### PROFESSIONAL SERVICES AGREEMENT FOR AMERICAN SIGN LANGUAGE EMERGENCY ALERT SYSTEM PROGRAM

This Agreement is entered into by and between \_\_\_\_\_ the City of Killeen \_\_\_\_\_ (Client) and Deaf Link Inc., (Provider), a Delaware Corporation domiciled in Texas, collectively referred to herein as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

#### I. **DEFINITIONS**

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 "Client" is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 "Provider" is defined in the preamble of this Agreement and includes its successors.

#### II. TERM

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on June 1, 2024, and terminate on September 30, 2026

#### III. SCOPE OF SERVICES

<u>DESCRIPTION OF SERVICES</u>. Provider will enable Client to send Emergency Alerts to constituents in its community in American Sign Language, English Voice, English Text, utilizing Provider's Accessible Hazard Alert System (AHAS). Specifics regarding the AHAS service are provided in the Proposal, which is included as Attachment A to this Agreement and incorporated into this Agreement. Spanish alerts are not included in the Scope of Services.

#### IV. LICENSES AND COMPLIANCE

- 4.1 <u>LICENSES/CERTIFICATIONS</u>. Provider warrants and certifies that Provider and any other person designated to provide services under this Agreement has the requisite training, license, and certification to provide said services and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.
- 4.2 Provider shall ensure that each Sign Language interpreter utilized in the production of the ASL videos is certified in American Sign Language, qualified and possesses advanced or a higher skill level, as determined by the Texas Board for Evaluation of Interpreters (BEI) and/or Registry of Interpreters for the Deaf (RID) certification processes.
- 4.3 <u>COMPLIANCE</u>. Provider shall perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules, and regulations.

#### V. COMPENSATION TO PROVIDER

- 5.1 In consideration of Provider's performance in a satisfactory and efficient manner of all services and activities set forth in this Agreement, Client agrees to pay Provider as outlined in Attachment B.
- 5.2 <u>INVOICES.</u> Provider shall invoice Client, in a form acceptable to Client. Invoices shall be submitted to <u>AcctsPayable@killeentexas.gov</u>. Client shall pay Provider within 30 days of receipt of approved invoices.

#### VI. NON-APPROPRIATION

- 6.1 The Parties acknowledge and agree that the Fee Schedule set forth in this Agreement is based upon Client's current appropriated revenues.
- 6.2 It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client's fiscal year if the governing body of the Client does not appropriate funds sufficient to compensate for the services, by providing immediate written notice to Provider of the non-appropriation.

#### VII. TERMINATION

- 7.1 For the purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions under this Agreement.
- 7.2 Contracting Agency may terminate this Agreement for non-appropriation of sufficient funds as set forth in Paragraph 6.
- 7.3 If either Party materially breaches any covenant under this Agreement, the other Party may notify the breaching Party in writing and, if the breach is not cured within 30 days, the non-breaching Party may terminate this Agreement.
- 7.4 Upon the effective date of expiration or termination of this Agreement, Provider shall cease all operations of work being performed by Provider or any of its subcontractors pursuant to this Agreement.

#### VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for Client, to:

If intended for Provider, to:

City of Killeen Deaf Link Inc.,

Attn: Emergency Management Attn: Dan Heller, President 101 N College Street 14400 Northbrook Dr, Suite 200

Killeen, Texas 76541 San Antonio, Texas 78232

Mailing Address:Mailing Address:PO Box 1329PO Box 701826

Killeen, TX 76540 San Antonio, TX 78270

#### IX. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless, to the extent allowed by Texas law, each other for and from any loss or liability arising out of the party's breach of this contract.

#### X. INSURANCE

10.1 Prior to the commencement of any work under the Agreement, Provider shall furnish copies of a completed Certificate(s) of Insurance to the Client with client listed as additional insured with full waiver of subrogation, except for any professional liability. Insurance shall be provided by companies with an AM Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

ТҮРЕ	AMOUNTS
Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
General Liability	(\$1,000,000.00) each occurrence Limit Bodily Injury; General Aggregate Two Million Dollars \$2,000,000.00;
Automobile Liability	Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00)
Worker's Compensation	As required by Texas Law.

