% of the cost to provide services.

Gila County Code Enforcement Program

The Code Enforcement Program started in 2006 holding hearings monthly and then went to quarterly in order to give individuals more time to clean properties and we didn't have enough cases for monthly meetings. Most people did not need to go to a hearing because they cleaned up their property. We now have an average of four to six cases at each hearing. Some of these cases are repeat violators due to the lack of funds to enforce the Clean and Lien Ordinance. We are spinning our wheels trying to get them to comply and spending more time and money to accomplish the goal. The number of cases we opened and close vary from 17 to 30 a month, depending on the time of the year.

In June 2008, the Code Enforcement Program had a \$50,000 budget to work with and was able to enforce the Clean and Lien program. It was helpful to have that available in order for the hearing officer to have some teeth to enforce the rules. It worked great until July 2012 then the funds were removed and we no longer had the means to enforce. Since 2012, it has made it very difficult to get certain properties cleaned up because we do not have the funding or the teeth to enforce. We are back to square one from where we started in 2007.

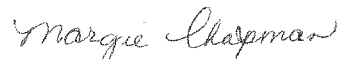
We do record Judgments that are not in compliance and/or fines were not paid. We have approximately four (4) Judgments recorded that are worth approximately \$28,646.48.

What the Code Enforcement Program needs to accomplish the goals of not only Gila County but the Ordinance itself is:

- 1) Property owner that makes no effort to pay after 30 days from the hearing date, automatically go to a collection agency, as stated in the Clean and Lien Ordinance.
- 2) All fines/civil sanctions and built without permit investigation fees go to a Code Enforcement fund.

Note: See attachment stating the amount of money that has been collected and is now placed in a general fund from fines and investigation fees that have been paid since 2006, are in the amount of \$53,876.25.

After the Code Enforcement Program reaches \$60,000, the funds could go back to being deposited into the general fund.



Margie Chapman
Code Enforcement Supervisor

March 2, 2015

Onsite septic systems enable development to occur in unincorporated Gila County. Parcels developed before 1965 are most likely served by cesspools, the use of which has been prohibited since 1976. Parcels developed between 1965 and the late 1980's are likely served by septic systems in which the tanks leak profusely and the leaching component is likely a pit or very inadequate leach lines, both "designed" by the property owner or a friend based on folk lore. These cesspools and old septic systems are the largest single contributor to groundwater pollution in Arizona (and Gila County) according to ADEQ Rulemaking Documents.

When these cesspools and systems cease to function or there is a desire to expand the living accommodations, the owners of these properties will be faced with the reality of securing financing for a new septic or alternative system. Because many of these properties are small, close to streams and have poor, rocky, shallow soils and steep slopes, the onsite solutions often require the more expensive alternative systems. The magnitude will range from \$8,000 to \$10,000 for a conventional septic system to one of the many alternative systems ranging in cost from \$15,000 to \$30,000 or more.

In addition to the magnitude of the financing, it is extremely difficult for most rural homeowners to secure low interest rates and long loan terms. This dilemma is the single biggest obstacle to be overcome as Gila County grows and endeavors to protect the groundwater quality for its residents. To that end it is recommended that Gila County establish a funding pool, managed by Community Services, for the expressed purpose of providing long term, low interest funding for residents needing to upgrade their old septic systems and cesspools. It is recommended that some incentives or breaks be given based on financial need and that loan payments be collected through the tax rolls and returned to the "pool".

Funding for the "pool" can come from two existing revenue streams:

- \$50.00 Transfer of Ownership fees collected at the time of sale for all onsite systems in Gila County, and
- Any fines collected through the Hearing Officer Process in excess of the amount determined to be held for property cleanup.

Thank you for your consideration.

	2009	2010	2011	2012	2013	2014	Jan-15
Opened	330	266	306	375	307	325	17
Closed	360	309	286	365	316	285	30

Current Active cases 131

FINES	2006	2007	2008	2009	2010	2011	2012	2013	2014
JANUARY	\$300.00		\$200.00	\$100.00	\$50.00	\$200.00			
FEBRUARY	\$100.00	\$300.00	\$150.00			\$50.00	\$150.00	\$50.00	\$1,000.00
MARCH	\$200.00		\$100.00	\$50.00	\$300.00			\$100.00	\$250.00
APRIL	\$150.00		\$50.00		\$50.00	\$100.00	\$200.00	\$400.00	
MAY	\$50.00		\$300.00	\$100.00			\$200.00	\$150.00	\$100.00
JUNE	\$300.00		\$200.00	\$150.00	\$200.00	\$4,287.63	\$150.00	\$300.00	
JULY	\$200.00		\$160.00	\$525.00	\$50.00	\$100.00		\$390.00	\$200.00
AUGUST	\$150.00		\$150.00	\$200.00	\$1,100.00		\$100.00	\$200.00	
SEPTEMBER	\$250.00	\$300.00		\$100.00	\$100.00			\$250.00	\$50.00
OCTOBER	\$150.00	\$100.00	\$50.00		\$450.00			\$450.00	\$200.00
NOVEMBER		\$250.00	\$350.00	\$100.00	\$100.00	\$150.00	\$150.00	\$100.00	\$100.00
DECEMBER	\$50.00	\$50.00	\$150.00		\$100.00		\$500.00	\$700.00	
Total	\$1,900.00	\$1,000.00	\$1,860.00	\$1,325.00	\$2,500.00	\$4,887.63	\$1,450.00	\$3,090.00	\$1,900.00
Account funds went into	X105.01.108.00.4267	X105.01.108.00.4267	1005-108-3510.30	1005-108-3510.30	1005-108-3510.30	1005-108-3510.30	1005-108-3900.60	1005-108-3900.60	1005-108-3900.60
BWOP FEES COLLECTED	2006	2007	2008	2009	2010	2011	2012	2013	2014
	\$7,114.88	\$3,505.81	\$3,132.38	\$7,528.05	\$1,239.55	\$1,360.70	\$4,123.11	\$2,202.44	\$3,746.70
TOTAL FOR FEES 2006 TO 2014		\$19,912.63	TOTAL FOR BWOPS 2006 TO 2014		\$33,963.62	TOTALS FOR BWOPS & FEES 2006 TO 2014			\$53,876.25

ARF-3041

2. B.

Work Session

Meeting Date: 03/10/2015

Submitted For: Michael O'Driscoll, Director

Submitted By: Josh Beck, PHEP Manager, Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Health Services

Fiscal Year: FY2014-FY2015 Budgeted?: No

Contract Dates FY2014-FY2015 Grant?: No

Begin & End:

Matching Yes Fund?: New

Requirement?:

Information

Request/Subject

Everbridge Mass Communication Mass Notification Suite Potential Purchase

Background Information

Everbridge Mass Notification enables organizations to send notifications via 25+ contact paths to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification solution keeps your contacts informed before, during and after all events operational incidents, and emergencies. Everbridge Mass Notification features robust analytics, GIS capabilities, and flexible contact management. In addition, customers with global contacts can leverage a single access point to notify contacts and manage contact data across multiple distributed data stores — a unique “globally local” approach.

When an incident happens, whether it’s a natural disaster or an IT outage, Everbridge automates communications to ensure that the right messages get to the right people, at the right time. Because the platform is cloud-based, it requires no hardware, installation, or maintenance.

Evaluation

In the event of an unexpected disaster or emergency, the Everbridge Mass Communications Suite has the ability to assist Gila County in saving countless lives. The County intends to apply for grant funds through the Federal Emergency Management Agency's Emergency Management Performance Grants (EMPG) Program, which requires a 50/50 cash match. If the grant is awarded through the EMPG Program, Gila County can purchase this product at a yearly cost of ~\$9000. As city, county, and state government organizations continue to face lawsuits for not being properly prepared to respond to emergencies, this product gives the counties community communication abilities a much needed boost.

Conclusion

This product will allow County Emergency Services personnel to continue focusing on improving disaster outcomes by implementing quality mass communication practices. This product will also allow Emergency Services to improve Gila County internal messaging by placing the data in the hands of Emergency Services staff to manage and control.

Recommendation

It is the recommendation of the Health and Emergency Services Division Director that the Board of Supervisors consider the potential purchase of a Mass Notification Suite.

