

TO:	Mayor and Councilmembers			
SUBMITTED BY:	JoAnne Plummer, Neighborhood Services Director			
PREPARED BY:	Jason Levy, Emergency Services Coordinator			
SUBJECT:	Genasys Evacuation Software Mapping Presentation and Memorandum of Agreement with the County of Santa Barbara Office of Emergency Management			

RECOMMENDATION:

- A. Receive a presentation from the Goleta Emergency Services Division and the Santa Barbara County Office of Emergency Management on the Genasys Evacuation Software System.
- B. Approve the Memorandum of Agreement with Santa Barbara County Office of Emergency Management Regarding Activation of the ReadySBC Alerts System and Access to and Use of Emergency Zone Mapping Solution, attached as Attachment 2, in substantial form and authorize the City Manager to execute the Memorandum of Agreement with any non-substantive changes that are approved by the City Attorney.

BACKGROUND:

In October 2023, Santa Barbara County issued a Request for Proposal (RFP) soliciting vendor proposals for an all-hazards evacuation/protective action management software. For more than two years, public safety partners have worked diligently to bring the Genasys solution to both Santa Barbara County and the City of Goleta. Before the implementation of Genasys, decisions regarding protective actions in rapid-onset incidents were made without the support of a specialized software tool.

DISCUSSION:

Genasys EVAC is a map-based software intended to support rapid cross-agency emergency coordination, decision-making, and maps for the public. Genasys EVAC centralizes data and pre-identified emergency zones for the City of Goleta. This platform

strengthens existing capabilities, delivering data-driven insights that empower field commanders to make well-informed protective measure decisions.

The County Office of Emergency Management (OEM) is the system administrator and Genasys contract manager. OEM is also the City's local emergency alerting authority. Beginning at the end of June 2025, the Genasys emergency zone map will be accessible 24 hours a day, seven days a week, 365 days a year on the www.ReadySBC.org website, as well as many local city and agency websites countywide.

The Genasys EVAC tool supports Safety Element (SE) 11.2 and SE 11.4 by enhancing information transfer to the media and incorporating Emergency Response Plans into a Geographic Information System (GIS). Layers jointly developed by the County and City established preidentified all-hazard zones through this GIS system. This program highlights the City's commitment to utilizing GIS to strengthen emergency planning. By addressing all-hazard zones proactively, it aims to ensure clear, efficient communication when implementing protective measures. The system integrates with the County's Alert and Warning platform, Everbridge, as well as ReadySBC, offering a public-facing interface to support protective actions.

The Goleta Emergency Services Division and the County Office of Emergency Management will provide a presentation regarding the Genasys Project.

The Memorandum of Agreement (MOA) is a draft document and is included as Attachment 1. The County Board of Supervisors will receive a similar presentation and consider this matter, including final approval of the MOA, at their meeting of June 3, 2025. At this stage, the MOA remains substantially in conformance.

GOLETA STRATEGIC PLAN:

City-Wide Strategy: 7. Maintain a Safe and Healthy Community **Strategic Goal**: 7.2 Strategic Goal: Participate in regional public safety collaboration

FISCAL IMPACT:

There is no anticipated cost to the City for the first two years of this agreement. County staff has outlined two cost-sharing models, one of which may result in the City incurring an estimated annual expense of approximately \$7,500.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Presentation - Genasys EVAC Implementation

2. Memorandum of Agreement with Santa Barbara County Office of Emergency Management and City of Goleta Regarding Activation of the ReadySBC Alerts System and Access to and Use of Emergency Zone Mapping Solution

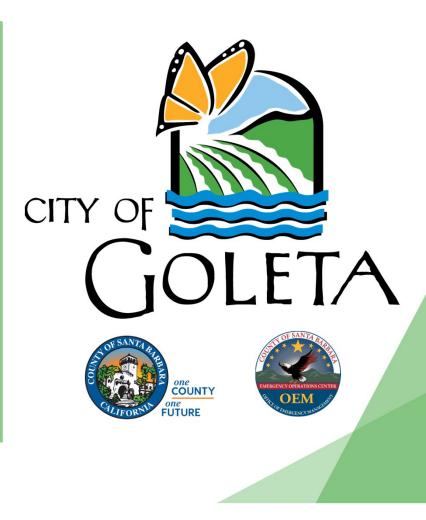
ATTACHMENT 1

GENASYS EVAC IMPLEMENTATION PRESENTATION

Genasys EVAC Implementation

Goleta Emergency Services Division

& Santa Barbara County Office of Emergency Management June 2025



What is Genasys EVAC?

What is it?

- Internal platform for first responders & emergency managers
- Public-facing map (web browser and mobile app Genasys Protect)
- Pre-identified emergency zones for the City of Goleta and all of Santa Barbara County

Why we need it?

