



Contract Number

SAP Number

### Purchasing Department

Department Contract Representative Telephone Number Michael Reyna (909) 387- 2233

Contractor WorkWave LLC
Contractor Representative Bethany Ganz
Telephone Number (484) 942-6941
Contract Term August 20, 2024 – August 19, 2025
Original Contract Amount Non-financial
Amendment Amount N/A
Total Contract Amount Non-financial
Cost Center

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

This Amendment No. 1 (Amendment) dated August 20, 2024, is made by and between WorkWave, LLC (WorkWave), and San Bernardino County (County) and modifies the terms to WorkWave online Master Service Agreement executed between the parties as of August 20, 2024 (Contract).

- 1. Delete the following from Section 7.3.1: (a) charge interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and
2. Delete Section 8.1.1, in its entirety, and replace with the following: 8.1.1 This Agreement commences on August 20, 2024, for a period of twelve (12) months, with the option to renew for four (4) additional twelve-month periods, upon mutual written agreement of the parties, which may be in the form of an executed Order Form.
3. Delete Section 9.1, Definition of Confidential Information, in its entirety, and replace with the following: 9.1 Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (Disclosing Party) to the other party (Receiving Party), that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code

54950, and California Public Records Act (Government Code Section 7920.005). Our Confidential Information includes the Services, Work Product and WorkWave IP; and Confidential Information of each party may include business and marketing plans, technology and technical information, product plans and designs, trade secrets and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party verifiably without the use of the Disclosing Party's Confidential Information.

4. Delete Section 9.2, Use of Confidential Information, in its entirety, and replace with the following:

**9.2. Use of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, we may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or third party to the extent necessary to perform our obligations to you under this Agreement, under terms of confidentiality materially as protective as set forth herein.

5. Delete Section 9.3, Use of Confidential Information, in its entirety, and replace with the following:

**9.3 Compelled Disclosure.** If the Receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the Disclosing Party, the Receiving Party will, to the extent legally permissible, promptly notify the Disclosing Party and if requested by the Disclosing Party, tender to the Disclosing Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the Receiving Party will then be entitled to comply with the request to the extent permitted by law.

6. Delete Section 10.4.1 in its entirety.

7. Delete Section 10.4.2, in its entirety, and replace with the following:

10.4.2. We shall indemnify, defend and hold you harmless from any claim, suit or proceeding brought against you to the extent it is based on a third-party claim that the Services supplied by us infringe a trademark, trade secret, copyright, or a United States patent, provided that we will have no indemnity obligation or other liability hereunder to the extent arising from: (a) your negligence, use of the Services in breach of this Agreement such that the breach is the cause of the infringement, or alteration of the Services as provided by us; (b) Your Content or information, data, or material not furnished by us; or (c) any third-party products, content or services. If such a claim is or is likely to be made, we may, at our own expense and sole discretion, exercise one or the following remedies: (i) obtain for you the right to continue to use the Services consistent with this Agreement; (ii) modify the Services so they are non-infringing and in compliance with this Agreement; or (iii) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states our entire obligation, and your exclusive remedy, with respect to any claim, suit or proceeding related to infringement of proprietary rights.

8. Delete Section 10.4.3, in its entirety, and replace with the following:

You will use reasonable efforts to notify us promptly of such lawsuit or claim. However, your failure to provide or delay in providing such notice will relieve us of our obligations only if and to the extent that such delay or failure materially prejudices our ability to defend such lawsuit or claim. You will give us sole control of the defense (with counsel reasonably acceptable to you) and settlement of such claim; provided that we may not settle the claim or suit absent your written consent unless such settlement (a) includes a release of all claims pending against you, (b) contains no admission of liability or wrongdoing by you, and (c) imposes no obligations upon you other than an obligation to stop using the Services that are the subject of the claim. In the event that we fail to or elect not to defend you against any claim for which you are entitled to indemnity by us, then we shall reimburse you for all reasonable attorneys' fees and expenses within thirty (30) days from date of your invoice or debit memo. After thirty (30) days, you will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by you to us. This shall not apply to any judgment or settlement amount, which amounts you shall be entitled to notify, invoice or debit our account at any time; and you, at your sole discretion, may settle the claim or suit.