Suggested Motion

Information/Discussion regarding the potential purchase of a Mass Notifications Suite using the Federal Emergency Management Agency's Emergency Management Performance Grants Program 50/50 match funds that will be used by the Health and Emergency Services Division. **(Michael O'Driscoll)**

Attachments

Mass-Notifications

IPAWS

Smart Weather

Everbridge University

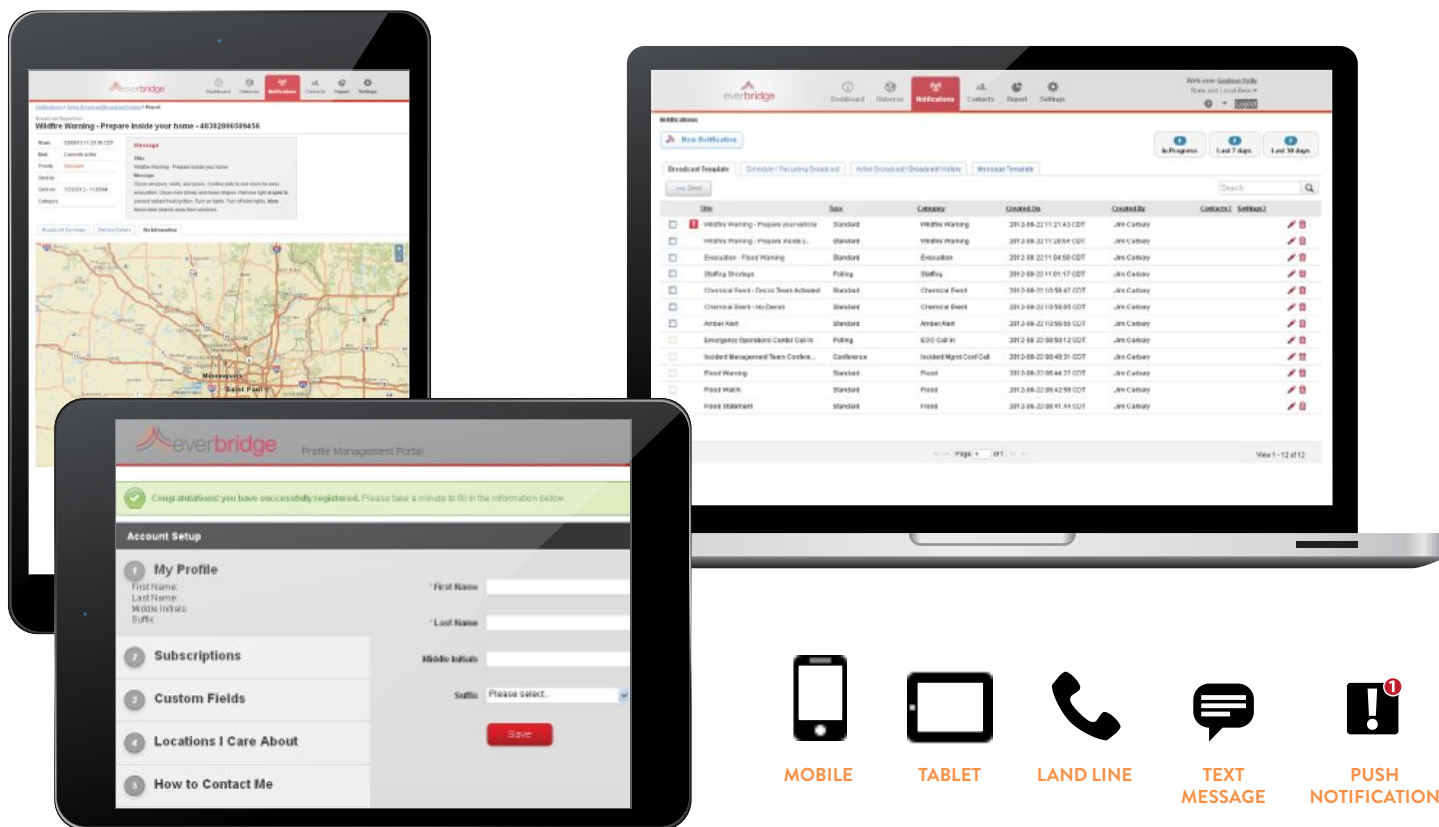
Everbridge Quote

Everbridge Service Agreement

Everbridge Power Point Presentation



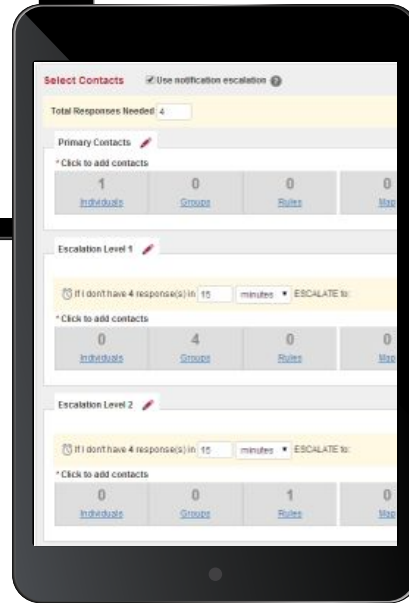
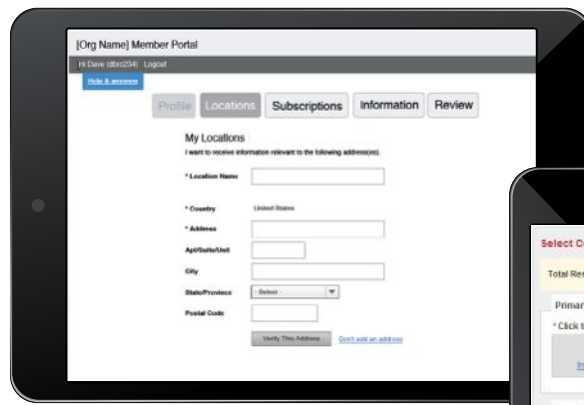
MASS NOTIFICATION



OVERVIEW

Everbridge Mass Notification enables organizations to send notifications via 25+ contact paths to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification solution keeps your contacts informed before, during and after all events operational incidents, and emergencies. Everbridge Mass Notification features robust analytics, GIS capabilities, and flexible contact management. In addition, customers with global contacts can leverage a single access point to notify contacts and manage contact data across multiple distributed data stores — a unique “globally local” approach.

- + Only one page notification process and one click sending
- + Only integrated GIS mapping with unified contact data
- + Only mobile management app with integrated GIS targeting
- + Only dedicated mobile recipient application with two-way communication



ANTICIPATE, TARGET, COMMUNICATE

- + Target the individual and not the device for intelligent, personalized message delivery.
- + Escalate notifications to ensure that the next person or group is notified if the first person or group doesn't respond.
- + Broadcast messages to virtually any communications device, with support for over 25 contact paths, including desktop alerts.
- + Build events for one-click sending during incidents. Set up notification templates with predetermined contact lists and pre-defined messages for faster communications in a crisis.
- + Resend notifications to recipients or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
- + Configure rules based on your infrastructure's capacity with flexible call-throttling capabilities.
- + Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.
- + Automatically publish notifications to public websites, Intranets, internal systems, and social media.

GEO-INTELLIGENT TOOLS

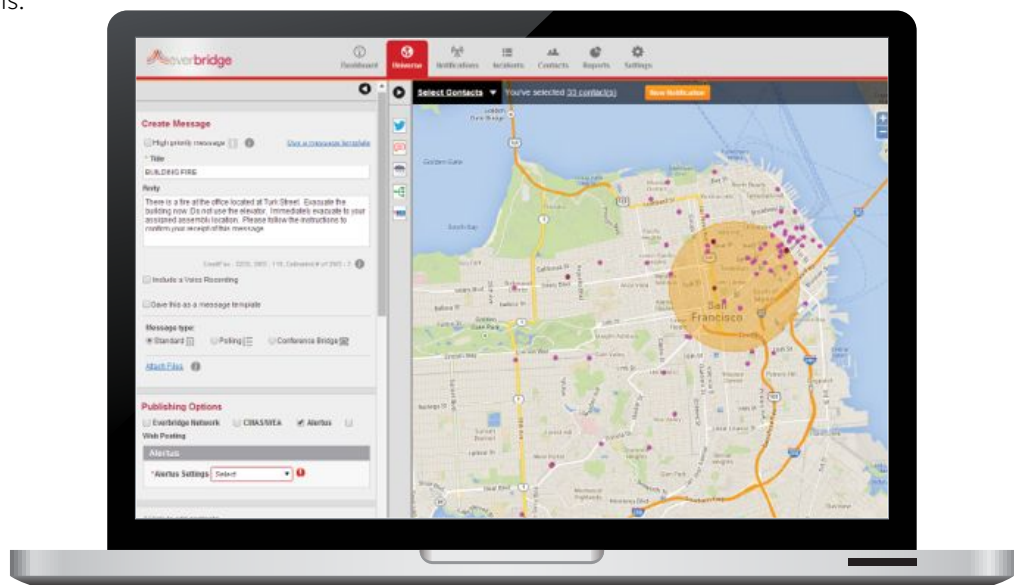
- + Send messages to recipients in a specific geographic region (zip code, street address, radius from a specific point, or other attribute) with GIS-based message targeting.
- + Specify targeted contact locations with user-friendly drawing tools, or even upload shape files from other applications for on-the-fly notifications.
- + Search for, view the locations of, and send alerts to specific contact types, including functional needs populations, fire districts, alert type subscribers, and more.
- + Use PrecisionGIS to upload and manage custom geo-coded contact addresses and also integrate custom maps for message targeting
- + Load, geo-code, and manage contact data within a single interface and in real-time.
- + Exclude specific contacts from targeted messaging, based on defined attributes, including location.