- Enhanced communication & coordination
- Maps were not available for rapid onset events
- Developing ad-hoc maps took time

This is NOT an Emergency Alert System



Project Timeline





Internal Genasys EVAC platform

- **Population statistics**
- Critical evacuation facilities
- Critical populations
- Pre-identified:
 - **Temporary Evacuation** ۲ Points
 - Shelter locations
- Zone descriptions
- **Special Considerations**
- Hazard data:
 - Tsunami
 - Flood
 - Burn scar values at risk

Zone selected	↔		
▲ Hide zones list □	Update Internal Status		
US-CA-XSB-GOL-611 Normal			
Summary		Cathedral Oaks Rd	Belluno
	— 1,136 🕓 2,602		Bendito
VEHICLES	965 🕓 1,660	Li	Ancor
	217 acres		na Ave
	757		
Compared PDF Booklets	···]	Pullee Christian	
		Brandon Elementary Address 195 Brandon Dr.	
		Address 195 Brandon Dr. Elementary School	
		Capacity 401	
		/ Edit	P
		GOL-615	
		salisauri Carlisle Way San Milano Dr	
		San Bari Way	



Public-Facing Map

Located at protect.genasys.com and Readysbc.org/emergency

< Back

LOS-0767-H

REASON

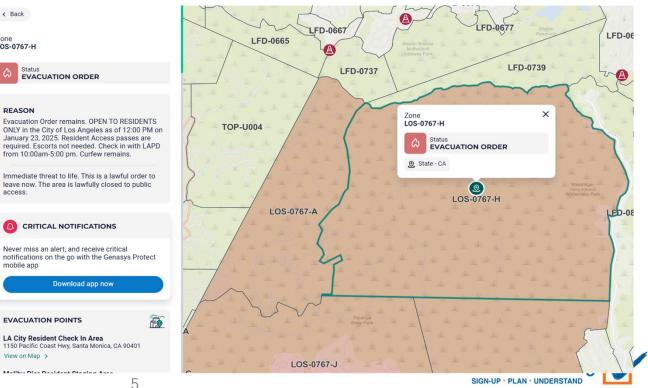
access

mobile app

View on Map >

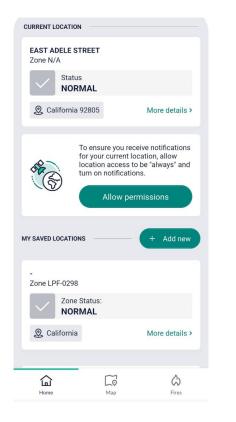
Zone

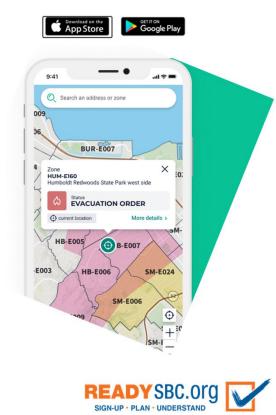
- Enter address or click zones
- Current protective action
- Opened shelters, traffic control points, road closures
- Zone Descriptions
- Important community links for more information
- Note: protect.genasys.com is **English ONLY**





- Mobile App for Genasys
- Available on Apple and Android devices
- Detects which zone you are currently in (for cities/counties that use Genasys)
- Must allow permissions for current location and to receive push notifications
- Can save and "follow" up to 5 zones
- Note: App is English ONLY





Alerting & Public Information Tools

Alerting Tools



Field Notifications

Wireless Emergency Alerts

ReadySBC Alerts



Emergency Alert System

🔉 Nixle

Goleta Tools



Goleta Notifications

Public Information Tools



Social Media Channels

ReadySBC.org

Traditional Media



IEWS

Radio Ready – AM 530 (North & Mid County only)

County Call Center + 211



Now part of emergency public information "suite" of tools





Zone name & numbers will NOT be included in alert message



Alerts WILL use geographic descriptions, town/city/street/highway names





• Don't have to remember zone name

READYSBC.ord

- Low technical literacy
- Internet connectivity/outage
- Zone splitting may be utilized
- Whole Community

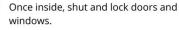
ALERTING BEST PRACTICES

Emergency Protective Actions



Shelter In Place

- Go Indoors!
- A Shelter in Place means there is a hazard in the area that poses a potential threat to life and/or property and you should stay indoors or go to higher ground.



- Prepare to self-sustain until further **notice** and/or contacted by emergency personnel for additional direction.

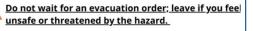


Prepare to

Leave!

Evacuation Warning

- An Evacuation Warning means there is a hazard in the area that poses a potential threat to life and/or
 - property and you may need to evacuate.
- 📈 Residents should remain alert, prepare essential items and pets, and be ready to leave at a moment's notice.



- 🥜 People with disabilities, access and functional needs should leave at this time.
- People with large animals should also leave now.

If you feel unsafe or need extra time to evacuate, LEAVE EARLY!



Evacuation ORDER

Leave Now!

An Evacuation Order means there is a hazard in the area that poses an immediate threat to life. Anyone in the area should evacuate immediately.



An area under an Evacuation Order is lawfully closed to the public.

An evacuation center will be established and announced shortly after the Evacuation Order is issued.

