

REPORT TO CITY COUNCIL

DATE: SEPTEMBER 25, 2013

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: LOUIS CELAYA, DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF FIVE-YEAR AGREEMENT WITH BLACKBOARD CONNECT, INC., TO PROVIDE MASS NOTIFICATION SERVICES

On September 10, 2008, the City Council approved a five-year agreement with Blackboard Connect, Inc., for the provision of mass notification services for the City of Agoura Hills. The system was implemented to replace the older and antiquated system, American Emergency Network (AEN), for emergency notifications once used by the cities of Calabasas, Hidden Hills, Malibu, Westlake Village, the Las Virgenes Municipal Water District, and the Las Virgenes Unified School District. The current contract is scheduled to terminate on October 1, 2013.

The Connect-CTY service is an integrated communications suite, fully hosted SaaS (Software as a Service) application, requiring no maintenance or upgrades by the City. The service provides the City the ability to deliver a message to multiple communication devices, including cell phone, email, Personal Digital Assistant, pager, and landline telephones. The Connect-CTY service provides unlimited use for a fixed annual fee, 24/7/365 customer care support, and on-going refresher training sessions, as needed. The service can deliver notification of up to three (3) telephone numbers and two (2) email addresses per contact (residential household). The existing service Blackboard Connect has provided, over the five-year term, included system upgrades and improvements to include social media technology such as Facebook and Twitter that can also be used within the SaaS application. Residents can also sign up for the service and upgrade their existing contact information via the City's website at any time.

Staff has concluded discussions with representatives from Blackboard Connect to continue services for another five-year term in an effort to continue to realize a cost savings. Currently, the City pays \$15,384 annually for this service. Under the renewal, the City will pay \$15,176 per year, realizing a cost savings of \$1,040 over the five-year period.

The Connect-CTY service has been a valuable tool over the last five years, to notify residents of past important events such as the Amgen Tour of California, the Great Race of Agoura Hills, and other road-related projects that presented impacts to local residents. The City has been diligent in its use of the system to only utilize it for

emergency or other urgent notifications purposes to ensure maximum message output. The system will continue to be used in this fashion. The system is user friendly and can be accessed remotely by City Staff and our local Sheriff Department, if needed.

Finally, it should be noted that this system is intended to be an “additional tool” for the City and public safety agencies to utilize and “not to be substituted” with the standard first response notifications provided by public safety agencies during natural disasters and/or emergencies (i.e., neighborhood evacuation notifications by public safety patrol units, etc.).

The proposed agreement was prepared by the City Attorney and has been approved as to form.

RECOMMENDATION

Staff recommends the City Council approve the five year agreement with Blackboard Connect, Inc., for mass notification services, on an annual basis, for the time period starting October 1, 2013, and terminating September 30, 2018, with a not-to-exceed amount of \$15,176.

Attachment: Agreement for Contractor Services – Blackboard Connect, Inc.

AGREEMENT ROUTING SLIP FOR

Blackboard Connect Inc
 Contractor Name (\$25K and Over with Prevailing Wage)

Attached, please find (check one of the following boxes):

- | | |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input type="checkbox"/> Standard Template with no changes
Complete Section 2 only | <input type="checkbox"/> Outside Agency Agreement
Complete Sections 1 and 2 |
| <input type="checkbox"/> Standard Template with changes
Complete Sections 1 and 2 | <input type="checkbox"/> Special Agreement
Complete Sections 1 and 2 |

Section 1 – Changes to template or insurance: Receive Department Head approval to amend. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for template review and approval. Attach City Attorney email response (approval) to this slip.

- | | |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> _____ (Dept. Head Initials/Date)
Authorization to Amend Agreement | <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approval to Forward to City Attorney |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)
City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Template Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials/Date
Other (See Notes Below) |

Section 2 – Signed agreement received from Consultant. Sign/date and attach this routing slip to the proposed agreement and route to staff in the order listed below (i.e., 2-4). Submit the signed agreement, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Agreements without the appropriate insurance attached will be returned to the department. A copy of the final agreement will be provided to the Consultant and the staff person (in Item No. 1 below)