SIMPLE, INTUITIVE USER EXPERIENCE

- + Manage settings, limits, and defaults through a comprehensive and user-friendly administrator interface.
- + Import, organize and categorize contact data in a way that is meaningful to your organization.
- + Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
- + Define role-based access controls for managing separate user and contact data.
- + Easily notify contacts and/or manage contact data across multiple distributed data stores and groups from a single access point.
- + Include multiple groups and custom fields from internal systems to help with message targeting.
- + Set opt-in portals to either publicly available or private (invitation only) and allow contacts to opt-in, update, and manage their accounts - including contact information, locations they care about, alert preferences and more- through branded, customizable web-based portals.
- + Support accessibility guidelines - public and private portals are Section 508 compliant and include field-level view/read/write access controls.

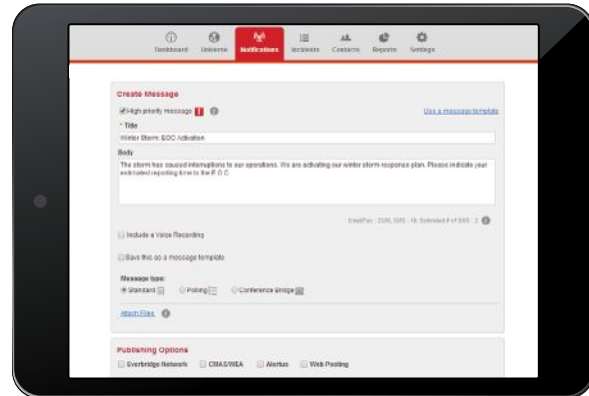
GLOBAL READY

- + Personalize your reach to a global audience by broadcasting messages globally, in any language.
- + Truly localize communication with multilingual text-to-speech support.
- + Increase delivery success for notifications with local and regional routing.
- + Send notifications with customized caller ID's so that the number is local and familiar to the call recipient.
- + Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
- + Access, notify, and manage contacts stored in multiple, distributed data stores through a unified access point, making the location of data seamless to the user.
- + Meet the highest standards for regulatory requirements and handling of personally identifiable information worldwide, including encryption of data at rest, if needed.



REPORT, ANALYZE, UNDERSTAND

- + Measure your communication program's effectiveness and continually improve its efficiency with robust analytics and reporting capabilities.
- + Make quick changes and improve results with powerful, accurate incident analyses in real-time.
- + Launch frequently requested reports on-the-fly with Quick Reports.
- + Provide summary and detailed notification analysis (DNA) reports for better after-action reviews, continuous improvements, and regulatory compliance.
- + Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.



ADVANCED MOBILITY AND CONNECTIVITY

- + Bring the power and security of the full desktop application to mobile devices everywhere, even under adverse network conditions.
- + Support multi-platform smart phones and tablets, including Apple® iOS and Android™ devices.
- + Benefit from reporting and analytics with a native interface designed for the operating system of the device.
- + Send notifications with a multiple-choice polling question with up to nine different responses.

THE ONLY END-TO-END PLATFORM

Planning: Everbridge is easy to set up, maintain, and organize, meaning that you're always ready for a quick, coordinated response. Everbridge ensures that the right messages get to the right people - with the most advanced opt-in portal on the market, streamlined integration with internal and external data sources, and simple group and contact management.

Assessment: When trouble strikes, you need rich insight, presented simply - so you can quickly assess potential impact and make an informed decision to avoid loss. Everbridge offers the only solution on the market that meets these demanding requirements, with the most advanced interactive dashboard in the industry.

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

Response: In critical situations, ease-of-use can mean the difference between an effective response and a mistake that carries serious consequences. Everbridge is engineered to be simple to use under pressure, with a user interface that accelerates time-to-message and reduces the likelihood of errors.

Delivery: Even during large-scale disruptions, Everbridge stays on. The most advanced platform in the industry ensures that you reach your contacts - every time. And with worldwide coverage and capabilities, including globally local calling infrastructure and data storage, we're ready to support you wherever your people are in the world.





EVERBRIDGE MASS NOTIFICATION FOR IPAWS WEA

Send geographically targeted alerts to wireless devices



WHAT IS EVERBRIDGE MASS NOTIFICATION FOR IPAWS WEA?

Sending Wireless Emergency Alerts (WEA) is crucial for federal, state, and local governments. During a major storm, national emergency, or other critical situations, government officials want to deliver warnings quickly and efficiently to keep individuals safe.

The Integrated Public Alert & Warning System (IPAWS) for WEA allows authorized government alerting administrators to send geographically targeted notifications through a mobile carrier. WEA warnings can be sent to mobile devices when individuals may be in harm's way, without the need to download an app or subscribe to a service.

Everbridge Mass Notification for IPAWS WEA takes traditional notifications to the next level. This message origination module opens up a new communication channel in support of the IPAWS WEA program and includes an additional message form that is embedded in the Everbridge notification workflow, making it easier for authorized public safety officials to target and launch alerts integrated as part of their emergency communications workflow.

KEY BENEFITS

- + **SIMPLE INPUT FORM** – Simple FEMA compliant form focuses on only the most important information
- + **TARGETED NOTIFICATIONS** – Geographically target messages to individuals using county-based Specific Area Message Encoding (SAME)
- + **INTEGRATED WORKFLOW** – Embedded in the existing Everbridge notification workflow, there is no need for users to open another application
- + **ADVANCED TRAINING** – “Training Mode” enables organizations to teach users about the system without sending an actual message

ON-THE-GO-ALERTING

This new partner functionality enables users to create and transmit customized messages directly from an iPad application.

Quick, easy emergency notifications



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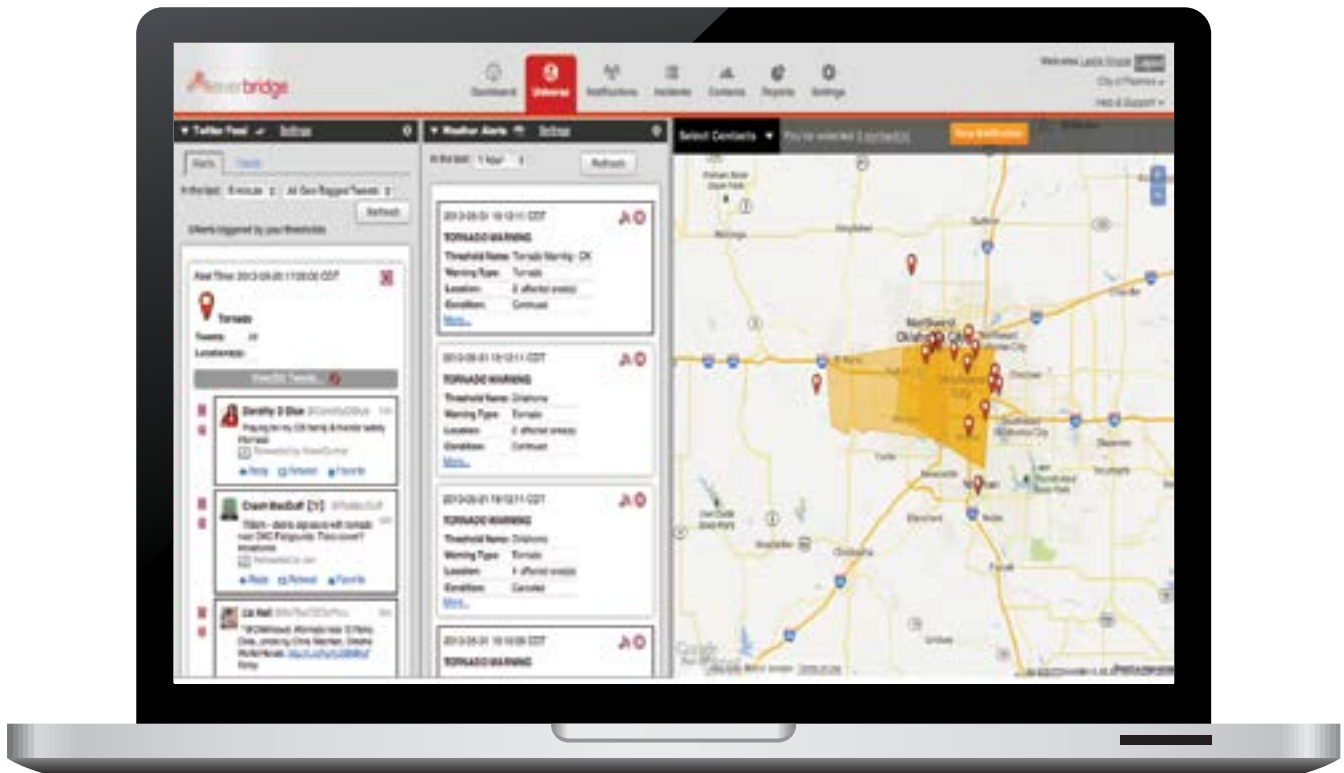
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SMART WEATHER ALERTING



