County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

June 29, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
#63 JUNE 29, 2010
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NUMBER ONE
TO A ZERO-COST SUBSCRIPTION SERVICES AGREEMENT WITH NIXLE, LLC
TO PROVIDE WEB-BASED COMMUNITY INFORMATION SERVICES
(ALL DISTRICTS) (3 VOTES)**

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

SUBJECT

This letter seeks approval of a zero-cost Amendment to a subscription services Agreement with Nixle, LLC (Nixle) to provide a web-based community information subscription service to the Los Angeles County Sheriff's Department (Department).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to Nixle's Agency Terms of Service (Agreement), effective upon Board approval and continues indefinitely until terminated by either party with a 30-day advance written notice. The Amendment provides the Department with a standardized, secure, and certified communication platform for location-based public service information specifically designed for emergency responders at all levels of government.

2. Delegate authority to the Sheriff, or his designee, to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed, and to further modify the Agreement to include additional zero-cost

services with prior approval of Los Angeles County (County) Counsel and the County Chief Information Officer (CIO), and to include new or revised standard County contract provisions adopted by your Board as required from time to time.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow Nixle to provide the Department with a standardized, secure, and certified communication platform for location-based public service information specifically designed for emergency responders at all levels of government.

There is a need for the County agencies to be more effective in informing and communicating with its community residents. The purpose of this service is to provide the Department with a trusted and secure communication platform that enables government agencies to send geographically-targeted alerts and advisories to community resident subscribers. While many of the communication features provided by Nixle are similar to that of other commercially available social networking services, it differs significantly in the following:

- Nixle's National Identity Certification Program ensures that all information sent by official agencies and representatives are authentic and trusted.

- Community information and notification does not include advertising of any kind so as to preserve the integrity and value of public information.

In the event of emergencies this service can also be used to complement the County's "Alert LA" mass notification system.

Implementation of Strategic Plan Goals

The subscription services provided under this Amendment support the County's Strategic Goal Number 1, Operational Effectiveness. Specifically, the proposed Amendment will enable the Department to communicate with the public over a standardized, secure, and certified communication platform for location-based public service information.

FISCAL IMPACT/FINANCING

Nixle provides all of the services described herein at zero-cost to the County.

Nixle operates under a business model that collects revenues through sales of the licensing for its communication products to the private sector.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendment modifies the Agreement and allows the County to incorporate specific Board authorized and required terms and conditions that are standard to all County agreements.

The Amendment contains a modification to the County's standard assignment and delegation provision that was reviewed by County Counsel. The Department believes the negotiated alternative language is commercially reasonable and does not impose or infringe on the County's ability to review any assignment by Nixle.

Nixle has been notified of, and is in compliance with, all Board and Chief Executive Office requirements including Jury Service and the Safely Surrendered Baby Law.

The CIO has reviewed all contracting documents and has approved the Department's use of Nixle as a third-party subscription service provider of the web-based community information services described above.

The CIO recommends approval of this Amendment. County Counsel has reviewed and approved the Amendment as to form.

CONTRACTING PROCESS

On June 1, 2010, the Department provided your Board with written notice that negotiations with Nixle had been completed.

Nixle provides the only known secure and certified communication platform for location-based information specifically designed for emergency responders to communicate at the neighborhood-level within geographically-targeted locations for distribution. Although other zero-cost mass communication services are available via the internet, the Department's research indicates that the unique protection and service features provided by Nixle are not matched by any other service provider currently available.

The County has no obligation to retain Nixle's services nor is the County restricted from seeking other similar services in the future.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this action and two adopted copies of the Amendment to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed by:

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

AMENDMENT NUMBER ONE
TO
NIXLE'S AGENCY TERMS OF SERVICE

This Amendment Number One (hereinafter "Amendment") to Nixle's Agency Terms of Service (hereinafter "Agency Terms of Service") is hereby entered into by and between Nixle, LLC, a limited liability corporation organized under the laws of the New Jersey, located at 3000 Atrium Way, Suite 102, Mount Laurel, NJ 08054 (hereinafter "Nixle," "We," or "Us") and the County of Los Angeles, by and through the Los Angeles County Sheriff's Department (hereinafter "County," "You," or "Organization"), effective upon execution by both parties.

WHEREAS, Nixle provides a standardized, secure, and certified communication platform for the communication of location-based information to the community; and

WHEREAS, County desires to utilize Nixle's secure, identity-certified communication service to connect with County residents via cell phone, email, and internet, and Nixle is willing to allow such use as set forth herein; and

WHEREAS, Nixle is a privately funded company whereas their business model provides revenue streams for the company through technology licensing and sales to the private sector and international markets, and therefore Nixle is able to provide such service at no cost to County; and

WHEREAS, Nixle and County desire to modify Nixle's standard Agency Terms of Service as set forth herein; and

WHEREAS, attached to this Amendment is Attachment 1 (Agency Terms of Service), Exhibit A (Jury Service Ordinance), Exhibit B (Contractor's EEO Certification), Exhibit C (IRS Notice 1015), Exhibit D (Safely Surrendered Baby Law), and Exhibit E (County's Defaulted Property Tax Reduction Program).

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

1. **Agency Terms of Service**: By utilizing the Nixle Services, County agrees to abide by the Agency Terms of Service as amended by this Amendment. The current version of the Agency Terms of Service is located at http://www.nixle.com/agency_termsofservice.html and attached hereto as Attachment 1 to this Amendment, which shall be incorporated herein by this reference.