Do not hesitate, LEAVE NOW!



ACTIVATION WORKFLOW





Genasys Public Education: Phase 1

- Dedicated bilingual ReadySBC.org webpages
 - Explanation video, FAQs
- Social media infographics with key messages
- Digital ads
- Video and radio PSAs
- Media technical briefing/demo
- Joint press release and talking points
- County newsletter
- Elected body presentations

New Emergency Zones Map for Santa Barbara County





Prepare now. Visit ReadySBC.org to learn more.

Powered by 🎲 genasys EVAC



Genasys Public Education: Phase 2

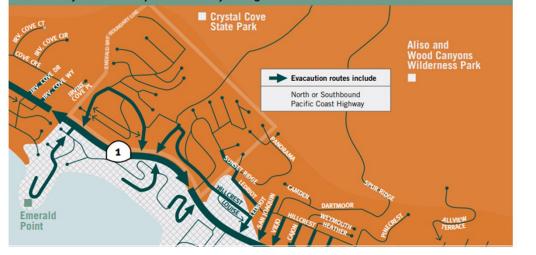
- Focus: "Know Your Way Out"
- Target audience:
 - High risk areas, such as single egress
 - Vulnerable populations
 - Small Regions/Areas
- Accessible to vulnerable populations (low tech, no smartphone)
- Include:
 - Evacuation terminology
 - Preparedness tips
 - Important contacts/numbers

ZONE AREA

2 EMERALD BAY **Know your way out.**

Scan this QR code to download your neighborhood map on your phone or tablet!

Familiarize yourself with major routes out of your neighborhood in case of an evacuation.





Community Action

- 1. Register for ReadySBC Alerts
- 2. Know Your Risk
- 3. Bookmark www.ReadySBC.org/Emergency





Staff Recommendation

Approve the Memorandum of Agreement with Santa Barbara County Office of Emergency Management Regarding Activation of the ReadySBC Alerts System and Access to and Use of Emergency Zone Mapping Solution, attached as Attachment 2, in substantial form and authorize the City Manager to execute the Memorandum of Agreement with any nonsubstantive changes that are approved by the City Attorney



Launch Date June 24, 2025

Questions?

ATTACHMENT 2

MEMORANDUM OF AGREEMENT BETWEEN SANTA BARBARA COUNTY OFFICE OF EMERGENCY MANAGEMENT AND CITY OF GOLETA REGARDING ACTIVATION OF THE READYSBC ALERTS SYSTEM AND ACCESS TO AND USE OF EMERGENCY ZONE MAPPING SOLUTION

MEMORANDUM OF AGREEMENT BETWEEN SANTA BARBARA COUNTY OFFICE OF EMERGENCY MANAGEMENT AND CITY OF GOLETA REGARDING ACTIVATION OF THE READYSBC ALERTS SYSTEM AND ACCESS TO AND USE OF EMERGENCY ZONE MAPPING SOLUTION

THIS MEMORANDUM OF AGREEMENT (hereafter "Agreement") is made by and between the Santa Barbara County Office of Emergency Management, with an address at 4408 Cathedral Oaks Rd., Santa Barbara, CA 93110 (hereafter "SBC OEM"), and CITY OF GOLETA with an address at 130 Cremona Drive (hereafter "COG"), wherein SBC OEM and COG (the "parties") agree:

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions for 1) activation processes of the County's ReadySBC Alerts system powered by Everbridge and 2) access to and use of emergency zone mapping solution powered by Genasys EVAC (hereafter "Genasys EVAC"); and

WHEREAS, the County ReadySBC Alerts system allows for rapid dissemination of public alerts during emergencies and includes the following delivery methods: email; text message; voice phone calls; TTY/TDD for the deaf and hard of hearing; Nixle text message and email; Integrated Public Alert and Warning System ("IPAWS") Wireless Emergency Alerts ("WEA") and Emergency Alert System ("EAS") notifications; and

WHEREAS, Genasys EVAC features 1) local, state, and federal sourced decision support data via a map-based platform to aid public safety agencies during emergencies, 2) preidentified emergency zones that support streamlined protective actions decisions, such as evacuations and sheltering in place, and 3) a public-facing emergency zones map accessed via an online browser and mobile app; and

WHEREAS, SBC OEM is the Santa Barbara County Operational Area (SBC OA) emergency alerting authority and is responsible for overseeing local emergency alerting policies and standard operating procedures (SOPs), maintaining alerting software and hardware, training a cadre of qualified alert originators, and along with Sheriff's Dispatch staff, disseminates alerts to inform the public of imminent or occurring hazards and necessary protective actions; and

WHEREAS, SBC OEM is the implementation and administrative agency of Genasys EVAC. SBC OEM is responsible for system and data management, contract management, development and maintenance of policies and SOPs, monitoring of appropriate use, and granting access to authorized public safety agencies and jurisdictions within the Santa Barbara SBC OA; and

