REPORT TO CITY COUNCIL

DATE: AUGUST 28, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 12 GR

BY: LOUIS CELAYA, DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF TWO-YEAR AGREEMENT WITH BLACKBOARD INC.,

TO PROVIDE MASS NOTIFICATION SERVICES

On September 25, 2013, 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 for emergency notifications for residents and businesses in Agoura Hills, and is also used by the neighboring communities of Calabasas, Hidden Hills, Westlake Village, and Malibu. While the contract terminated on September 30, 2018, under mutual agreement, staff has been working with Blackboard Inc., (formerly Blackboard Connect Inc.) on a new two-year agreement and the system has remained active and operational. As a result of the Woolsey Fire, and several Blackboard Inc., contract division staffing changes, the renewal process resulted in a lengthier timeframe to complete.

The Blackboard Inc., (Blackboard) 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 with the ability to deliver a message to multiple communication devices, including cell phone, email, Personal Digital Assistant, pager, and landline telephones. The Blackboard 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 each for home, work, and mobile, two (2) email addresses, a fax and pager per contact. The existing service Blackboard 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. The system can also incorporate the use of FEMA's wireless emergency alert platform. Residents can continue to sign-up for the service and upgrade their existing contact information via the City's website at any time. Residents can also contact staff directly to register and update.

Staff has concluded discussions with representatives from Blackboard to continue services for a two-year term while it begins to review other available mass notification services/technologies. This is part of executive management's desire to develop a crisis communication plan that will include media means and other tools for emergency

mass notifications. Staff plans to solicit other companies, over the next fiscal year, to review current technologies to ensure the systems being utilized are up-to-date and provide the maximum communication coverage means available. Staff will later return to the City Council with a communication plan and media methods to be utilized.

The City pays \$15,384 annually for the current service. Under the renewal, the City will pay \$16,000 per year, for the two year period.

The Blackboard service has been a valuable tool, over the last five years, to notify residents of past important events and other road-related projects that presented impacts to local residents. The service was especially valuable during the Woolsey Fires. The City has been diligent in its use of the system to only utilize it for emergency or other urgent notification 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 two-year agreement for contractor services with Blackboard Inc., for mass notification services, on an annual basis, for the time period starting October 1, 2018, and terminating September 30, 2020, with a not-to-exceed amount of \$16,000.

Attachment: Agreement for Contractor Services - Blackboard Inc.

AGREEMENT FOR CONTRACTOR SERVICES WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Blackboard Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Bill Jones

CONTRACTOR'S ADDRESS: 1111 19th St., NW

10th Floor

Washington, DC, 20036

CITY'S ADDRESS: City of Agoura Hills

30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager

PREPARED BY: Louis Celaya

RENEWAL DATE: October 1, 2018

TERMINATION DATE: September 30, 2020

CONSIDERATION: Contract Price Not to Exceed:

Year One - \$16,000.00 Year Two - \$16,000.00

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND BLACKBOARD INC.

THIS AGREEMENT is made and effective as of October 1, 2018, between the City of Agoura Hills, a municipal corporation ("City") and Blackboard Inc. ("Contractor"). Upon Effective Date this Agreement will supersede and replace Agreement for Contractor Services between The City of Agoura Hill and Blackboard Inc. dated October 1, 2013. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall renew on October 1, 2018, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 30, 2020, 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 monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, 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 sixteen thousand dollars and zero cents (\$16,000.00) ("Contract Price") for the Renewal 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 receipt of each invoice 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 receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide 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 WITHOUT CAUSE

- A. The City may at any time, for any reason, with or 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.
- 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 City for an uncured material breach, the City 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 shall 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 compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, 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 free 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 property or 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. <u>INSURANCE REQUIREMENTS</u>

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. <u>Minimum Scope of Insurance</u>. 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, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- 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. <u>Minimum Limits of Insurance</u>. 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. <u>Deductibles and Self-Insured Retentions</u>. 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. <u>Other Insurance Provisions</u>. 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 named 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 agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation or nonrenewal of coverage for each required coverage.
- E. <u>Acceptability of Insurers</u>. 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. <u>Verification of Coverage</u>. Contractor 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. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement.
- G. <u>Mailing Instructions</u>. 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 continue 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 Inc

1111 19th St., NW, 9th Flr.

