

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/13/2023

Contract/Lease Control #: C20-2909-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: ALERTUS TECHNOLOGIES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/21/2020

Expiration Date: 01/20/2025 W /12 YR RENEWAL

Description of: DIGITAL MEDIA MANAGEMENT & MASS NOTIFICATION

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed: _____

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C20-2909PS Tracking Number: 4827-23

Procurement/Contractor/Lessee Name: Airtus Grant Funded: YES ___ NO X

Purpose: Renewal / amendment #7

Date/Term: 1-20-25 1. GREATER THAN \$100,000

Department #: _____ 2. GREATER THAN \$50,000

Account #: _____ 3. \$50,000 OR LESS

Amount: _____

Department: PS Dept. Monitor Name: Modder

Purchasing Review

Procurement or Contract/Lease requirements are met:

[Signature]

Date: 1-18-23

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____

Grants Coordinator _____ Date: _____
Suzanne Ulloa

Risk Management Review

Approved as written: See email attached 1-20-23 Date: _____

Risk Manager or designee _____
Kristina LoFria

County Attorney Review

Approved as written: see email attached 1-18-23 Date: _____

County Attorney _____
Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, January 18, 2023 4:21 PM
To: DeRita Mason; Jeffrey Hyde
Subject: Re: Alertus Technologies - Parts
Attachments: C20-2909-PS renewal #1 1.18.23.docx

With the attached changes, this is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, January 18, 2023 12:17:05 PM
To: Jeffrey Hyde; Lynn Hoshihara
Subject: RE: Alertus Technologies - Parts

Lynn,
See updated attached.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Lydia Garcia
Sent: Friday, January 20, 2023 10:06 AM
To: DeRita Mason
Subject: RE: C20-2909-PS renewal/amendment
Attachments: C20-2909-PS renewal #1.docx

Good morning Mrs. DeRita,

I reviewed the referenced original contract C20-2909-PS and the contract insurance requirements are still applicable. The attached renewal for Alertus Technologies, LLC is approved by Risk Management for insurance purposes.



Kind Regards,

Lydia Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32536

<https://myokaloosa.com/>

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, January 18, 2023 4:24 PM
To: Lydia Garcia <lgarcia@myokaloosa.com>
Subject: C20-2909-PS renewal/amendment

Lydia,
Does the attached need any updated insurance language added?
Thank you,

DeRita Mason



CONTRACT: C20-2909-PS
ALERTUS TECHNOLOGIES, LLC
DIGITAL MEDIA MANAGEMENT & MASS
NOTIFICATION
EXPIRES: 01/20/2025 W/1 2 YR RENEWAL

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND ALERTUS TECHNOLOGIES, LLC**
CONTRACT NO. C20-2909-PS

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Alertus Technologies, Inc. (the "Contractor"), executed this 8 day of February, 2023, is made a part of the original Agreement dated January 21, 2020, Contract No. C20-2909-PS (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement, which includes the Maintenance Agreement, through January 20, 2025. The Maintenance Agreement may be additionally renewed through January 20, 2027.
2. **EFFECTIVE DATE.** The Effective Date of this Amendment shall commence January 21, 2023.
3. **COMPENSATION.** Compensation for the Maintenance Agreement shall be as set forth in Tab 7, Services and Support of the original Agreement ("Compensation") and/or any amendments thereto. The compensation is listed in Attachment "A" attached hereto and made a part of this amendment.
4. **RESOLUTION OF PAYMENT DISPUTE.** There is a dispute between the parties regarding amounts owed to Contractor under the original Agreement. To resolve such dispute, Contractor agrees to provide the County with a thirty-eight thousand dollars (\$38,000.00) credit for Alertus-manufactured spare parts without expiration as set forth in Attachment "B". The County agrees to issue final payment of ninety-six thousand, two hundred dollars (\$96,200.00) to Contractor for installation services under the original Agreement.
5. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated January 21, 2020, and any amendments thereto, shall remain in full force and effect.
6. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

ALERTUS TECHNOLOGIES, INC.:

Jason A Volk
Signature

BY: _____

Jason Volk, CEO

Print Name

OKALOOSA COUNTY, FLORIDA

John Hofstad Digitally signed by John Hofstad
Date: 2023.02.08 13:31:25 -06'00'

John Hofstad, County Administrator



ATTACHMENT "A"
Maintenance Quote



State Tax Exemption #
858012622245C5
Federal Employer Identification #
596000764

SCHOOL DIST OF
OKALOOSA COUNTY
Purchase Order
Standard -

PO# 23000635
08/15/2022
Vendor (V1000014319)

Show P.O. Number on all shipping containers,
packing lists, correspondences, and invoices.

Checked box indicates order must be fully received and invoiced by 06/30/2023.
Cancellations must be in writing. No backorders without buyer approval.