- | | |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 1. <u> Louis Celaya 8/5/13 </u>
Prepared by (Staff Name/Date) | 2. _____
Department Head - Date
(Authorization to forward to Risk Mgr/Clerk) |
| 3. _____
Risk Manager – Date
(Insurance Review/Approval) | 4. _____
City Clerk – Date
(Template Review/Final Distribution) |

– FOR CITY CLERK USE ONLY –

Year: _____ Month/Day: _____

Agreement/Insurance Received: _____

To City Attorney for Signatures: _____

To City Manager/Mayor for Signatures: _____

City Attorney Email/Scope Attached: _____

Distributed to Consultant/Staff: _____

Laserfiche/Log/Index/File: By: _____

Insurance Logged: By: _____

Notes:

AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	Blackboard Connect Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Terri Frazier
CONTRACTOR'S ADDRESS:	650 Massachusetts Ave. NW, 6th Fl., Washington DC 20001
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Louis A. Celaya
COMMENCEMENT DATE:	October 1, 2013
TERMINATION DATE:	September 30, 2018
CONSIDERATION:	Contract Price NTE: Year One - \$15,176 Year Two - \$15,176 Year Two - \$15,176 Year Four - \$15,176 Year Five - \$15,176

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND
BLACKBOARD CONNECT INC**

THIS AGREEMENT is made and effective as of October 1, 2013, between the City of Agoura Hills, a municipal corporation ("City") and Blackboard Connect Inc ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on October 1, 2013, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 30, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated

prevailing rates for any work done under this contract, by him or by any sub-contractor under him, in violation of the provisions of the Agreement.

5. PAYMENT

A. The City agrees to pay Contractor annually, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B Blackboard Connect Sales Order Form, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. For purposes of clarification, in the event of a conflict between this Agreement and the terms and conditions in Exhibit B, this Agreement shall govern.. This amount shall not exceed fifteen thousand, one hundred seventy six dollars and zero cents (\$15,176.00) ("Contract Price") for each annual term of the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Payment shall be made within thirty (30) days of invoice date as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of invoice date of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide copies of receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITH OR WITHOUT CAUSE

A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least sixty (60) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement. If the City terminates this agreement without cause prior to the end of the term outlined in Section 1, the City shall only be liable for the applicable fees through the end of the annual term during which the termination occurs. The City shall not be liable for subsequent annual term fees after such termination.

B. Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, the Customer will receive a prorated refund of the applicable service fee (minus support fees if any) calculated from the date of termination to the end of the applicable annual period.

7. DEFAULT OF CONTRACTOR

A. Either Party's failure to comply with the provisions of this Agreement may constitute a default. In the event that either Party is in default for cause under the terms of this Agreement, the other Party shall have no obligation or duty to continue performing any obligation under this Agreement and may terminate this Agreement pursuant to Section 7.B.. If such failure by the defaulting Party to make progress in the performance of any obligation hereunder arises out of causes beyond the defaulting Party's control, and without fault or negligence of the defaulting party, it shall not be considered a default.

B. If either Party determines that the other Party is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the defaulting Party with written notice of the default. The defaulting Party shall have thirty (30) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the defaulting Party fails to cure its default within such period of time, the other party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

8. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any gross negligent acts or willful omissions of Contractor, its officials, officers, employees, agents or sub-contractors in connection with the performance of this Agreement, including attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

10. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and included as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Contractor shall provide thirty (30) days written notice should any of the policies herein be cancelled.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement

on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Contractor: Blackboard Connect, Inc
650 Massachusetts Ave. NW, 6th Fl.
Washington DC 20001
Attention: General Counsel
Tel: (202) 463-4860
Fax: (202) 318-2619

15. ASSIGNMENT

Neither Party shall be entitled to assign this Agreement or its rights or obligations under this Agreement, whether voluntarily or by operation of law, except with the written consent of the other Party; provided, however, that either Party may assign this Agreement without the consent of the other Party to any entity that is the successor corporation in any merger or consolidation of either Party, or any entity that purchases a majority of the voting securities of either Party, or all or substantially all of the assets of either Party, or of a specific division or group of such Party. This Agreement shall insure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Blackboard agrees to notify Customer of any assignment within thirty (30) days, unless prohibited by applicable law or unless prohibited by applicable confidentiality provisions resulting from such assignment.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such

litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

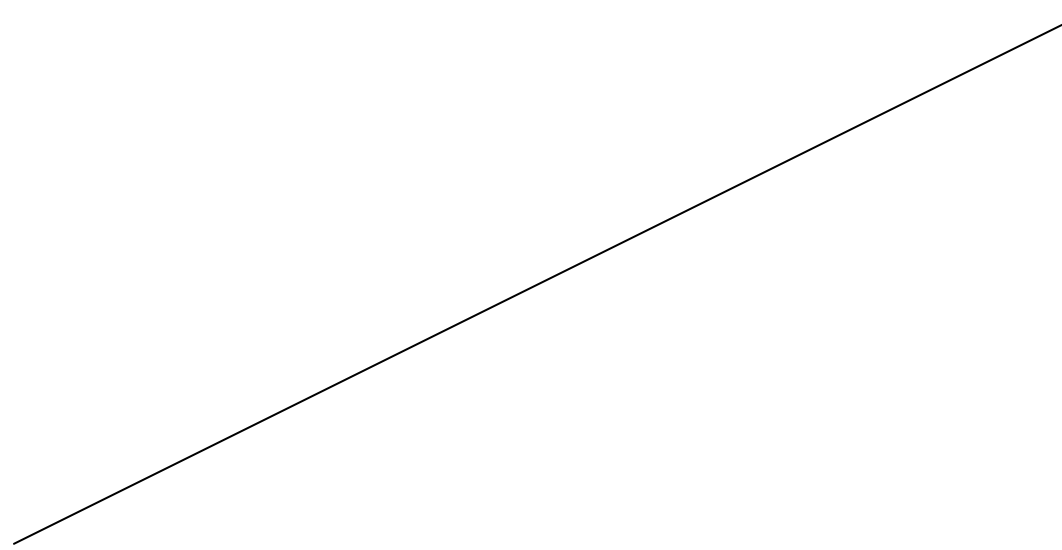
19. ENTIRE AGREEMENT

This Agreement, including Exhibits A and B attached hereto, contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.



CITY OF AGOURA HILLS

Denis Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

Date Approved by City Council:

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Blackboard Connect, Inc.
650 Massachusetts Ave. NW, 6th Fl.
Washington DC 20001
Tel: 202-463-4860
Fax: 202-318-2619

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A
TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

The specific elements (scope of work) of this service include:

Blackboard Connect 5®

Unlimited Use Service Proposal

City of Agoura Hills

The ***Blackboard Connect 5*** service allows local governments to reach thousands in minutes without having to invest in or maintain hardware, software, or additional phone lines via the following provisions:

- An integrated communications suite, including Community Outreach, Emergency Communication, and Interactive Survey
- 2 Million 60 second calls per hour
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive City Care support
- Unlimited use for a fixed, annual fee
- On-site training and refresher training sessions
- Delivery to up to 3 (three) phones and 2 (two) email addresses per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed ASP --- no maintenance required
- Message delivery tracking with comprehensive reporting
- Import Staff Data
- Implementation of service and orientation of all designated system users.
- Begin sending Outreach, Emergency and Interactive Survey communications.

CTY Service. The CTY Service will include the following features:

A. Unlimited Messaging; Remote Launching Capability. Unlimited any-time messages throughout the Term, enabling the City to communicate with residents and businesses within its jurisdiction, and access and use of the CTY Service from anywhere in the U.S. via an Internet connection and/or a phone.

B. Database. Vendor will provide the City with one (1) phone number per physical address to the extent that such numbers are available ("Vendor Data"). The City may provide up to two (2) phone numbers and two (2) email addresses per Recipient (the "City Data"), provided, that, for business Recipients, the secondary phone numbers must not tie up more than one phone line of a multi-line business. The City Data, the Vendor Data, and the data input by individuals via the CTY Web Portal, may hereinafter be collectively referred to as the "Recipient Data".

C. Training, Customer Support, Maintenance. Training to educate all Users on how to send messages, receive reports, and other aspects of the operation of the CTY Service. Vendor will also provide the City with unlimited maintenance and support (City care and technical support), on a twenty-four (24) hour, seven (7) days a week basis, throughout the life time of the CTY Agreement. The City will designate qualified personnel to act as liaisons between the City and Vendor respecting technical, administrative and content matters, and providing accurate and current contact information.