- 10.2 Provider agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
  - Name the Client as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under this contract, with the exception of the workers' compensation and professional liability policies;
  - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Client;
  - Provide advance written notice directly to Client of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

#### XI. ASSIGNMENT AND SUBCONTRACTING

- 11.1 Provider shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Provider. Provider, its employees, or its subcontractors shall perform all necessary work. Client shall in no event be obligated to any third party, including any employee or subcontractor of Provider, for performance of services or payment of wages, fees, or taxes.
- 11.2 Except as otherwise stated herein, Provider may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Client.

#### XII. INDEPENDENT CONTRACTOR

- 12.1 Provider covenants and agrees that he or she is an independent contractor and not an officer, agent, servant, or employee of Client; that Provider shall have exclusive control and exclusive right to control the details of the work performed hereunder and all persons performing same. Nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between Client and Provider.
- 12.2 The Parties understand and agree that Client shall not be liable for any claim which may be asserted by any third party, including Provider's employees, occurring in connection with the services to be performed by the Provider under this Agreement and that Provider has no authority to bind Client.

#### **XIII. THIRD PARTIES**

Client understands that for alerts that are sent directly to the community from AHAS, Deaf Link relies on third-party providers for successful delivery and receipt of those messages. These providers include, but may not be limited to, You Tube (video hosting), registrant's Internet Service Providers (ISPs), registrant's mobile device provider (e.g. Verizon, AT&T, T-Mobile, etc.). Client agrees that Provider is not responsible for final receipt of any AHAS alert should one of these, or other, third party providers' service(s) not be available at the time an alert is transmitted.

#### XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected by amendment, in writing, executed by both Parties.

#### XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### XVI. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for herein, a waiver by either Party of a breach of any term, condition, covenant or guarantee of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

#### XVII. LAW APPLICABLE & LEGAL FEES

- 17.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
- 17.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bell County, Texas.

#### XVIII. LEGAL AUTHORITY

The signer of this Agreement for Provider represents, warrants, assures, and guarantees that he has full legal authority to execute this Agreement on behalf of Provider and to bind Provider to all of the terms, conditions, provisions and obligations herein contained.

#### XIX. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

#### XX. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

#### XXI. ENTIRE AGREEMENT

This Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto and duly executed by the parties, in accordance with Article XVII. Amendments.

**EXECUTED** and **AGREED** to as of the dates indicated below.

DEAF LINK, INC.	CLIENT		
Dan Heller Date: 2024.04.11 09:02:20 -07'00'			
Dan Heller	Kent Cagle		
President	City Manager		
Executed: May 14, 2024	Approved as to Form		
	City Attorney Office		
	Digitally signed by Peter C. Perez Date: 2024.04.11 12:03:21 -05'00'		
	Peter C. Perez		
	Director of Homeland Security and		

**Emergency Management** 

# ATTACHMENT A Proposal



# Accessible Hazard Alert System (AHAS<sup>TM</sup>) proposal for City of Killeen Updated - March 19th, 2024.

### AHAS<sup>TM</sup> Program Description

Deaf Link's Accessible Hazard Alert System (AHAS<sup>TM</sup>) provides Emergency Managers with the ability to send alerts in accessible formats by converting emergency notifications into American Sign Language (ASL) videos with English voice (Spanish language is available) and Text, including text formats readable by webconnected Braille readers.

AHAS<sup>TM</sup> is an opt-in subscriber-based system. AHAS<sup>TM</sup> provides services 24/7 to send accessible emergency information for persons who are Deaf, Hard of Hearing, Blind, Deaf-Blind and those with Literacy challenges. Deaf Link and the AHAS<sup>TM</sup> program support the Access and Functional Needs (AFN) community and persons with sensory disabilities by providing accessible information before, during and after emergency events or disasters.