WHEREAS, SBC OA cities, special districts, and other agencies charged with public health and safety responsibilities may request activation of the County ReadySBC Alerts system when a hazard or incident poses a threat to the community and protective actions are necessary to protect life and property; and **WHEREAS**, the term "internal user access" refers to agencies utilizing SBC OEM's instance of Genasys EVAC to facilitate internal and multi-jurisdictional, all-hazards protective action decision-making and convey those decisions to public safety partners, emergency alert originators, and the public; and

WHEREAS, COG recognizes Genasys EVAC is intended to enhance capabilities to quickly and effectively convey protective action decisions to co-responders and the public, and is not intended to replace or address gaps in planning efforts; and

WHEREAS, COG seeks to establish an agreement with SBC OEM in the event COG wishes to activate the County ReadySBC Alerts system, and to directly access and utilize Genasys EVAC; and

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

- 1. **RECITALS.** The above recitals are true and correct and are incorporated here by this reference.
- 2. <u>DESIGNATED REPRESENTATIVE.</u> Kelly Hubbard, Director of the Santa Barbara County Office of Emergency Management (phone number (805) 681-5524), is the representative of SBC OEM and will administer this Agreement for and on behalf of SBC OEM and the SBC OA. Robert Nisbet (phone number (805) 961-7501, City Manager is the authorized representative for COG. Changes in designated representatives shall be made with advance written notice to the other party and does not require amendments to this Agreement.
- 3. <u>NOTICES.</u> Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or email, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To SBC OEM:	Kelly Hubbard, Director Santa Barbara County Office of Emergency Management 4408 Cathedral Oaks Road Santa Barbara, CA 93110 Email: oem@countyofsb.org
To COG:	Robert Nisbet, City Manager City of Goleta 130 Cremona Drive Goleta, CA 93117

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

Email: cmo@cityofgoleta.org

 <u>TERM, REVIEW FREQUENCY, AND REVISIONS.</u> This Agreement is effective on the date of the last signature and shall remain in place until either party wishes to revise it or terminate it. Either party may terminate the Agreement in part or in whole for any reason with a 90-day written notification to the other party. The informing party must specify if the Agreement termination is specific to County ReadySBC Alerts activation, internal user access to the Genasys EVAC system, or both. Any significant revisions to this Agreement will be communicated and coordinated between the designated representatives and result in a newly signed Agreement or amendments.

- A. State/Federal Agencies, Special Districts, and Cities with municipal law and fire departments: If COG decides to terminate this Agreement, a written notification must be received by SBC OEM at least 90 days in advance of the intent to terminate. Termination of this Agreement may include 1) the intent to no longer request activation of the County ReadySBC Alerts system and/or 2) no longer utilizing Genasys EVAC for protective action decision-making and public mapping purposes.
 - i. COG will be responsible for any potential costs with transferring COG's data to them, if requested by COG.
 - ii. At the time of written notification for termination, COG must also indicate if they will continue utilizing the pre-identified emergency zones and move this data into another map-based platform or will rescind their agency's pre-identified emergency zones.
 - iii. If termination includes no longer using the Genasys EVAC system, COG agrees to allow their zone (if zones will remain the same in another platform) and jurisdictional data to remain within Genasys EVAC system. This information will be utilized by the County and partner agencies to support COG alert requests, mutual aid concepts, and situational awareness only. County agrees to remove zones and data from Genasys public-facing maps.
 - iv. COG must also issue a public statement notifying residents and stakeholders of the intent to terminate use of the County ReadySBC Alerts system and/or Genasys EVAC platform as soon as possible and within 30 days of the Agreement termination date. Notifications shall include where to find emergency zone information, how to receive local alerts from that agency, and other considerations for that agency during an emergency.
 - v. These Agreement clauses do not apply in the event the County terminates its contract with Genasys and transitions all emergency zones and data to another platform.
- B. Cities with contracted County Fire and Sheriff's Office services: If COG decides to terminate this Agreement, a written notification must be received by SBC OEM at least 90 days in advance of the intent to terminate. Termination of this Agreement may include 1) the intent to no longer request activation of the County ReadySBC Alerts system and/or 2) no longer utilizing Genasys EVAC for protective action decision-making and public mapping purposes.
 - i. COG will be responsible for any potential costs associated with transferring the agency's data to them, if requested by COG.
 - ii. At the time of written notification for termination, COG must also indicate if they will continue utilizing the pre-identified emergency zones and move this data into another map-based platform or will rescind their jurisdiction's

pre-identified emergency zones.

- iii. If termination includes no longer using the Genasys EVAC system, COG agrees to allow their zone (if zones will remain the same in another platform) and jurisdictional data to remain within Genasys EVAC system. This information will be utilized by the County and partner agencies to support COG alert requests, mutual aid concepts, and situational awareness only. County agrees to remove zones and data from Genasys public-facing maps.
- iv. If the decision to terminate this Agreement includes rescinding preidentified emergency zones for a City with County contracted public safety services, COG agrees to consult and reach a consensus with County Fire and/or Sheriff's Office leadership on this decision and any alternatives. County Fire and Sheriff's Office may have contractual stipulations with the city on adequate pre-planning, protocols, and response tools in order to fulfill public safety duties, including those related to emergency and disaster response efforts.
- v. COG must also issue a public statement notifying residents and stakeholders of the intent to terminate use of the County ReadySBC Alerts system and/or Genasys EVAC platform as soon as possible and within 30 days of the Agreement termination date. Notifications shall include where to find emergency zone information, how to receive local alerts from that agency, and considerations for that agency during an emergency.
- vi. These Agreement clauses do not apply in the event the County terminates its contract with Genasys and transitions all emergency zones and data to another platform.