Attention: Bill Jones

15. ASSIGNMENT

Neither Party shall be entitled to assign this Agreement or its rights or obligations under this Agreement, whether voluntary or by operation of law, except with the written consent of the other Party; provided, however, that either Party may assign this Agreement without 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 inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Contractor agrees to notify City 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 and incorporated 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

Linda L. Northrup, Mayor
ATTEST:
Kimberly M. Rodrigues, MMC City Clerk
Date Approved by City Council:
APPROVED AS TO FORM:
Candice K. Lee, City Attorney
CONTRACTOR
Blackboard Inc.
1111 19 th St., NW, 9 th FIr,
Washington, DC 20036 Tel: 202-463-4860
Fax: 202-318-2619
Fax. 202-316-2019
By:
Name: Stuart Kupinsky
Title: Secretary
- ALGORD
By:4E6B849FC1F948B
Name: Alan Goldblatt
Title: Treasurer

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

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

Unlimited Use of Service Proposal - City of Agoura Hills

- An integrated communications suite, including Priority Communication, Community
 Outreach an Interactive Survey
- Voice, text/SMS Pager and Email delivery to multiple communication devices
- Geo-Calling features lets you target recipient using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, training and refresher training sessions included
- Delivery up to 10 phones, 10 SMS phones, 2 pagers, 4 emails per contract
- Superior call routing, throttling, and load balance expertise
- Full hosted and managed Software as s Service (SaaS) no maintenance required
- Message delivery tracking with comprehensive reporting
- Delivery to Social Media (Facebook, Twitter)
- Delivery to RSS and CAP fees

EXHIBIT B

PAYMENT RATES AND SCHEDULE

DocuSign Envelope ID: 71868537-E8AC-43C1-81EB-5EE5C6659S43

VOID IF EXECUTED AFTER: September 22, 2019
CUSTOMER: City of Agoura Hills

Blackboard[®]

This Blackboard Order Form ("Order Form") by and between Blackboard Inc. ("Blackboard") and City of Agoura
Hills ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing
Summary"). This Order Form, together with the Blackboard Master Agreement located

at http://agreements.blackboard.com/bblnc/blackboard-new-master-agreement-all-products.aspx and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided 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 Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

Initial Term Period #2 1 Year (USD)	Initial Term Period #1 (USD)	Initial Term Period #1 Effective Dates	Product or Service	Product Code	Qty
\$16,000.00	\$16,000.00	01-0ct-2018 30-Sep-2019	CONNECT GOVERNMENT STND UNLIMITED -RUC, 5,001 - 10,000 Recipients	BC-STND-GOV	7588
\$0.00	\$0.00	01-Oct-2018 - 30-Sep-2019	CONNECT GOVERNMENT CARE ANNUAL FEE		1
\$16,000.00	\$16,000.00	Total			

B. Terms

- 1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
- 2. Unless otherwise specified in the Product or Service Description above, this Order Form 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.

2019 - BLACKBOARD PROPRIETARY AND CONFIDENTIAL ((894581623-306825 / R2019-151037-01 / CNT000002527)

1 of 4

Doct/Sign Envelope ID; 718855ST-DEAC-49C1-81EB-5EE5C8659643

3. Effective Date: October 01, 2018

C. Payment Terms

- 1. All Initial and subsequent payments shall be due Net 30, Unless otherwise stated, all prices are in United States currency.
 2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

For purposes of clastification, a one-time unused ficense credit in the amount of \$83.16 shall be applied to Customer's first invoice.

2019 - BLACKBOARD PROPRIETARY AND CONFIDENTIAL ([894581623-396825 / R2019-151037-01 / CMT000002527)

2 of 4

Seles Approved: Russ Raffinar	oppliedor t
Deltial:	
Oustomer: City of Agoura Hills	Stackboard fric.
Sign store:	Signature:
	Bull-
Name: Greg Ramirez	Hame: Bill Jenes
Title: City Manager	Title: Deputy General Counsel
Date: 8/16/19	Date: August 08, 2019
is a Purchase Order (PO) required for the perchase or payment of the products on this Order Form?	Extra-rious Liberthean and establishing a graph-developed by consistent amount of grass graving a definition of grassing and grassing a
Ho Yes - Pleaso complete below	
PO Humber:	
PO Amount:	
Altach PO :	

2019 - BLACKBOARD PROPRIETARY AND CONFIDENTIAL ([894581623-306825 / R2019-151037-01 / CNT000002527)
3 of 4

Attach Tax	s Exemption:
740000 (40	The Control of t