9. Delete Section 10.5, Limitation of Liability, in its entirety, and replace with the following:

**10.5. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, COSTS RELATED TO DELAYS, INTERRUPTIONS, NON-DELIVERY, OR DEFECTS IN THE TRANSMISSION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES, COST OF COVER, OR ANY USE OR INABILITY TO USE THE HARDWARE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY ARISING OUT OF THE USE, OPERATION, OR ACCESS TO THE SOFTWARE PRODUCTS EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PRIOR OCCURRENCE OF SUCH DAMAGES OR IF SUCH DAMAGES WERE OTHERWISE REASONABLY FORESEEABLE. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY FOR DIRECT, ACTUAL AND PROVABLE DAMAGES RELATING TO OR ARISING OUT OF YOUR USE OF ANY SERVICE (REGARDLESS OF THE FORM OF ACTION) SHALL NOT EXCEED ONE MILLION DOLLARS \$1,000,000. THIS SECTION 10.5 SHALL NOT APPLY TO YOUR BREACH OF SECTION 2.5 (YOUR RESPONSIBILITIES), OUR OBLIGATIONS UNDER SECTION 10.4 (INDEMNIFICATION) OR CLAIMS ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE, WILLFU MISCONDUCT, OR VIOLATION OF LAW.

10. Insert new Section 10.6, Insurance as follows:

**10.6. Insurance.** Without in anyway affecting the indemnity herein provided and in addition thereto, we shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment A, as attached hereto and incorporated herein.

11. Delete Section 11.2, Anti-Corruption, in its entirety, and replace with a new Section 11.2, Campaign Contribution Disclosure, as follows:

**11.2 Campaign Contribution Disclosure.** We have disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether we have made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within 12 months before the date this Agreement is executed by the County Board of Supervisors. We acknowledge that under Government Code section 84308, We are prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's approval of this Agreement. Campaign contributions include those made by any agent/person/entity on our behalf or by a parent, subsidiary or otherwise related business entity of WorkWave.

- 12. Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.

**13. Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Addendum, as applicable.

**14. Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

▶  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title \_\_\_\_\_  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ Bonnie Uphold, Supervising Deputy County Counsel	▶ _____	▶ _____
Date _____	Date _____	Date _____

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**

WorkWave LLC (WorkWave) agrees to provide insurance set forth in accordance with the requirements herein. If WorkWave uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, WorkWave agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, WorkWave shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
  - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of WorkWave and all risks to such persons under this contract. If WorkWave has no employees, it may certify or warrant to you that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by your Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
  - b. Commercial/General Liability Insurance – WorkWave shall carry General Liability Insurance covering all operations performed by or on behalf of WorkWave providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
    - i. Premises operations and mobile equipment.
    - ii. Products and completed operations.
    - iii. Broad form property damage (including completed operations).
    - iv. Explosion, collapse and underground hazards.
    - v. Personal injury.
    - vi. Contractual liability.
    - vii. \$2,000,000 general aggregate limit.
  - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If WorkWave is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If WorkWave owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
  - e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits  

**or**

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.
- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft,

damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the your involved entities and cover breach response cost as well as regulatory fines and penalties.

2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming you and your officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for you to vicarious liability but shall allow coverage for you to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** WorkWave shall require the carriers of required coverages to waive all rights of subrogation against you, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit WorkWave and WorkWave's employees or agents from waiving the right of subrogation prior to a loss or claim. WorkWave hereby waives all rights of subrogation against you.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by you.
5. **Severability of Interests.** WorkWave agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between WorkWave and you or between you and any other insured or additional insured under the policy.
6. **Proof of Coverage.** WorkWave shall furnish Certificates of Insurance to your Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and WorkWave shall maintain such insurance from the time WorkWave commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, WorkWave shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, you have the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by you will be promptly reimbursed by WorkWave or your payments to WorkWave will be reduced to pay for your purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to your periodic review. Your Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect your interests. In addition, if your Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against you, inflation, or any other item reasonably related to your risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. WorkWave agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on your part to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any of your rights.



**ATTACHMENT B**  
**Campaign Contribution Disclosure (Senate**  
**Bill 1439)**

**DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor:
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?
Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5. No <input checked="" type="checkbox"/>
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A

Standard Contract

4. If the entity identified in Question No. 1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): *N/A*

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above): *N/A*

Company Name	Relationship

6. Name of agent(s) of Contractor: *N/A*

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district: *N/A*

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision: *N/A*

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If no, please skip Question No. 10.      Yes  If yes, please continue to complete this form.



10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_ Name of

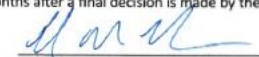
Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.



Signature

Henry Hansen

Print Name

8/5/2024

Date

Print Entity Name, if applicable