C. If the County terminates the use of Genasys EVAC or Genasys EVAC agreement expires and is not renewed:

- i. SBC OEM will coordinate with County Fire and Sheriff's Office to make formal recommendations for contract termination or planning upon expiration and non-renewal of the Genasys EVAC agreement. These County departments may consult with COG and other impacted agencies prior to making any formal recommendations, but the County retains all rights to make final contract termination decisions.
- ii. In the event of a contract termination or non-renewal decision, COG will be informed in writing and provided initial transition timelines. All attempts will be made to provide as much transition time as possible. SBC OEM will facilitate meetings with COG and other impacted partners to discuss data and records transfer, coordinated public and stakeholder notification, and any modifications to alerting and mapping software or workflows.
- iii. The County may offer to coordinate and provide access to an alternative countywide map-based emergency zone mapping and/or public information software solution and establish a new MOA with COG. However, the County is not required to provide an alternative software solution. If the County does not offer an alternative software solution, COG understands it is responsible for pursuing their own data, mapping, and public information solutions at their discretion.

5. <u>AGENCY/JURISDICTION RESPONSIBILITIES ATTESTATION.</u> Attachment A of this Agreement requires the signatory for COG to attest to and comply with Agency/Jurisdiction core responsibilities that are critical to countywide unity, standardization, and successful coordination on alerting concepts and the Genasys EVAC system.

6. COUNTY OF SANTA BARBARA PUBLIC ALERT AND WARNING POLICY.

COG agrees to abide by the County of Santa Barbara Public Alert and Warning Policy when requesting alerts be sent on their behalf through the ReadySBC Alerts system, as well as access and authorized use guidelines for Genasys EVAC. SBC OEM coordinates updates to this policy on an annual basis or as needed and will distribute updated versions to stakeholders. The policy includes but is not limited to:

- A. Accessing decision-support data, GIS layers, and hazard simulation features within the Genasys EVAC internal user platform;
- B. Coordinating protective action decision consensus with co-responding agencies and jurisdictions, including any contract Cities;
- C. Confirming verbal and/or written approval from decision-makers (i.e., field Incident Commander, Risk Decision Teams);
- D. Submitting a request for activation of the ReadySBC Alerts system (including any Wireless Emergency Alerts), and general processes for activation of the publicfacing emergency zones map based on County, City, special district, and key partner agency protocols;
- E. COG will be responsible for publishing any incident specific sheltering locations, traffic control points, road closures, or other emergency information as appropriate on the Genasys EVAC public-facing emergency zones map.
- F. COG will be responsible for initiating and analyzing any hazard simulation features and data in Genasys EVAC in accordance with their emergency response protocols.

Additionally, COG recognizes that Genasys EVAC is not an emergency alerting tool. Genasys' public-facing emergency zone map is intended to visually support emergency alerts. Therefore, the utilization of Genasys EVAC requires all cooperating agencies to still take separate action to address emergency alerting and public notification, including working closely with County Sheriff Dispatch and SBC OEM to coordinate primary emergency alerting processes when needed.

7. <u>AB 1638 REQUIREMENTS AND PRE-SCRIPTED BILINGUAL ALERT AND</u> <u>WARNING MESSAGES.</u> COG recognizes and is familiar with California Assembly Bill (AB) 1638 requirements for providing timely, accurate, and accessible emergency information to all residents in English and any other locally prevalent non-English languages. Per the American Community Survey 5-Year Data (2019-2023), all jurisdictions within Santa Barbara County meet the 5% population threshold for Spanish speakers that speak English "less than very well". Therefore, agencies/jurisdiction are required to provide emergency information in at minimum English and Spanish to comply with AB 1638. Agencies are required to review language requirements every 5 years. To this end, COG agrees to utilize SBC OEM provided pre-scripted bilingual English/Spanish alert and warning messages when activation of the ReadySBC Alerts system is requested. The pre-scripted messages may also be utilized for other incident communications such as social media, websites, etc. Additionally, Agencies will utilize identical bi or multilingual messages within Genasys EVAC. COG recognizes these scripts have been vetted for compliance with federal Code of Regulation requirements, California State Alert and Warning guidance, and best practices. Ultimately, compliance with AB 1638 is the responsibility of COG.