Ship To
SCHOOL SAFETY
461 W SCHOOL AVE CARVER-HILL
ADMINISTRATION COMPLEX
CRESTVIEW FL 32536
850-689-7117

ALERTUS TECHNOLOGIES, LLC
PO BOX 600
BELTSVILLE, MD 20704

Bill To
ACCOUNTING & FINANCIAL REPORT
120 LOWERY PLACE SOUTH EAST ROOM 3
FORT WALTON BEACH, FL 32548
850-833-7652

Item #	Description	Quantity	UOM	Unit Price	Amount
	ALERTUS NOTIFICATION SYSTEM-LG PRODUCT CODE ANS-L ALERTUS SERVER SOFTWARE LICENSE AND ACTIVATION CONSOLE GUI FOR ALERT ORIGATION	3	EA	0.00	0.00
	ENHANCED NOTIFICATION SERVICE BASIC SUPPORT- LARGE PRODUCT CODE ENS-SUP-BASIC-L ANNUAL BASIC TIER SUPPORT FOR A LARGE SITE ORGANIZATION ANNUAL LICENSE RENEWAL KNOWLEDGE BASE ARTICLES/DOCUMENTATION SELF TRAINING VIDEOS ACCESS TO ALERTUS COMMUNITY SITE-8/5 ACCESS TO TECHNICAL SUPPORT TEAM.NORMAL BUSINESS HOUR SUPPORT 1 ANNUAL CUSTOMER ASSURANCE REVIEW - ALERTUS SYSTEM HEALTH CHECK NCPA CONTRACT - 01-90 CONTRACT DATE 9/13/22 - 9/12/23 BOARD APPROVED 8/8/22 QUOTE NUMBER 00132091 EMAIL MARK COFFIN MCOFFIN ALERTUS COM	1	EA	43,056.00	43,056.00
Total					43,056.00

Fund	Function	Object	Center	Project	Amount
1010	7900	0730	9033	8084	43,056.00

Superintendent

Program Director

Comments for vendor:

Terms & Conditions:

1. Purchase Order Terms & Conditions School Board of Okaloosa County, Florida The School Board (the "Board") will not accept any additional or different terms proposed by Seller in acceptance of acknowledgement of this order. The inclusion of such terms by the seller will be of no significance, such terms will not be conditions or additional terms of this order, and the Board's acceptance of Seller's goods shall not be deemed as acceptance of such terms. The terms or conditions from a relevant invitation to bid, request for proposal or formal quote are incorporated herein by this reference. Unless otherwise stated on the face of the purchase order, the following terms and conditions apply. 1. TERMS OF PAYMENT: Normal terms of payment shall be "Net 30 Days" after receipt of goods or completion of services and vendors invoice. Alternative terms of payment may be considered when in the best interest of the Board. 2. INVOICING: Itemized invoices, each bearing the purchase order number and point of delivery must be mailed on day of shipment. Invoices subject to cash discount should be mailed on the day they are dated. If they are not, discount period will begin on the day bins are received by the Board's Finance Department. Separate invoices must be rendered for each purchase order. 3. PACKING AND SHIPPING: An itemized list of contents must be placed in each package bearing the purchase order number and point of delivery. No charges will be allowed by the Board for cartage or packing unless agreed upon beforehand in writing. All expenses incurred by Seller's failure to furnish necessary shipping documents shall be charged to the Seller. No items may be backordered unless prior approval is obtained from the Purchasing Department. 4. LAWS AND REGULATIONS: Seller shall comply with all applicable Federal, State and Local laws, statutes and ordinances surrounding the provision of goods and/or services to include but not