This AHAS proposal includes both the basic ASL/English and Spanish translation programs. AHAS will provide the county with 24/7 capability to send unlimited accessible alerts and emergency information in response to Emergency Alert System (EAS) event codes for Warnings, Watches, and Emergencies, Civil Emergency Messages (CEM), Terrorism events, Amber Alerts, and National Weather Service (NWS) watches and warnings. AHAS is IPAWS compatible.

#### **Scope of Work and Program Costs**

- 1. The AHAS program will provide 24/7/365 capability to send unlimited accessible alerts and emergency information in response to Emergency Alert System (EAS) event codes for Warnings, Watches, and Emergencies, Civil Emergency Messages (CEM), Terrorism events, Amber Alerts, and National Weather Service (NWS) watches and warnings as directed by the Client. AHAS is IPAWS compatible.
- 2. The AHAS program will be created as a stand-alone, web-based, opt-in, accessible notification system. Alerts sent through the stand-alone AHAS system will be sent to all subscribers within the AHAS database. The standalone AHAS system does not provide geo-fencing capability however the AHAS system can be integrated with CodeRed to take advantage of those features. Future integration with OnSolve (CodeRed) to be determined at a later date.
- 3. The AHAS program is designed to respond to critical emergency information. AHAS does not respond to traffic information, community events and other non-threat to life and property events.
- 4. The AHAS website will be constructed to include Home, Active Alerts, Preparedness, FAQ, Contact and Subscriber Sign-up pages in American Sign Language video, English/Spanish voice and Text formatted for braille reader compatibility. The AHAS website can be designed to reflect colors and branding as requested.
- 5. Deaf Link will host the AHAS website and support services through a secure platform in line with up-to-date cybersecurity standards and regulations. The AHAS program includes annual maintenance, 24/7/365 client support, monthly reporting on alert activity and virtual staff training and meetings with emergency management staff.

# **AHAS WEBSITE MOCK-UP**



The AHAS website can be built to reflect "City of Killeen" branding.

All webpages for Accessible Killeen will include
American Sign Language
(ASL) video with English voicing and text formatted for Braille reader accessibility.

Note: The AHAS program also has the option to add Spanish text and audio translations as a second language. (additional costs apply)

AHAS WEBSITE EXAMPLE: Austin/Travis County <a href="http://atcdemo.ahasalerts.com/">http://atcdemo.ahasalerts.com/</a>

AHAS WEBSITE EXAMPLE: KERN County CA. <a href="https://kern.ahasalerts.com/">https://kern.ahasalerts.com/</a>

# **AHAS ALERT MOCK-UP**



A BOIL WATER NOTICE is issued for the following addresses: 108, 110, 112 S. 38th St.

Due to a water main break, Water crews will have to isolate the water main. Water crews will remain on site until all repairs are complete and water services are restored. Water quality samples will be taken the following morning with results being available 24 to 48 hours.

Residents in this area should boil all water prior to consumption until water sampling results confirm that no contamination occurred. Public notice will be issued through the City of Killeen website and the Boil Water Notice Hotline at (254) 501-6515 when the notice is lifted.



AHAS alerts can reflect the "City of Killeen" branding.

An alert link (URL) will be sent to subscribers through SMS and/or Email. Alerts for Killeen will include American Sign Language (ASL) video with English voicing and text formatted for Braille reader accessibility.

An optional Spanish AHAS alert program in audio and text is also available.

All AHAS alerts have the full text of the message below the video and formatted for Braille reader accessibility.

AHAS Emergency Alerts can include maps or other graphics as issued from the National Weather Service or Killeen Emergency Management.