- A. In the event COG identifies other non-English speaking communities that make up 5% or more of their jurisdiction or service territory population (e.g., Mixteco speakers), COG is responsible for coordinating and providing translated emergency alerting language and messaging to SBC OEM or Sheriff's Dispatch personnel for alerting and emergency mapping purposes.
- B. In the event COG has an incident that falls outside of the SBC OEM pre-scripted alert and warning messages, that agency is responsible for coordinating and providing multilingual (English and Spanish required, as well as other languages as identified in 8.A.) alerting language and messaging to SBC OEM or Sheriff's Dispatch personnel for alerting and emergency mapping purposes.
- C. COG recognizes that any time it can pre-identify additional languages and/or additional incidents outside of SBC OEM's pre-scripted alert and warning messages in which they can provide 8.A. and/or 8.B. in advance can significantly increase the speed of which alerts can be sent to the public.

8. UNIFIED PUBLIC EDUCATION

- A. COG recognizes the importance of collaborative public education and information efforts to reach all segments of the community with a unified message. COG agrees to promote ReadySBC Alerts and Genasys EVAC as Santa Barbara County's primary alert and warning system and emergency zone mapping solution, respectively.
- B. COG agrees to coordinate with SBC OEM on utilization of approved key messages, public education assets, website content and materials that are consistent with ReadySBC branding guidelines.
- C. SBC OEM agrees to host the Genasys EVAC public-facing emergency zones map 24/7/365 on the County's www.ReadySBC.org website. Additionally, Agencies can embed or post a link to the emergency zones map on their own website. During an incident, Agencies can:
 - i. Direct residents to access the map by navigating to www.ReadySBC.org. However, COG is responsible for contacting the SBC OEM Duty Officer to request posting of active incident specific information on www.ReadySBC.org in accordance with the County Public Alert and Warning policy; or
 - ii. Embed or post a link to the emergency zones map on their own website

and direct residents to access the map and incident specific information only on their site.

9. ASSOCIATED COSTS.

- A. The Everbridge software powering the ReadySBC Alerts system is currently funded by the County's General Fund. There is no associated cost to COG with requesting emergency alert notifications from the County.
 - i. Should funding be cancelled, or not approved for future years, the County may request a cost share with participating agencies or may choose to cancel the program.
- B. The Genasys EVAC software-as-a-service is currently funded for 4 years (FY 24/25 through FY 27/28) through the Homeland Security Grant Program (HSGP).
 - i. Should Homeland Security Grant funding be cancelled, or not approved for future years, the County may request a cost share with participating agencies or may choose to cancel the program.
- C. Any costs associated with each party's role in executing, implementing, and maintaining the requirements and responsibilities stated within this Agreement are the responsibility of each respective party. Should there be associated costs related to third-party software enhancements, data coordination, etc., the parties agree to discuss potential mutual benefits and the possibility of a cost-share agreement.
- D. Should funding considerations change, SBC OEM will work with participating agencies to amend this agreement, and terms as discussed and agreed to at that time.
- 10. **INDEMNIFICATION AND INSURANCE.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

11. NON-ASSIGNMENT. The parties shall not assign, transfer or subcontract this

Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

- 12. <u>SECTION HEADINGS.</u> The headings of several sections and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- **13.** <u>SEVERABILITY.</u> If any one or more of the provisions contained herein shall for any reason be found to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14. <u>ENTIRE AGREEMENT AND AMENDMENT.</u> In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
- **15.** <u>SUCCESSORS AND ASSIGNS.</u> All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors, and assigns.
- 16. <u>COMPLIANCE WITH LAW.</u> Each party shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.
- 17. <u>CALIFORNIA LAW AND JURISDICTION.</u> This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or the federal district court nearest to Santa Barbara County, if in federal court.
- 18. <u>EXECUTION OF COUNTERPARTS.</u> This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
- 19. <u>AUTHORITY.</u> All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

20. <u>SURVIVAL.</u> All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

Memorandum of Agreement between the Santa Barbara County Office of Emergency Management and the City of Goleta.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the last date of signature below.

SANTA BARBARA COUNTY OFFICE OF EMERGENCY MANAGEMENT:		CITY OF GOLETA :		
By:	Kelly Hubbard SBC OEM Director	By:	Robert Nisbet CITY MANAGER	
Date:		Date:		
APPROVED AS TO FORM: Gregory Milligan Risk Management				
By:	Risk Manager			
Date:				
APPROVED Rachel Van County Cour				
By:	Deputy County Counsel			
Date:				

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Attachment A

City of Goleta Responsibilities Attestation

General Requirements

1. Use of California Standard Statewide Evacuation Terminology

COG is responsible for utilizing California Governor's Office of Emergency Services (CalOES) standardized emergency terminology and definitions (per CalOES Memo dated 5/15/2020) for evacuation and other protective action communications, ensuring consistency and clarity in emergency messaging across agencies and jurisdictions.

Initials: _____

2. Assigned Point of Contact (POC)

COG is responsible for assigning a designated Point of Contact that will coordinate with the SBC OEM Alerting Administrator on user access, data management, training and exercise activities, and more. The POC will be COG's primary contact for alerting and emergency zone mapping concepts and responsible for actively coordinating and communicating with the SBC OEM Alerting Administrator on a continuous basis. If the POC changes, COG will notify the SBC OEM Alerting Administrator within 3 days.