D. Geographic Information System (GIS) Mapping. A geo-based mapping system that allows a City-user to create specific call lists for certain areas of the City's jurisdiction using criteria such as radius, street, zip code.

E. CTY Web Portal. A Web interface that enables residents and businesses to update or add to their contact (telephone and email address) information electronically at no charge ("CTY Web Portal"). Vendor grants to City a limited non-exclusive, worldwide, royalty-free license to place one of the digital images of the Vendor Connect-CTY Sign-up Logo (~~attached hereto as Schedule "A"~~) (the "Image"), on an appropriate page of the City's Internet site, located at <http://www.ci.agoura-hills.ca.us> ("City Site"), with a hyperlink to Vendor's CTY Web Portal site (the, "Link") located at <https://portal.nticonnectcty.com/1318545> (the "CTY Web Portal"). The City agrees not to use any other trademark or service mark in connection with the Image without the prior written approval of Vendor. The sole purpose of the Link is to provide intended Recipients with quick access to the CTY Web Portal by transferring the user out of the City Site to the CTY Web Portal, where Intended Recipients can insert and/or update their contact information ("Recipient Data"). The Link may not be used in any manner to provide a user with access to the CTY Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the CTY Web Portal with any materials posted by City or any party other than Vendor. City may not allow the Image to be linked to any other web site. The City may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. Vendor will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. The Image and the goodwill associated therewith are valuable properties belonging to Vendor and all rights thereto are and shall remain the sole and exclusive property of Vendor. Vendor reserves the right to modify permission to use the Image and/or the Link at any time.

Summary of Blackboard Connect 5[®] Service Benefits

Prepared for City of Agoura Hills

About Our Company:

Blackboard Connect, Inc. is pleased to present our **Blackboard Connect 5[™]** service to the City of Agoura Hills. The **Blackboard Connect 5** service is a fully-hosted Software as a Service (SaaS) specifically designed by Blackboard Connect, Inc. for the municipality market as a Mass Notification System. **Blackboard Connect 5** is one in a series of several successful Mass Notification Systems created by Blackboard Connect, Inc.

For more than 6 years, Blackboard Connect, Inc. has demonstrated superior experience operating as an SaaS, sending time-sensitive mass notifications through our web-based, fully hosted system. Our main business activity is to enable leadership of governmental entities to send time-sensitive voice and text notifications to their populace quickly and efficiently.

Blackboard Connect Inc.'s **Blackboard Connect 5** service offering includes a Mass Notification System specifically designed to meet the needs of municipalities, with unlimited calling available for Emergency Communications, Community Outreach Notifications (e.g. water main repairs, street closures, etc), and Survey calls.

BLACKBOARD CONNECT, INC. delivers these core competencies and more as described below:

1. Superior System Capabilities:

- **Full-Service Solution:** Other providers may provide an “emergency only” service. The difficulty with such services is that they often fail in crisis because they are only used in crisis, rather than used on a day-in and day-out basis. By contrast, the **Blackboard Connect 5** service--by offering non-emergency community outreach calling and survey calling through the same ASP solution--provides frequent use so using the system is second nature.
- **Experience with Targeted Messaging:** BLACKBOARD CONNECT, INC. has years of successful time-sensitive call delivery on behalf of 21,000 Cities in targeted geographic regions.
- **Speed of Delivery:** BLACKBOARD CONNECT, INC. has SLAs with redundant telecommunications providers which allow us to *initiate over 3,000,000 60-second voice calls per hour*. Further, the **Blackboard Connect 5** service utilizes reliable and proven *delivery* methods, including superior call routing, throttling, and load balancing via proprietary algorithms.
- **Secured System Capacity:** BLACKBOARD CONNECT, INC. has pre-purchased capacity to send over 17 billion voice messages per year. We currently use less than 2% of our contracted capacity daily. We have an open architecture which allows us to increase additional capacity as our City base grows.
- **System Reliability and Redundancy:** BLACKBOARD CONNECT, INC. has a redundant, zero single point-of-failure system. We utilize multiple delivery methods (e.g., Time Division Multiplexing (TDM), Voice over Internet Protocol (VoIP), SMS, and e-mail), multiple telecommunications partners, and draw from multiple data centers that span all three national power interconnects. Our full-service business continuity partner is SunGard Availability Services.