OVERVIEW

Everbridge's SMART Weather Alerting leverages AccuWeather and Weather Decision Technologies meteorological resources to enhance and optimize over 150 severe weather alerts such as lightning, tornados, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. Because these severe weather types are difficult to predict far in advance, they often have terrible loss of property and life for those individuals who are caught unaware.

- + Specific – Detailed alerts, geographies and stop & start times.
- + Map-driven – Visualize weather and select targets using GIS maps and shapes.
- + Automated – Deliver alerts to contacts and members automatically.
- + Rules-based – Use rules to determine when a message should be triggered.
- + Targeted – Deliver the right message to the right person automatically.

Everbridge SMART Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery so notifications get to the right people right away.

KEY FUNCTIONALITY

- + Access to more than 150 different types of National Weather Service location specific weather alerts plus lightning and hail.
- + Timely, accurate weather warnings with specific start times and timely closing of alerts.
- + Weather alerts follow Everbridge's philosophy of "target the individual, not the device" - and escalates alerts through a number of contact paths, including mobile, until the recipient confirms receipt.
- + Precise meteorologist drawn polygons and geographical zones to identify weather impacted locations.
- + Self-service opt-in member portal for community registration and to manage alert settings.
- + Customized message content based on weather type, severity, location and audience.
- + Set up 'on the fly' triage conference calls to manage weather events from initiation to completion.
- + Select contacts in affected areas using a map that identifies weather impacted locations.
- + Configurable "quiet periods" for opt-in members.

PROTECT YOUR EMPLOYEES AND COMMUNITY MEMBERS

Everbridge Interactive Visibility and Everbridge Mass Notification become even more powerful with SMART Weather Alerting. Keep your employees, residents, and other key stakeholders informed and safe with automatic broadcasts to all affected recipients in an impact area. More actively manage weather events by quickly putting location based warnings in the right hands, in real-time and by customizing the messages you broadcast based on the type and severity of the event.

THE ONLY END-TO-END PLATFORM

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EVERBRIDGE UNIVERSITY

EVERBRIDGE UNIVERSITY HELPS YOU TRAIN YOUR STAFF AND SAVES YOU TIME AND MONEY!

With everything on your plate today, finding the time to fully train your staff can create real challenges – but the cost of not training your staff can be very high.

Everbridge University is a self-service, online training resource for the Everbridge Platform for interactive communications and mass notification.

EVERBRIDGE UNIVERSITY: ANY TIME, ANY PLACE, AND ANY PACE

Now your team members can train at any time, at their own pace, and from any place that they can access the Internet.

Team members don't have to travel, shuffle and reshuffle their calendars, or require special handling if they miss the training session. The courses and lessons are always online, ready for learning.

EVERBRIDGE UNIVERSITY IS PART OF THE CUSTOMER SUCCESS CLIENT PORTAL

You only need one login to access support and training information.

TWO ON-LINE CERTIFICATIONS TO INSURE AWARENESS AND COMPETENCY

+ Everbridge Message Sender Certification Course and Exam

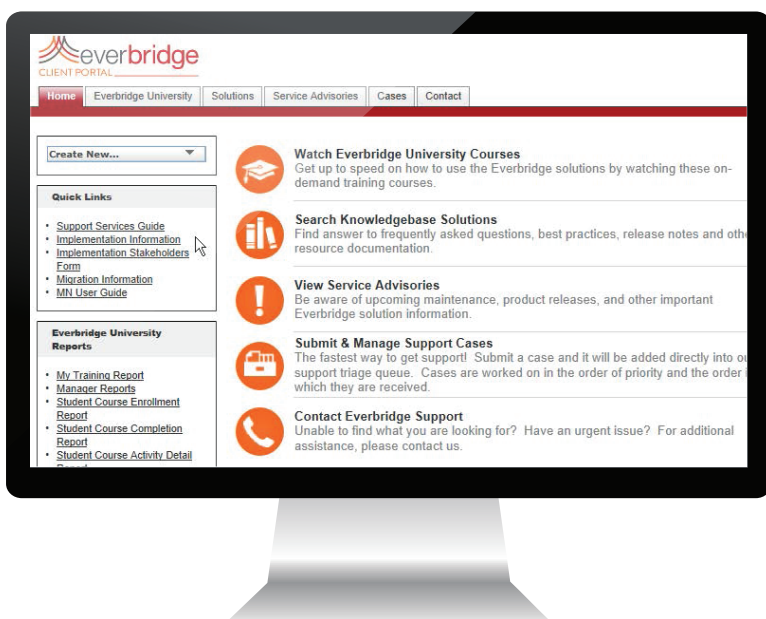
+ Everbridge CARES Best Practices for Notifications Certification Course and Exam

AND IT'S FREE!

Everbridge University offers a growing library of over 20 hours of training across more than 95 courses. Administrators and Users can watch and listen to animated lessons in order to become an expert on the entire platform, or just get a quick refresher on a key subject.

The on-line courses contain lessons that are focused on a task and are 10 minutes or less in length.

- + New team members can get their training without waiting for a class or webinar to be scheduled.
- + Rather than trying to find a topic in a webinar that can run an hour or more, the modular training provides specific key training areas for quick review.
- + Viewers can easily fast forward or rewind to pin point what they need to know.
- + Course can be viewed by features or by team member role



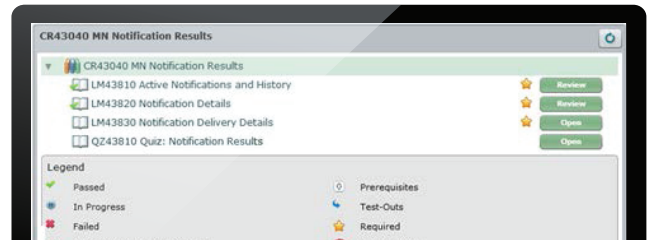
CLICKING ON THE EVEBRIDGE UNIVERSITY TAB SHOWS THE AVAILABLE COURSES AND PROGRESS

See at a glance what you have already viewed and completed.