Initials: _____

3. Participation in County User Group

For purposes of ongoing administration, coordination, and continuous improvement, an Alerting and Emergency Zone Mapping User Group will be maintained and led by the SBC OEM Alerting Administrator. The Assigned POC will participate in the User Group as a standing member with authority to represent COG on needs and issues related to alerting and emergency zone mapping systems. The User Group shall meet on a quarterly basis or more often as needed to coordinate ongoing administration, after-action activities, training, public outreach, any modifications to this Agreement, processes, guidelines and job aids.

Initials: _____

Data and Technological Management and Security

4. Local Data Management

COG is responsible for maintaining and updating decision-support data specific to their jurisdictional emergency zones within the Genasys EVAC system. COG will review their data and make any necessary changes at minimum every 2 years, to reflect the development of new infrastructure and homes, and following major emergencies as needed. SBC OEM will provide support and coordination for maintaining and updating data that is applicable countywide. Types of data including but not limited to:

- Pre-identified evacuation critical facilities
- Critical infrastructure (e.g., shelters, hospitals)
- Traffic control points
- Zone-specific information, such as "Commonly Known As" information, zone boundary descriptions, and "Special Considerations"
- New residential or commercial development considerations

Initials: _____

5. Technological Management

Technological evaluation of the Genasys EVAC solution by County IT was conducted during the Request for Proposal (RFP) process to determine compatibility with the County's existing computing environment. The County has taken an assertive technological posture to mitigate cybersecurity and privacy risks. However, COG is responsible for conducting due diligence to determine if the Genasys EVAC solution is compatible with their existing technological environment. COG is responsible for conducting the determine of the genasys EVAC solution is compatible with their existing technological environment. COG is responsible for coordinating with its IT personnel to gather user account information, identify permission and role controls, and support County required security measures (i.e. password controls).

Initials: _____

6. Data Integrity and Security

COG recognizes that the County of Santa Barbara's instance of the Genasys EVAC system is populated with hyper-local data that includes the locations of critical facilities and vulnerable populations. This includes sensitive locations that are not publicly disclosed for safety and security purposes, such as shelters for domestic violence and human trafficking survivors. No personally identifiable information (PII) will be stored within Genasys EVAC. COG is responsible for taking reasonable measures to protect the security of the Genasys EVAC system and any data accessed or inputted into the system. This includes preventing unauthorized access, data loss, or alteration.

Initials: _____

7. Procurement and Maintenance of Hardware and Devices

COG is responsible for maintaining the necessary hardware and devices required by COG to utilize the Genasys EVAC system, including computers, mobile devices, and any associated equipment needed for operational use.

Initials: _____

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8. Security Breach Reporting

COG is required to report to the County POC any suspected or known security breaches to hardware with user accounts or to user accounts as soon as possible, and no later than 24 hours. COG agrees to cooperate with the County on any follow-up steps to ensure security is maintained.

Initials: _____

Management & Users of System

9. Genasys EVAC Internal User Role Permissions

COG will be granted access to use the following internal user role permission options in the Genasys EVAC system. COG's Assigned POC is responsible for assigning role permissions to their internal users based on internal policies and protocols for the coordination and execution of emergency protective actions within their jurisdiction.

- Viewer:
 - View all zones and zone-specific data.
 - View critical evacuation facilities; sheltering, traffic control, road closure locations; and wildfire-related monitoring tools (e.g., Red Flag Warning area, heat detection data).
 - View and download PDF zone pre-plans.
 - View available custom layers integrated by Santa Barbara County users.
 - NOTE: Viewers cannot modify any zone data, split/merge zones, or make any information visible in the public-facing emergency zone map.
- Editor: All Viewer permissions plus:
 - Use the Internal Status Notification feature to internally change the status of a zone. This feature sends an internal email notification to agency leads and designated alerters with the requested zone changes.
 - Split and merge any pre-existing zones.
 - Modify zone-based data, critical evacuation facilities data, shelter, traffic control, and road closure data.
 - Make sheltering, traffic control point, and road closure locations visible in the public-facing emergency zone map.
 - Add custom layers and make them visible to all Santa Barbara County users.
 - NOTE: Editors will be able to split/merge zones and modify data in the system for all of Santa Barbara County. There is not currently a way to restrict access by jurisdiction, but Editors are only authorized to make changes within their jurisdiction.
- Editor+Alerter: All Viewer and Editor permissions plus:
 - Can make zone status changes directly visible in the public-facing emergency zones map.
 - Making zone status changes visible in the public-facing emergency zones map DOES NOT result in automatic dissemination of public emergency alerts.

 NOTE: Editors+Alerters will be able to change public-facing zone status in the system for all of Santa Barbara County. There is not currently a way to restrict access by jurisdiction, but Editors+Alerters are only authorized to make changes within their jurisdiction.