**DEMO AHAS ALERT** <a href="http://atcdemo.ahasalerts.com/ActiveAlerts.aspx?id=90">http://atcdemo.ahasalerts.com/ActiveAlerts.aspx?id=90</a>

- 6. The AHAS system will deliver accessible alerts to internet connected computers, tablets, video capable phones, and web capable braille readers. (e.g., User will receive a text-based message and a URL link that, when clicked, will open the accessible video alert). Alerts links will be sent to subscribers through email and SMS. AHAS alerts can be posted to social media or sent to local TV stations in HD broadcast ready format.
- 7. Deaf Link recommends alert length be kept at 150 words or less to minimize turn-around times for delivery of free-form messaging. The average turn-around is 15 minutes or less depending on length of content. Time critical messages such as Tornado or other warnings can be pre-recorded for immediate delivery and followed with ad-hoc emergency information as needed.
- 8. Included in this AHAS program is the production of two (2) accessible preparedness videos pr contract year. Productions will include ASL video, English Voice, and English Text. Video length is a maximum of 3 minutes each (approx. 400 words) each. Deaf Link can create additional accessible content from client submitted scripts, previously produced preparedness videos or public service announcements. If client includes Spanish in the AHAS program, the preparedness videos will also be produced in Spanish voice and text.
- 9. Deaf Link makes every effort to mitigate internal operating issues quickly and has back-up staff and equipment available. However, because the AHAS program is also dependent on other internet-based platforms such as YouTube for video hosting of alerts, cloud services and cell phone carriers such as Verizon, ATT, T-Mobile, for the delivery of those messages, we cannot guarantee delivery of messages if those services face outages.
- 10. The Accessible Hazard Alert System (AHAS<sup>TM</sup>) is a <u>sole source</u> product from Deaf Link Inc.

The program installation process is estimated to take 60 days.

AHAS program installation process				
Task #	Summary of Tasks	Responsibility	Est Time-frame	
1	Initial program planning meeting	Deaf Link and client staff	2/3 hours	
2	Prepare updated scope of work	Deaf Link	1 week	
3	API integration meeting for connecting AHAS to clients ENS if required	Deaf Link and client staff	2/3 hours	
4	Accessible Preparedness Video planning meeting	Deaf Link and client staff	2/3 hours	
5	AHAS website and registration portal construction	Deaf Link	4/6 weeks	
6	AHAS program testing	Deaf Link and client staff	1 week	
7	Review of accessible preparedness videos	Deaf Link and client staff	1 day	
8	Revisions and/or reshoots of AHAS website videos	Deaf Link	1/2 weeks	
9	Review of AHAS website	Deaf Link and client staff	1 day	
10	Discussion of Deaf Link and clients AHAS marketing plan	Deaf Link and client staff	1 day	
11	Final review of AHAS website, registration portal and videos	Deaf Link and client staff	1 day	
12	AHAS training for clients staff	Deaf Link and client staff	1 day	
13	Set AHAS go live date and execute	Deaf Link and client staff	1 day	
		EST INSTALLATION TIME	60 days	

### AHASTM PROGRAM COSTS

## **ASL and English Voice and Text**

Prorated prorgam June thru September 2024

City of Killeen, TX	
Accessible Hazard Alert System (AHAS) Prorated cost June thru September 2024	Program Costs
AHAS ASL/English, audio and text, unlimited email/SMS alerts, website hosting & yearly maintenance	
AHAS Installation Costs	
Installation includes AHAS website construction with accessible webpages, and alert testing. Deaf Link will invoice client for the Installation Costs upon project approval. Deaf Link will begin the project upon receipt of the Installation funds. Average Installation time is 60 to 90 days.	
Total AHAS cost year 1 (prorated)	\$25,684

## Full Year AHAS program cost - ASL and English Voice and Text

City of Killeen, TX		
Accessible Hazard Alert System (AHAS) English only		
AHAS ASL/English, audio and text, unlimited email/SMS alerts, website hosting & yearly maintenance		
AHAS Installation Costs		
Installation includes AHAS website construction with accessible webpages, and alert testing. Deaf Link will invoice client for the Installation Costs upon project approval. Deaf Link will begin the project upon receipt of the Installation funds. Average Installation time is 60 to 90 days.		
Full Year, October 2024 thru September 2025 Total AHAS cost year 2	\$41,056	
Full Year, October 2025 thru September 2026 Total AHAS cost year 3	\$46,393	

Note: \$0 installation costs for Full Year program assuming client implements the partial year program first, which includes the installation costs.