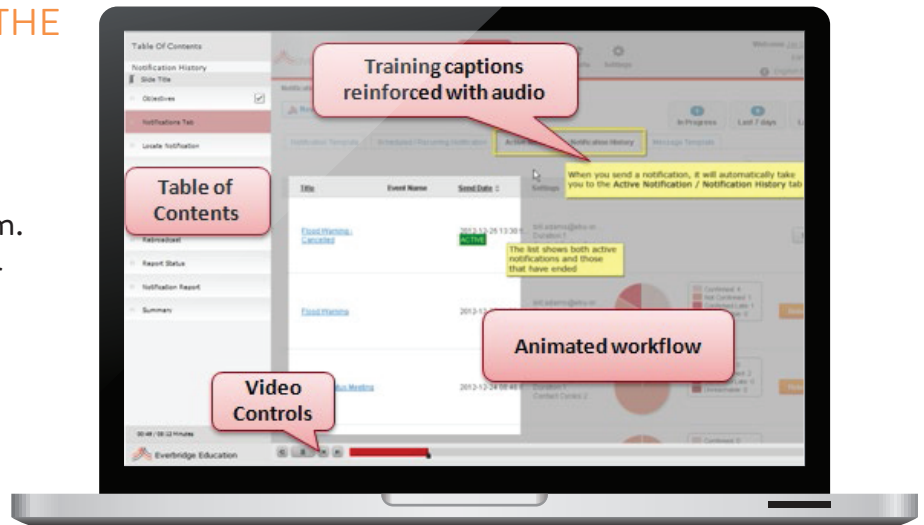
CLICKING ON A COURSE SHOWS THE AVAILABLE LESSONS AND PROGRESS

Locate the specific lesson you're interested in to learn or review.



SELECTING A LESSON PLAYS THE VIDEO

Watch the animated workflow while the captions explain concepts and guide you through using the platform. Read the text and hear the audio for reinforcement.



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500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00014162

Confidential

1 of 2

Prepared for: Josh Beck
Gila County, AZ
Globe, AZ 85501
(928) 402-8805
jbeck@gilacountyaz.gov

Quotation Date: January 28, 2015
Quote Expiration Date: February 27, 2015
Rep: Matthew Ward
(818) 230-9785
matthew.ward@everbridgemail.com

Contract Summary Information

Contract Period: 3 Years

MN Contacts up to: 25,851

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$18,523.62	\$18,523.62

Pricing Summary:

Year One Fees*: \$18,523.62

One-time Implementation and Set Up Fees: \$1,481.89

Total Year One Fees: \$20,005.51

Subsequent Year(s) Ongoing Annual Recurring Fees: \$18,523.62

Optional Year(s) Ongoing Annual Recurring Fees: \$18,523.62

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)



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Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00014162

Confidential

2 of 2

Supplemental Notes:

Authorized by Everbridge:

To accept this quote, sign, date and return:

Signature

Date

Authorized Signature

Date

Print Name

Title

Print Name

Title

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with the Everbridge Mass Notification system.

Usage

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging

Core Platform Access

- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for Mobile Manager Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)
- Two (2) Organization with unlimited nested static and dynamic groups
- Access to Everbridge Elastic Infrastructure for message delivery
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- 5 Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments
- Self-service Contact Import via CSV Upload
- Bulk Contact Management Automation via Secure FTP

Set-up, Implementation & Support

- Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast Support
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support
- Dedicated Account Manager

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.



ONBOARDING - STANDARD

OVERVIEW

The standard onboarding is right-sized to support small to medium organizations on deploying all basic Mass Notification and Interactive Visibility functionality. A dedicated onboarding specialist is provided to guide you through the onboarding process and provide strategic advice, tailored to your organization.

Included Standard Onboarding Resources

- + Client portal
- + Knowledgebase
- + Everbridge University
- + Up to 10 hours of an onboarding specialist

TIME FRAME

Standard Everbridge Onboarding requires approximately 15 days to complete. Depending on the size and complexity of the organization, it may take more or less time. The timeframe can be tailored within the following limits for standard onboarding:

- + Access to an Onboarding Specialist for up to 10 hours.
- + Onboarding Specialist hours must be used within 60 days of contract signing.
- + Additional hours are billable at \$250/hr.

SCOPE

A standard onboarding will provide the following:

- + Orientation to your onboarding resources, including the Everbridge Client Portal, knowledgebase articles library, and Everbridge University.
- + Access to your functional account, configured with default templates and default notification paths.
- + 30-minute hands-on demo of creating new users, the basic setup of contacts and the sending of a test notification.
- + Best practices and onboarding guidance as outlined in this document.
- + The onboarding specialist will ensure the client has demonstrated the ability to upload a sample of their contact data, send a notification and interpret the results.

KEY MILESTONES

ORIENTATION CALL

This call will provide an orientation to Everbridge onboarding resources and a review of preparation necessary to conduct a successful onboarding.

KICK-OFF CALL

The Kick-off call will focus on reviewing the basic settings and developing the onboarding project plan.

CONSULTATION CALL

The Consultation Call will focus on reviewing the completion of the project plan and identifying gaps and next steps.

CLOSE-OUT CALL

The Close-out Call will provide guidance on go-live strategies and mark the account's transition to customer success.

KEY MILESTONES

ORIENTATION CALL

The purpose of the orientation call is to prepare for the onboarding process. The Everbridge specialist will provide an overview of the onboarding process to key client stakeholders, introduce the stakeholders to the various onboarding resources, provide a short, interactive demo and access to a live, working account preloaded with default templates and settings. Orientation calls will be held within 5 days of the completion of your order processing. The specialist will also provide a checklist of actions to be completed in order to kick-off the onboarding process. The Call Agenda will include the following:

- + Introductions
- + Review communication goals/use cases
- + Review onboarding process
- + Review resources available to the client
- + Review the success criteria of the Milestone calls
- + Schedule all follow up calls
- + Review the Getting Started checklist
- + An onboarding specialist will provide a demo of the product showing how to create a new user, how to create a contact, and how to send a message using a pre-loaded test template. At the conclusion of the demo, the customer will be provided with their live production account.

Time: 1.5-2 hours

KICK-OFF CALL

The Kick-off call will be held as soon as the actions on the Getting Started checklist are complete, but no later than 3 weeks after the Orientation Call. The agenda will include the following items:

- + Review completion of the Getting Started checklist
- + Verify settings and configurations selected
- + Discuss design and strategy of the organization hierarchy in relation to the client's needs.
- + Review Role-based access control and its application with the client's organization.
- + Review the contact data quality of the sample uploaded by the customer.
- + Upon successful setup of the basic settings, the onboarding specialist will provide a customized Project Plan to guide the remainder of the onboarding. The Project Plan will include guidance on topics such as: data management strategy, reporting, groups and filters, mobile manager, awareness campaigns, training plans, member portal, Weather, IV, and mobile member.

Time: 1-2 hours

CONSULTATION CALL

The Consultation Call should be scheduled to take place within 5 days of the Kick-off Call. The call is a strategy session between the onboarder and the customer, with the following objectives:

- + Review Project Plan action items
- + Define testing strategy
- + Review contact management strategy
- + Review relevant advanced configuration topics

Time: 1-2 hours

CLOSE-OUT CALL

The close out should occur approximately 3-4 weeks after Orientation (not to exceed 60 days). The call will provide a final opportunity for the client to strategize with the onboarding specialist and will cover the following topics:

- + Functional testing conducted by customers/or review results of functional testing
- + Discuss transition to customer success
- + Provide best practices for troubleshooting issues
- + Where to find support information
- + Roll-Out Planning:
 - Review project plan for completing system-wide test
 - Review best practices for system test planning
 - Awareness programs

Time: 1 hour

EVERBRIDGE UNIVERSITY

- + Learning modules and training are continuously available and free for customers and partners to learn or review
- + Use Adobe flash videos with audio narrations
- + Self-paced training that allows students to learn when they have time and at their own pace
- + Just-in-time learning using small, focused content modules
- + No travel or facilities required, the classroom is anywhere a learner has Internet access

CLIENT REGISTRATION FORM

***Required information**

***Client Name:**

Account Number: (Internal use only)

***Requestor/Approver of Services:**

Contact Name:

Email Address:

Phone Number:

Other Number:

***Billing Address:**

Contact Name:

Address:

City:

State/Province/Region:

Postal/Zip Code:

Country:

***Shipping/Primary Service Location Address:**

Contact Name:

Address:

City:

State/Province/Region:

Postal/Zip Code:

Country:

***Accounts Payable Department:**

Contact Name:

Email Address:

Phone Number:

Fax Number:

Address: *same as Billing Address*

same as Shipping Address

City:

State/Province/Region:

Postal/Zip Code:

Country:

Purchasing Department:

Contact Name:

Email Address:

Phone Number:

Fax Number:

Address: *same as Billing Address*

same as Shipping Address

City:

State/Province/Region:

Postal/Zip Code:

Country:

***Invoice Submission Email Address(s):**

***Do you require a Purchase Order to process payment?**

Yes

No

If Yes, please send Purchase Order to Final.Documents@everbridge.com

(For U.S. Clients only)

***Is your organization exempt from paying Sales and Use Tax?**

Yes

No

If your organization is exempt or is utilizing Direct Pay, please attach a copy of your Exemption or Direct Pay Certificate to this form

*If either of the certificates is not attached to this form, sales tax will be added where applicable.