limited to, regulations and standards of the Occupational Safety and Health Act of 1970, and the Federal Contract Work Hours and Safety Standards Act and the rules and regulations promulgated under these Acts. Seller agrees, in connection with performance of this order, not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin, disability or marital status. 5. PUBLIC ENTITY CRIMES: In compliance with Section 287.133 Florida Statutes, the Board is prohibited from transacting any business with a vendor, which has been convicted of a "public entity crime" or appears on the convicted vendors list as published by the State of Florida, Department of Management Services. 6. PATENTS: Seller agrees to indemnify and save harmless the Board, its officers, employees, agents or representatives using the goods or services satisfied herein from any loss damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters patent, by reason of the buying, selling or using the goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto. 7. CONFLICT OF INTEREST: The purchase hereunder is subject to the provisions of Chapter 112 Florida Statutes: Seller must disclose the names of any of its directors or agents who is an employee of the Board. 8. INSURANCE AND INDEMNIFICATION: Seller agrees to indemnify and save harmless the Board its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Seller, its agents employees or representatives or arising from any Seller furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Board. Seller shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board. Seller at the request of the Board, shall supply certificates evidencing such coverage. 9. RISK OF LOSS: Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in process materials and other things until the delivery thereof as herein provided (b) all risks of loss or damage to third persons and their property until the delivery of all goods as herein provided; (c) all risks of loss or damage to any property received by Seller from or held by Seller or its supplier for the account of the Board, until such property has been delivered to the Board; (d) all risks of loss or damage to any of the goods or part thereof rejected by the Board, from the time of shipment thereof to Seller until redelivery thereof to the Board. 10. INSPECTION AND TESTING: The Board shall have the right to expedite, inspect and test any of the goods or services covered by this purchase order prior to payment. If rejected, they will be held for disposal at Seller's risk. Such inspection or the waiver thereof, however shall not relieve the Seller from full responsibility for furnishing goods and works conforming to the requirements of the order, not prejudice any claim, right or privilege the Board may have because of the use of defective or unsatisfactory goods or services. 11. TERMINATION FOR DEFAULT: The Board may terminate all or any part of this purchase order by giving notice of default to Seller, if Seller (a) refuses or fails to deliver the goods within the time specified; (b) fails to comply with any of the provisions of this order, or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy insolvency or the relief of debtors. In the event of a termination for default, the Board's liability shall be limited to the payment for only goods or services delivered and accepted by the Board. Seller shall not assign or subcontract any portion of this purchase order without the prior written approval of the Board. 12. TERMINATION OF CONVENIENCE: The Board may cancel this purchase order at any time for its convenience, in whole or in part, in which event the Board's sole obligation shall be to reimburse Seller for those goods or services actually shipped and accepted by the Board up to the date of termination and costs incurred by Seller for unfinished goods, which are specifically manufactured for the Board and which are not standard products of the Seller, as of the date of termination. In no event shall the Board be responsible for loss of anticipated profit nor shall reimbursement exceed the order value. 13. WARRANTY: All goods furnished by Seller for any service or installation relating thereto pursuant to this order shall be warranted to be of the best quality of their intended purposes. In the event of breach, the Seller shall take all necessary actions, at Seller's expense, to correct such breach in the most expeditious manner possible. This warranty shall also insure to the benefit of the user of the goods. 14. CRIMINAL BACKGROUND CHECKS: In Accordance with Section 1012.465, Florida Statutes, all contractors, vendors, individuals and other entities under contract with the Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present or who have direct contact with students must register with the Okaloosa County School District Fingerprinting Office. A level 2 fingerprint screening is required as described in Section 1012.32, Florida Statutes unless otherwise exempted from such requirements by Sections 1012.467 or 1012.468, Florida Statutes. 15. E-VERIFY SYSTEM: Under Executive Order 11-116, issued by the Governor of the State of Florida and Section 448.095, Florida Statutes, effective July 1, 2020, Contractor shall use the United States Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp/>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify System for any employees they may hire during the term of this Agreement. Contractor must provide evidence of registration as required by Florida Statute, by January 1, 2021. Failure to comply with this provision is a material breach of the Agreement, and the District may choose to terminate the Agreement at its sole discretion.

Service and Support (required for hardware):

Product Name/ Code	Description	QTY	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5
Enhanced Notification Service & Support - Large/ ENS-L Number of Students enrolled: 10k-20k	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$14,950	\$14,950	\$14,950	\$14,950	\$14,950	\$14,950
Enhanced Notification Service & Support - Medium/ ENS-M Number of Students enrolled: 5k-10k	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$9,950	\$9,950	\$9,950	\$9,950	\$9,950	\$9,950
Enhanced Notification Service & Support - Small/ ENS-S Number of Students enrolled: >5k	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950

Please note, this pricing is for individual Higher Education Institutions. If the Institution has more than 20k students, custom pricing is available. The first 3 years can be combined into one contract if needed.



ATTACHMENT "B"

Credit for Alertus-manufactured parts

ALERTUS®

Prepared By Valeria Padilla
Phone (866) 425-3788
Email vpadilla@alertus.com
Created Date 2/7/2023
Quote Number 00144518

Bill To Name Okaloosa County Government
Bill To 120 LOWERY PL SE
FORT WALTON BEACH, FL 32548
USA

Ship To Name Okaloosa County Government

Product Code	Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
SPARE-PARTS-HPSA	Spare Parts - Alertus Manufactured	Spare Parts - HPSA Spare Parts - Alertus Manufactured Parts	Alertus Manufactured Parts - \$38,000 total credit	1.00	\$0.01	\$0.01
				Subtotal		\$0.01
				Total Price		\$0.01
				Grand Total		\$0.01

US Dollars (USD)

Implementation Terms

Implementation Plan Summary

Notes Alertus will provide any requested Alertus manufactured parts for replacement by customer.

Accepted by "Buyer":

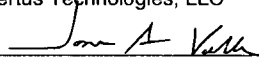
Signature: _____

Name: _____

Date: _____

Title: _____

Accepted by Alertus Technologies, LLC

Signature:  _____

Name: Jason Volk _____

Date: 02/08/2023 _____

Title: CEO _____