## Estimate Cost to add Spanish Voice and Text – costs subject to change October 2024

Spanish AHAS, audio/text translation, unlimited email/SMS alerts, website hosting & yearly maintenance	
AHAS Installation Costs	
Installation includes ASL/English & Spanish, AHAS website construction with accessible webpages, and alert testing.	
Deaf Link will invoice client for the Installation Costs upon project approval. Deaf Link will begin the project upon	
receipt of the Installation funds. Average Installation time is 60 to 90 days.	

- Any requested changes to the base AHAS system requiring programming time may incur a charge based on the scope of work and platform changes requested.
- The above AHAS program quote is good for 60 days and will expire May 19<sup>th</sup>, 2024.

#### Other Deaf Link - Accessible Communications Services available

• Accessible Video Production (AVP) services is a proven solution for making Public Service Announcements (PSAs), Preparedness Videos and other content, accessible in ASL video with closed captions, and formats suitable for web or broadcast use. Deaf Link can provide English/Spanish voice over with English/Spanish text translation. Productions are reviewed by Deaf staff members to ensure the accuracy and accessibility of the completed video. Production costs are determined on a project-by-project basis.

**Note:** Should the city want to explore the possibility of providing an Accessible Community Portal (ACP) for non-threat to life and property events, Deaf Link can provide that capability under a separate Statement of Work.

- Deaf Link can provide <u>ShelterLink<sup>TM</sup></u> services which offers access to real-time video remote interpreting (VRI) services as well as phone based spoken languages. ShelterLink services support communication access under AFN guidelines. Deaf Link's VRI platform is a browser-based solution compatible with Windows, IOS, Desktops/Laptops, Tablets, and all video capable mobile devices. Client must provide all equipment to be used at the shelters as well as sufficient broadband access at the shelter locations. Costs are \$3.50 per minute with a 15-minute minimum. Services are offered 24/7 during activation.
- Press Conference Support: Deaf Link can support virtual Press Conferences via Zoom or other online platforms. Client is responsible for providing required technology on their end (internet, connecting device, large screen, microphone, speakers, etc.). Deaf Link will provide the connecting technology on its end. Deaf Link can create and provide the meeting link if needed, and enough notice is provided. Rates are \$100 per hour for any non-holiday session scheduled at least 24 hours in advance, \$150 per hour for any non-holiday session scheduled less than 24 hours in advance, and \$200 per hour for any session held on a federal holiday. All sessions are charged for time reserved, actual time, or 1 hour, whichever is longer. Sessions that extend beyond the scheduled time are charged in 15-minute increments to the closest 15 minutes. Any session that is scheduled and then cancelled less than 24 hours in advance is charged for the time reserved or 1 hour, whichever is longer.
- If requested, Deaf Link can support <u>(virtual) townhall meetings</u> with the local Deaf, HOH, Blind and Deaf-Blind communities to support introduction of the program and registration. Costs are quoted upon request. Services can include ASL interpreters and CART. All services must be scheduled in advance.

#### **About Deaf Link**

Deaf Link, Inc. is a woman-owned, HUB certified enterprise, headquartered in San Antonio, Texas providing accessible communication services to clients across the United States since 2003. Deaf Link interpreters are state and/or nationally certified advanced and liability insured.

For additional information please contact:

Dan Heller, President - Deaf Link 14400 Northbrook Dr. Suite 200, San Antonio, TX 78232 PH# 210-590-7446 danheller@deaflink.com

# ATTACHMENT B Pricing

Provider will invoice Client for the AHAS service outlined in this Agreement based upon the following schedule:

Item	Invoice Date	Amount	Period Covered	Payment Terms
Installation Costs	Upon Contract Execution	\$12,000	One-time charge	Installation process starts upon receipt of funds.
Initial Partial Year	July 1, 2024	\$13,684	July 1, 2024- September 30, 2024	30 days after receipt of invoice
First Renewal	October 1, 2024	\$41,056	October 1, 2024 – September 30, 2025	30 days after receipt of invoice
Second Renewal	October 1, 2025	\$46,393	October 1, 2025 – September 30, 2026	30 days after receipt of invoice