Please provide any special instructions for submitting and processing invoices for payment:

Please list and attach any required forms and/or web links for invoice processing:

e.g., Wire/EFT/ACH forms, Vendor forms, W9 forms, Registration links

Please return the form via Email to Final.Documents@everbridge.com or Fax to 818-484-2299

This Core Platform Service Agreement ("**Agreement**") is entered into by and between Everbridge, Inc. ("**Everbridge**"), and Client ("**Client**"), effective on the date of Client's signature below ("**Effective Date**"). Everbridge and Client are each hereinafter sometimes referred to as a "**Party**" and collectively, the "**Parties**".

1. SERVICE. Everbridge shall provide Client access to its proprietary interactive communication service(s) (the "**Service(s)**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the "**Quote**"). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or households, as applicable (each, a "**Contact**") set forth on the Quote.

2. PAYMENT TERMS. Client shall pay the fees set forth in the Quote ("**Pricing**"). If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the rates set forth in the applicable Quote. Everbridge shall invoice Client annually in advance. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Users. If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize certain of its employees and contractors to access that Service as users. If Client has purchased any other Service, Client shall authorize the number of users set forth on the Quote as applicable to that Service. Collectively, Client's employees and contractors who access any Service as provided above are referred to as "**User(s)**". Client shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If Client fails to complete the onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, Client must purchase any additional onboarding services.

3.2 Client Data. "**Client Data**" is all electronic data Client transmits to Everbridge in connection with the use of the Service. Client shall retain all ownership rights in any Client Data. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. By purchasing the Service, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Service Providers to collect, store and process Client Data subject to the terms of this Agreement. "**Service Providers**" shall mean communications carriers, data centers, collocation and hosting services providers, short messaging services ("**SMS**") providers and content and data management providers that Everbridge uses in providing the Service. Client shall maintain a copy of all Client

Contact data that it provides to Everbridge. Client acknowledges that the Service is a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Client Data or data submitted by Contacts, or for any losses, damages, claims, suits or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Service by Client or Contacts.

3.3 Limitations on Use. Client is responsible for all activity occurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable U.S. laws and regulations in connection with Client's use of the Services, including its provision of Client Data to Everbridge. Client shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

3.4 Security of Services. Everbridge's IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the "Privacy and Security Compliance" link on www.everbridge.com. "**Privacy Laws**" means all state and federal laws and regulations regarding data protection and privacy.

4. TERM. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Customer intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Customer, provided that Customer shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Customer as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Customer from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Customer as a credit towards any renewal.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion pursuant to the notice provisions above. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Client's account shall not be reactivated until Client is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to \$1,000.

5.3 Suspension. Everbridge may suspend the Service or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by Client of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service.

6.2 Restrictions. Client shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Services; (iv) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's own intranets for its own internal business purposes; (v) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; or (vii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes. Customer shall not and shall not attempt to access the Everbridge systems programmatically except using the appropriate username and password, and using application programming interface (API) calls permitted by Everbridge from time to time.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Client no license or other rights in or to the Service, software or any other proprietary technology, material or information made available to Client through the Service or otherwise in connection with this

Agreement (collectively, the "**Everbridge Technology**"), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("**IP Rights**") therein, as well as (i) all feedback and other information (except for the Client Data) provided to Everbridge by Users, Client and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.2 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Services in material compliance with the functionality and specifications set forth on the relevant product/system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services

Guide. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising out of any data sent, posted or otherwise transmitted via the Service by Client or Contacts, or Client's breach of the tax provisions in Section 2 or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Service as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Service is provided to Client.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's indemnification obligations, if (x) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Service is enjoined, then Everbridge will

promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Service and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge professional services relating to the Service to the extent the claim of infringement is based on the foregoing.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Client acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by US certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c) two (2) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Services, to the Client Portal.

11.7 Marketing. Client consents to Everbridge referencing Client's name and logo as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.9 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.10 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

EVERBRIDGE, INC. By: _____ Print Name: _____ Title: _____ Date: _____ Address: 500 N. Brand Blvd., Suite 1000 Glendale, California 91203 For legal notice: Attention: Legal Department	CLIENT: _____ By: _____ Print Name: _____ Title: _____ Date: _____ Client's address for legal notices: _____ _____ _____ Attn: _____
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EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

“Data Feed” means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Service (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

“Incident Administrator” means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Service.

“Incident Operator” means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Service.

“Premium Features” means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

EVERBRIDGE

Solutions For Critical Communications

Matt Ward, Sr. Account Executive

Office: 818.230.9785

Mobile: 818.333.6929

Matthew.Ward@everbridge.com



Everbridge Founded, 2002 | Los Angeles, Boston, London, Frankfurt, Beijing

EXAMPLES OF EVERBRIDGE IN ACTION

Hurricane Sandy: Massive Scale

- 25,686 broadcasts / 8.5M messages
- 5.9M people contacted
- 8 sec. median time to launch

Boston Marathon Attack: Dynamic & Tactical

Boston, Waltham, Watertown, the MBTA, Boston Public Library, business, universities & hospitals used Everbridge to:

- Coordinate emergency response
- Orchestrate the manhunt
- Announce service suspensions
- Staff nurses and doctors
- Check on employee safety
- Broadcast shelter in place



2,000+

CLIENTS

9

GLOBAL DATACENTERS



50M

CONTACTS MANAGED

(= 1/8 people in the US)



200M

MESSAGES SENT PER YEAR



250+

Employees

Trusted Platform: 2000+ Customers

Corporate

Finance

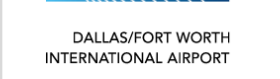
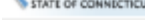
Healthcare/ Biotech

Higher Education

Government

Transportation

Energy



Market Leadership

EMNS Magic Quadrant Report Highlights

“Everbridge offers excellent functionality via native iPhone, iPad, Android and BlackBerry apps...”

“Everbridge has delivered situational awareness by enhancing its mobile app to support graphical displays and be a true recipient app supporting two-way communication...”

“Everbridge's administrative UI was one of the best among all product demos and it has excellent GIS capability among all vendors...”

“The product has excellent message status reporting and dashboards...”

“Everbridge has excellent data center geographic distribution...”

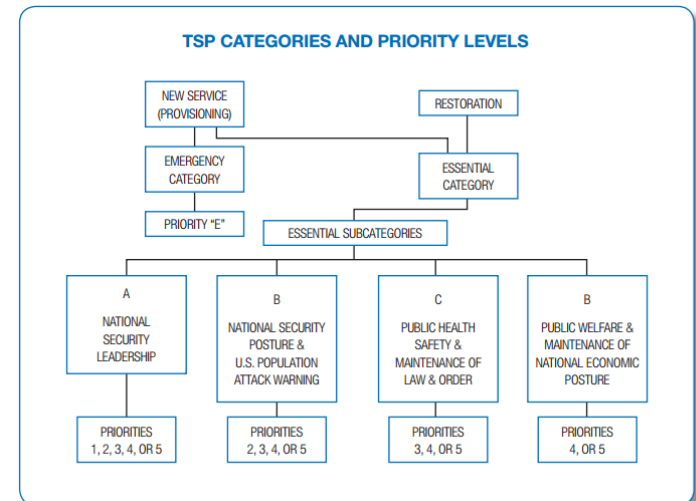
Gartner



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Resilient and Scalable: Better Than Traditional ENS

- **First and only** emergency notification provider approved for the DHS Telecommunication Service Priority (TSP) Level 3 Certification
- Everbridge **dedicated circuits** are registered with the National Security and Emergency Preparedness (NSEP)
- Everbridge circuits receive **priority service** via the Federal Communications Commission (FCC) mandate



Everbridge is certified as a level 3 provider in subcategory C

Protect & Inform Citizens, Businesses, and Employees

- **Police Department:** Used for missing persons, shift calls, crime updates, safety reminders, SWAT, bomb squad, and other special teams.
- **Fire Department:** Used for emergency call in of extended personnel, fire safety issues, communication with volunteers, situation escalation, Search and Rescue, evacuation notices.
- **Department of Health:** Pandemic updates, immunization reminders or information to seniors, Point of Distribution (POD) information.
- **Municipal Services/Public Works:** Road closures, power outages, service disruptions.
- **Water/Power Departments:** Boil water alerts, loss of service, bill payment.
- **Senior Services:** Daily wellness calls, senior activity programs, medical updates.
- **Access and Functional Needs Management:** Locate and identify various access and functional needs (AFN) groups for specific communication during disaster (send specific information to homes where people are in wheelchairs or confined to a hospital bed).
- **Licensing:** Registration renewal reminders, dog licenses, gun licenses, business licenses.
- **Department of Transportation:** Internal staff recalls, road closures, construction.
- **Department of Environmental Health:** Communication with public access points (restaurants, public pools etc) about recalls, breakouts, shut downs, warnings, regulations.
- **Department of Human Services:** Benefit updates, disruptions, changes.
- **Department of Justice/Courts:** Court appointments, fines, tax relief, court closings, internal communications (between judges, lawyers, clerks, etc.).
- **Department of Agriculture:** Recalls, e-coli, food providers, processing plants.
- **Department of Parks & Recreation:** Office closures, event announcements and updates, facility availability, sports and youth programs.
- **Department of Information Technology:** System and server issues, service and maintenance updates.
- **Department of Mental Health:** Communication to clients during regional events about availability and location of pick up for medicine. Updates to clients about treatment options. Wellness check-in following any extended in-house treatment program.