2. Unlimited Access and Support:

- **Unlimited Use:** We provide unlimited use for all users for both emergency and non-emergency calling. Additionally, there are no overage fees, per-call fees, software licenses, surcharges, per-use customer service fees, hidden fees, or other limitations on use of the system.
- **City Care:** The service includes unlimited 24-hour support backed by a proactive City Care team who will assist the City to implement the system, train users, drive appropriate usage of the system, and establish and monitor success metrics to ensure measurable results are delivered and documented.
- **All Inclusive Pricing.** BLACKBOARD CONNECT, INC. offers a simple pricing plan: one annual fee based upon a per address rate for unlimited use and a one-time support fee for unlimited support. These include per call charges, long distance charges, training, refresher training, training materials, and travel expenses for trainers, data upload, data management, maintenance, licensing, data uploading and updating, managing the web portal for community members to add phone numbers and 24X7X365 support. BLACKBOARD CONNECT, INC. provides not just a product, but a truly hosted service partnership for our Cities.

3. System Security:

- **Transmission Security:** BLACKBOARD CONNECT, INC. utilizes secure transmission for all data transfer to and from the City’s sites.

- **LDAP Security Provision:** The *Blackboard Connect 5* service is capable of integrating directly with the LDAP system to provide end user authentication as requested.
 - **Call Authorization:** Using the Call Authorization feature, users can require authorized individuals to approve any message before it is sent.
 - **Hierarchical Controls** – The City is able to segment which users have access to communicate with which recipients based upon City defined and controlled roles and rights per user type. For instance, some users may be granted access to place a community-wide call to all constituents while others may only have access to contact their departmental staff.
- 4. Rapid and Automated Data Upload & Updates:**
- **Data Import:** BLACKBOARD CONNECT, INC. provides data upload (i.e. “bulk loading”) and management of all City provided data, including set-up of a fully automated upload of staff contact data from the City HR database system or other City system. BLACKBOARD CONNECT, INC. also provides ad hoc imports and full data transmission security.
 - **Data Provision from Directory Services:** As a key differentiator, BLACKBOARD CONNECT, INC. provides telephone data at no additional cost to the City. BLACKBOARD CONNECT, INC. provides our Cities with the most current phone number data for residences and businesses aggregated from over 210 providers, and cleansed to provide one unique phone number per residence and business. Rather than obtain data from the white pages and yellow pages which may not be as comprehensive, we obtain our data from directory services (4-1-1). BLACKBOARD CONNECT, INC. also exceeds the norm by providing, at a minimum, monthly updates of this data, and applies latitude and longitude coordinates to all contact data loaded into the system and provides monthly updates, at no additional cost to the City.
- 5. Ease of Use and Access Features:**
- **Remote Access:** The *Blackboard Connect 5* service provides a streamlined solution for priority situations that allows users to record and send messages from a remote location using just a touch-tone phone.
 - **Bilingual Community Web Portal:** BLACKBOARD CONNECT, INC. provides an institution-specific Web page to gather community e-mail addresses, cell phone numbers, unlisted phone numbers and language preference.
 - **Ease of Grouping for Targeted Messaging** - The service enables users to quickly and easily pre-define groups for staff, volunteers, intra-department teams, languages, and specialty groups (e.g., day care centers, senior care facilities). The user has the ability to store recipients by an unlimited number of groups.
- 6. Features for Ease of Use & Maximum Outreach:**
- **Multiple Delivery Methods and Devices:** The service delivers via multiple methods, including e-mail and SMS, and allows for delivery to multiple device types—including cell phone, PDA, pager, and TTY/TDD devices, as well as the traditional land phone—for rapid and inclusive access.
 - **Interactive Survey:** The interactive survey feature allows users to create a message in the form of a customized survey to send to contacts. The recipients hear a message that contains a question that they are asked to respond to via their telephone keypad. The results are tabulated by the *Blackboard Connect 5* service and then provided to users via the website and e-mail reports.
 - **Message Scripting and Storage:** The *Blackboard Connect 5* service comes with a library of sample scripts and provides the option for the authorized user to

record and send a message immediately or pre-record and store messages in their message library for use at a later time or date.