Initials: _____

10. Data Changes Made by Agency Internal Users

COG acknowledges that internal users will be able to view data inputted by all other Santa Barbara County agencies and jurisdictions utilizing Genasys EVAC. Based on their role permissions, Editors and Editor+Alerters will have the ability to make data changes, submit Internal Status Notifications, or make zone status changes live on the public-facing emergency zones <u>map for all Santa Barbara County zones</u>. COG will ensure that their internal users:

- Do not make changes to areas outside their own jurisdiction's data and zones unless specifically requested by the outside jurisdiction, such as during an incident when in Unified Command.
- Do not make changes to COG's data and zones outside of emergencies (aka "blue skies") unless expressly authorized to do so by COG's leadership and/or COG's Genasys EVAC POC.
- If they make any temporary changes to COG's data and zones in the course of an emergency, internal users are responsible for restoring the data and zones to original settings.

Initials: _____

11. Management of Internal Users

COG is responsible for managing its own internal users within the Genasys EVAC system, including:

- Maintaining a roster of current internal users and their role permissions.
- Coordinating with the SBC OEM Alerting Administrator to add and remove internal users and update role permissions for internal users.
 - This includes timely notification to terminate internal user access as needed. Timely notification means advance notification of the internal user's separation date from the agency whenever possible, but no later than 24 hours after a user's separation.
 - If there are any concerns about potential unauthorized or inappropriate access and use by a current internal user, COG will contact the SBC OEM Duty Officer immediately to request the user's account be disabled.
- Assigning appropriate roles based on internal user responsibilities and functions.
- Providing any technological devices or internet service capabilities to internal users in order to access the Genasys EVAC when performing duties in the field or assigned work locations.
- Ensuring its internal users sign a County-provided User Agreement and complete the required training prior to access to the system.

• Ensuring its internal users are authorized to use Genasys EVAC on behalf of COG in accordance with assigned duties.

Initials: _____

12. Agency Policy and Job Aids

COG will create agency-specific internal policies, job aids, SOPs, or supporting documents on alerting coordination and Genasys EVAC utilization addresses the following minimum element:

- Agency personnel positions that will have access to the Genasys EVAC and at what role permission
- Agency personnel positions that are authorized to request activation of the ReadySBC Alerts system (*or their own alert system*)
- Protocols for protective action decision-making
- Who is the authority to approve protective actions
- English and non-English languages information will be disseminated in accordance with AB 1638 requirements and/or established agency language accessibility policies and plans.

Agency-specific documents will be consistent with the County Alert and Warning Policy, SBC OEM will provide job aid templates and other support resources as developed. SBC OEM provided job aids address step-by-step instructions for requesting activation of the ReadySBC Alerts system and utilizing Genasys EVAC. COG is responsible for distributing printed and digital copies of the most current job aids to agency personnel. SBC OEM will provide final digital copies via a shared web-based file system that can be accessed by the POC and designated COG representatives only. COG will coordinate with the SBC OEM Alerting Administrator on any updates to job aids periodically and as needed.

Initials:

13. Training Requirements

COG is responsible for managing and tracking internal user completion of required training, including but not limited to:

- System navigation,
- Data entry and preservation protocols,
- Security and safety considerations for the system,
- User roles and responsibilities, as well as capabilities,
- Activation and management of emergency alerts and emergency zone map changes.

Initial hands-on training and super user training will be provided by Genasys and SBC OEM as part of implementation. Following implementation, COG is responsible for providing hands-on training to new users, refreshers to existing users, and ensuring their internal users understand their role and responsibilities within the Genasys EVAC system and requesting processes for ReadySBC Alerts. These training courses will be in alignment with SBC OEM provided training materials and

policies. SBC OEM may elect to provide additional hands-on training on a periodic basis to COG and other county agencies and jurisdictions.

Initials:

14. Genasys Internal User Agreements

COG is responsible for collecting and managing signed **Genasys Internal User Agreement** from all internal users. This document is an acknowledgement of their responsibilities regarding the use of the system and compliance with all applicable policies. The County will provide an online file repository for COG to store and organize completed Genasys Internal User Agreements. Any internal users who violate this agreement will immediately have their access disabled by the SBC OEM.

Initials: _____

AGENCY USING COUNTY ALERTING SUPPORT

15. Requesting ReadySBC Alerts and Publishing Zone Status Changes, Shelter Locations, and Traffic Control Points on Public-Facing Genasys Emergency Zones Map

COG retains all responsibility to determine protective actions and to inform their residents appropriately within agreed upon protocols and policies, including how Genasys is utilized for this purpose and coordination of emergency alerts with the County.

COG is responsible for publishing any incident specific sheltering locations, traffic control points, and road closures directly on the public-facing emergency zones map.

COG is responsible for initiating and analyzing any hazard simulation features and data in Genasys EVAC in accordance with their emergency response protocols.

Initials: _____

By signing below, the signatory for COG acknowledges and agrees to the responsibilities set forth in the Attachment A Attestation:

Full Name: _____

Signature: _____

Date: _____

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