Assured Response: Required Confirmation

+ Don't Overwhelm your Audience with Confirm and Quit



Alan



Sue



Dave

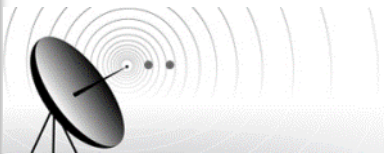


Phil



Janice

First Attempt



CONFIRMED

1/2/14 10:02:03 AM



work



text message



CONFIRMED

1/2/14 10:02:56 AM



BlackBerry

Second Attempt



work



cell



CONFIRMED

1/2/14 10:03:35 AM



cell



work

Third Attempt



text message



NO RESPONSE



instant message



PDA



NO RESPONSE

Re-send?

Re-send?

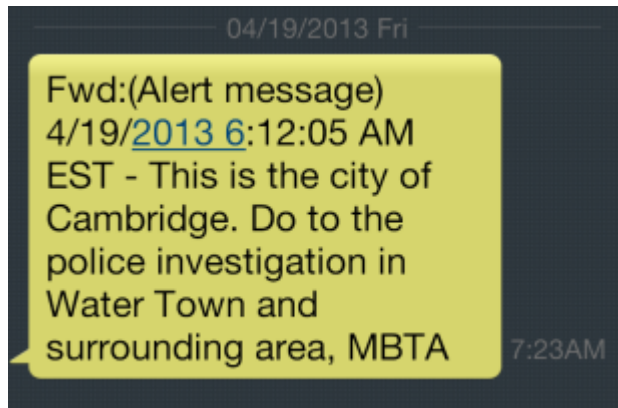
SMTP Text Messaging vs. True SMS Text

SMTP (Simple Mail Transfer Protocol) was developed primarily as a method to send email messages (123456890@vtext.com)

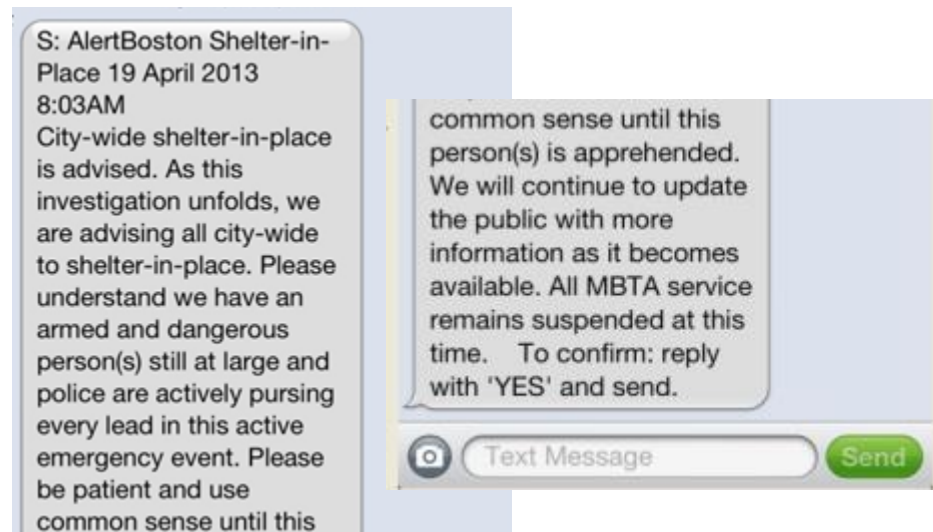
- Delivery Concerns – Routed through email networks, more likely not to be delivered.
- Carriers block or delay as SPAM
- Character Limitations
- No Confirmation of Receipt (Liability)
- Must update record if you change carriers

True SMS - SMPP (Short Message Peer-to-Peer Protocol) to exchange SMS (Short Message Service) messages (5 Digit Shortcode Used)

- Fast/Reliable Delivery since routed through cell phone carriers
- No issues being blocked by SPAM
- No Character Limitations
- Confirmation of Receipt
- Only 10 digit phone number needed



Notice Time sent in SMS vs. Time Received – Over an Hour Delay



Readiness: Easy to Set Up, Maintain and Organize

Data Management



Administrative Management

- Create username and password and re-set password through email
- Update data without vendor dependencies

Group Management

- Import group structures from existing databases and avoid redundant, tedious work
- Create custom groups rules and custom attributes for more meaningful targeting
- Setup parent and child accounts and message across organizations from one single login

Fast and Smart: Ultra-simple Under Stress

Reduce time-to-message

Reduce Risk of error

(examples of usability during critical functions)

Send new message to select recipients

1 page, 3 clicks

Launch a pre-existing message

1 page, 4 clicks

Select contacts on a map

1 page, 3 clicks

“When we are in the middle of it all, I don’t have 10 minutes to sit down at the computer to send those messages.”

*Jamie Moore , Emergency Management Coordinator
Johnson County TX*

IQ can drop 10-15 points under stress

Source: Psychology Today - April, 2011



Smart Delivery: Automation and Speed

Be prepared for emergencies with broadcast templates

- + Eliminate errors
- + Ensure clarity
- + Leverage Best Practices

Each template defines

- What message is sent
- Who receives
- How you want the message delivered

Easily manage template library

The screenshot displays the everbridge web application interface. The top navigation bar includes links for Dashboard, Universe, Notifications (highlighted), Contacts, Report, and Settings. A user greeting 'Welcome Jim Carbery' and a 'Logout' button are on the right. Below the navigation bar, the 'Notifications' section features a 'New Notification' button and three status filters: 'In Progress' (0), 'Last 7 days' (2), and 'Last 30 days' (2). A tabbed interface shows 'Broadcast Template' as the active view, with other tabs for 'Schedule / Recurring Broadcast', 'Active Broadcast / Broadcast History', and 'Message Template'. A 'Send' button is visible. The main content area is a table of broadcast templates.

	Title	Type	Category	Created On	Created By	Contacts?	Settings?	
<input checked="" type="checkbox"/>	Wildfire Warning - Prepare your vehicle	Standard	Wildfire Warning	2012-08-22 12:21:43 EDT	Jim Carbery	✓	✓	
<input type="checkbox"/>	Wildfire Warning - Prepare inside your h...	Standard	Wildfire Warning	2012-08-22 12:20:54 EDT	Jim Carbery	✓	✓	
<input type="checkbox"/>	Evacuation - Flood Warning	Standard	Evacuation	2012-08-22 12:04:50 EDT	Jim Carbery	✓	✓	
<input type="checkbox"/>	Staffing Shortage	Polling	Staffing	2012-08-22 12:01:17 EDT	Jim Carbery	✓	✓	
<input type="checkbox"/>	Chemical Event - Decon Team Activated	Standard	Chemical Event	2012-08-22 11:58:47 EDT	Jim Carbery	✓	✓	
<input type="checkbox"/>	Chemical Event - No Decon	Standard	Chemical Event	2012-08-22 11:58:05 EDT	Jim Carbery	✓	✓	
<input type="checkbox"/>	Amber Alert	Standard	Amber Alert	2012-08-22 11:56:55 EDT	Jim Carbery	✓	✓	
<input type="checkbox"/>	Emergency Operations Center Call In	Polling	EOC Call In	2012-08-22 09:50:12 EDT	Jim Carbery	--	✓	
<input type="checkbox"/>	Incident Management Team Conference ...	Conference	Incident Mgmt Conf Call	2012-08-22 09:48:31 EDT	Jim Carbery	--	✓	
<input type="checkbox"/>	Flood Warning	Standard	Flood	2012-08-22 09:44:27 EDT	Jim Carbery	--	✓	