- **Geo-Calling:** Users can target specific areas on a map using our Geo-Calling feature. The ***Blackboard Connect 5*** service is capable of creating specific call lists for a certain area of the City using criteria such as radius, zip code, and arbitrary shapes using GIS mapping. Users can also create a polygon area by clicking as many points on a map as are needed to indicate the desired calling area. The user may even draw a shape of a donut to remove a segment of the database (e.g., the “hole” of the donut is excluded from the call). This feature provides flexibility in mapping selections to optimally geo-target the audience to receive specific messages.

Exhibit B

BLACKBOARD CONNECT™ SALES ORDER FORM

This Blackboard Connect Sales Order Form (“Order Form”) between **City of Agoura Hills, CA** (“Customer”) and Blackboard Connect Inc. (“Blackboard”) details the terms of Customer’s use of the Blackboard services set forth in Section 1 below, and shall become effective on the date specified in Section 3 below (“Effective Date”).

1. SaaS, Notification & Support Services: The Customer hereby subscribes to the following Blackboard SaaS, notification and support services:

Product Name	Description	Units	Initial Term Fee (USD) Period 1: (12 months)	Initial Term Fee (USD) Period 2: (12 months)	Initial Term Fee (USD) Period 3: (12 months)	Initial Term Fee (USD) Period 4: (12 months)	Initial Term Fee (USD) Period 5: (12 months)
Blackboard Connect CTY Service	Blackboard Connect Basic Service (Emergency, Attendance and Outreach) \$2.00/recipient	7,588	\$15,176.00	\$15,176.00	\$15,176.00	\$15,176.00	\$15,176.00
Blackboard Connect Support Service	24x7x365 Support Unlimited Online Training	1	Waived	Waived	Waived	Waived	Waived
Sales Order Total Fee (Initial Term):			\$15,176.00	\$15,176.00	\$15,176.00	\$15,176.00	\$15,176.00

Customer understands and agrees that this Order Form limits the use of the SaaS, notification and/or support services by the Customer to the delineated Description and Unit(s) specified above. Additional access to or usage of the software or services is subject to additional purchase.

2. Initial Term (initial license term and any special requirements): 5 years

3. Effective Date (applicable only if different from acceptance date as described in the preamble): October 1, 2013

4. Recipient Definition (applicable only to notification services): CTY: households, businesses, and other related individuals within the Customer’s jurisdiction.

5. Customer Billing Contact:

Contact Name:	<u>Louis Celaya</u>	Contact Phone:	<u>818-597-7314</u>
Street Address:	<u>30001 Ladyface Court</u>	City and State/Province:	<u>Agoura Hills, CA</u>
Postal Code and Country:	<u>91301, USA</u>	E-Mail Address:	<u>lcelaya@ci.agoura-hills.ca.us</u>

6. Payment and Term. In consideration for the use of the SaaS, notification and/or support services (as applicable) during the Initial Term, the Customer will pay to Blackboard the fee(s) set forth above (the "Fee"). The total Fee will be invoiced on execution of the Agreement and is due within 30 days of invoicing. The term of this Agreement shall be renewed automatically for successive periods of one (1) year each (a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable. Each Renewal Term shall incorporate and be governed by Blackboard's then-current pricing, the applicable Fee for which will be due at the beginning of each Renewal Term, and payable within thirty (30) days after the date of an invoice from Blackboard.

7. Terms of Service. The terms of service at <https://secure.blackboard.com/legal/BBCTOS/0112/> ("Terms of Service") are incorporated herein by reference, and together with this Order Form and the Agreement for Consultant Services, to which this Order Form is attached, constitute the agreement between the parties ("Agreement"). In the event of conflict between Agreement for Consultant Services and this Order Form, this Order Form shall govern. Capitalized terms not otherwise defined are defined in the Terms of Service. By returning this Order Form, Customer acknowledges and agrees that its use of the Blackboard Connect services specified herein is subject to, and governed by, all of the terms and conditions of this Agreement including, without limitation, all of the rights, restrictions, indemnities, disclaimers and limitations set forth in the Terms of Service. Notwithstanding anything to the contrary in any purchase order or any other document provided by Customer, any service provided or license granted by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Terms of Service incorporated by reference herein. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void.