Smart Delivery: Automation and Speed

- Focus on simplicity and ease of use
- “One Screen” notification workflow
- Leverages 10+ years notification experience
- Easy to manage what, who and how

The screenshot displays the Everbridge 'Create Message' interface. It features a top navigation bar with 'Dashboard', 'Universe', 'Notifications', 'Contacts', 'Reports', and 'Settings'. The 'Notifications' section is active, showing a 'New Notification' form. The form is divided into three main sections: 'Create Message', 'Select Contacts', and 'Settings'. The 'Create Message' section includes fields for 'Title', 'Body', and 'Voice', along with a 'Message type' dropdown (Standard, Polling, Conference) and an 'Attachment Files' button. The 'Select Contacts' section has tabs for 'Individuals', 'Groups', 'Rules', and 'Map'. The 'Settings' section lists various configuration options like 'Sender email address', 'Sender caller ID', 'Delivery method', 'MyBridge Response', 'Apply voice delivery throttling rules', 'Broadcast duration', 'Contact cycles', 'Interval Between Cycles', 'Interval Between Delivery Methods', 'Voice mail preference', 'Confirm', and 'Language'. At the bottom, there is a 'Send & Save' section with 'Send' (Now, Later, Recurring) and 'Save as broadcast template' options, and a 'Send' button. Three red callout boxes highlight key features: 'WHAT Message content and type' points to the 'Create Message' section; 'WHO Message contacts' points to the 'Select Contacts' section; and 'HOW Message settings' points to the 'Settings' section. A red 'SEND' button callout is positioned over the 'Send' button.

WHAT Message content and type

WHO Message contacts

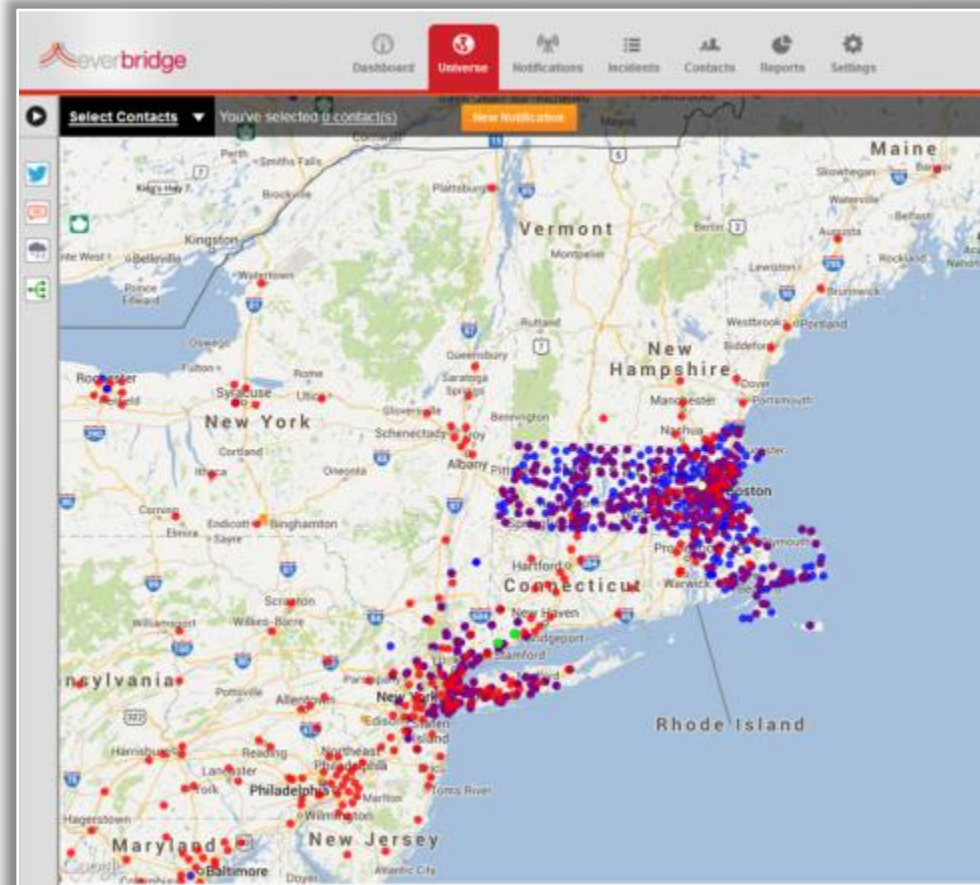
HOW Message settings

SEND

Visual: Everything at Your Fingertips

Visual and Interactive

- Precise Geo-location
- Import infrastructure, landmarks, districts and more
- See and respond from one interface



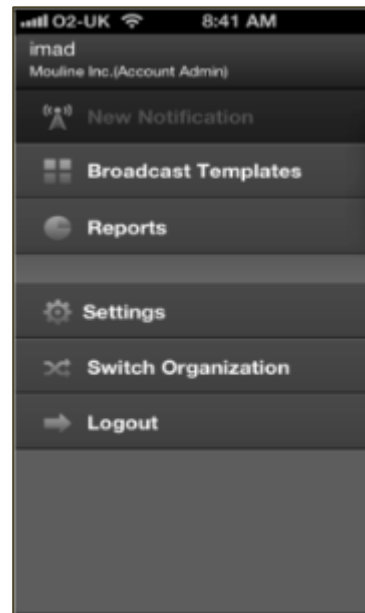
Everbridge Mobile Manager App

Robust

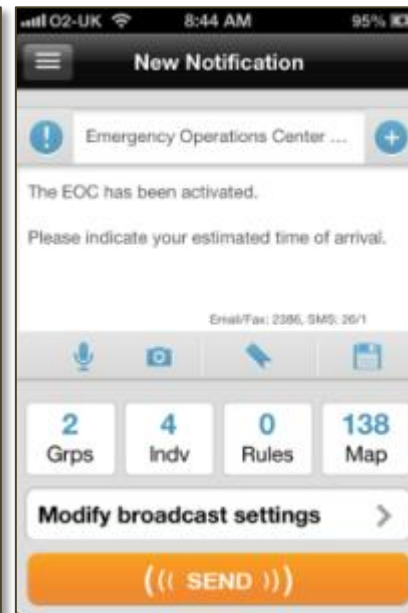
- Launch on-the-fly or from a template
- Monitor in real-time
- Record a voice message and send immediately or save as a template
- Attach an image from your device
- Draw on a map to select contacts.

Adaptive

- Work under low bandwidth/connectivity
- Use Apple® iOS and Android™ devices
- Website optimized for any mobile device



Notify & run
reports



Build new
messages



Select contacts on
maps

Only mobile
management app
with integrated
GIS-targeting.

4 out 5 emergency managers
required mobile management
for critical communications

Source: Everbridge Survey

Ensuring Your Success: Support

Multiple Options for Message Initiation

- Web-based self service
- Mobile message initiation using the Mobile Manager
- IVR phone-based
- Live operator assisted
- Live person onsite

Customer Support

- Live Phone and Email Support 24 x 7 x 365
- Privileged Client Portal access for the latest service information,
- Documents, knowledgebase content, FAQs, and case reporting and management.

Network Operations Center

- 24x7x365 Support team assistance



Professional Services

Implementation Services

- Standard – remotely delivered service gets customers onto the service in less than 2 weeks
- Premium – on site consultants facilitate a full implementation of the service and conduct user training

Everbridge University On-Line

- 95 courses; 190 lessons
- Over 28 hours of web delivered training
- Includes a user certification program

Consulting Services

- Platinum Service program offerings
- Certified Emergency Management professionals on staff to support our clients anytime, anywhere.
- System integration and custom application hosting
- Advanced configuration and best practice consulting

Commitment to Customer Success

Everbridge University

- 20+ hours of free interactive online learning modules via Everbridge University

Professional Services & Implementation

- Vertically focused, consultants & implementation specialists to assist with best practices, training, integration, data upload, configuration and testing

Customer Support

- 24x7x365 support via phone and online portal

Dedicated Account Managers

- Dedicated Account Managers assigned to each customer and vertical to help with best practices