2. **Conflicts, Definitions**: In the event of any conflict between the terms and conditions of the Agency Terms of Service and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control. Unless otherwise expressly defined in this Amendment, all capitalized terms herein shall have the meanings given to them in the Agency Terms of Service. The Agency Terms of Service, this Amendment Number One, including Attachment 1 (Agency Terms of Service), Exhibit A (Jury Service Ordinance), Exhibit B (Contractor's EEO

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Certification), Exhibit C (IRS Notice 1015), Exhibit D (Safely Surrendered Baby Law), and Exhibit E (County's Defaulted Property Tax Reduction Program), and any future Amendments hereto or thereto collectively constitute and hereinafter are referred to as the "Agency Terms of Service."

3. **Amendments to Agency Terms of Service**: The following terms and conditions are added to the Agency Terms of Service and/or replace existing provisions in the Agency Terms of Service as follows:

   A. **Governing Law and Jurisdiction**: The Agency Terms of Service shall be governed by, and construed in accordance with, the laws of the State of California. Nixle agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding the Agency Terms of Service and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

   B. **Nixle Trademark License**: Nixle hereby grants County a non-exclusive, non-transferable, non-assignable, revocable, limited license during the existence of the Agency Terms of Service to use Nixle's product name, trademarks, logos, trade names, and service marks (collectively "Nixle Trademarks") on County or the Los Angeles County Sheriff's Department websites, in any marketing, promotional, or other materials created to promote community awareness of the Services, and to otherwise use the Nixle Trademarks as necessary to enjoy and fully exercise the rights granted under the Agency Terms of Service. County acknowledges that Nixle is the sole and exclusive owner of the Nixle Trademarks.

   C. **No Obligation for Payment**: Nothing in the Agency Terms of Service shall obligate County to expend appropriations or incur financial obligations except to the extent that liabilities may arise from County's breach of the Agency Terms of Service. Nixle and County acknowledge and agree that none of the obligations arising from the Agency Terms of Service are contingent upon the payment of fees by one party to the other.

   D. **No Obligation to Use Service**: The Agency Terms of Service are intended to provide County with the Services on an "as-needed" basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of the Services, or the Services at all. The determination as to the need to use the Services shall rest solely within the discretion of County. Nixle and County acknowledge and agree that County is not obligated to publish or post any Communications or to use any functionality provided by the Web Site to post messages or initiate Communications. Nixle and County further agree that County has the right to remove any or all of its Communications from the Services at County's sole discretion.

   E. **Archiving of Communications**: Nixle shall continually archive the most recent twenty-four (24) months of notifications for historical purposes. This historic information shall be available for delivery to County within thirty (30)

days from date of request. County will provide a storage device to Nixle to upload all archived contents requested. Information must be resaved in standard, readable format such as XML, raw text, delimited and/or uploaded pdfs. If the Agency Terms of Service between County and Nixle is terminated, all current information along with the archived/historical information shall be returned to County within the agreed thirty (30) days from notice of termination. Termination of Services requires all information under the County account that resides on Nixle servers to then be destroyed.

F. **No Endorsement**: County's registration to use Nixle Services and County's acceptance of the Agency Terms of Service does not constitute an endorsement, sponsorship, or recommendation of Nixle or the Services by County or the Los Angeles County Sheriff's Department. Nixle agrees that County's trademarks, copyrights, logos, trade names, and service marks, and the fact that County has a presence on the Nixle Web Site and uses its Services, shall not be used to imply an endorsement by County or the Los Angeles County Sheriff's Department. Any endorsement or use of County's name for marketing purposes or otherwise would require a written letter of support from County.

G. **No Use of County Seal or Sheriff's Logo/Star**: Except as part of any County Communications to Recipients who have registered to receive them and any other websites or online services where Nixle displays County Communications, Nixle shall not, through any means or medium whatsoever, use, publish, or post, or cause to be used, published, or posted, County's trademarks, copyrights, logos, trade names or service marks, including but not limited to the County Seal or Sheriff's Logo/Star, without the express written consent of the County Board of Supervisors.

H. **Authorized Users**: The Sheriff's Headquarters Bureau commander is the official webmaster and authoritative publishing entity for the Los Angeles County Sheriff's Department.

The webmaster shall have sole authority to approve access and publishing rights to the Nixle Services. The webmaster shall have authority to grant all outlying Los Angeles County Sheriff's Department locations (stations/bureaus/units) access to publish on the Nixle platform under the Los Angeles County Sheriff's Department account.

Nixle shall not provide access to any individual/entity representing the Los Angeles County Sheriff's Department in publishing notifications without written authorization from the webmaster or the webmaster's designee. Upon execution of the Agency Terms of Service and Amendment Number One, the Sheriff's Headquarters Bureau commander will provide to Nixle the name of the webmaster, and all webmaster designees.

I. **No Advertising:** Nixle shall not provide advertising or endorsement on any public safety and/or government communication platform. There shall be no commingling of any advertising or other content across platforms. The Services shall be a separate and secure service with no advertising attached.

J. **Assignment and Delegation**

1. Nixle shall not assign its rights or delegate its duties under the Agency Terms of Service, or both, whether in whole or in part, without prior written notification to County, not less than thirty (30) calendar days prior to such assignment or delegation. Any such assignment or delegation shall require a written amendment to the Agency Terms of Service, which shall be formally approved and executed by the parties. If applicable, any payments by County to any approved delegate or assignee on any claim under the Agency Terms of Service shall be deductible, at County's sole discretion, against the claims, which Nixle may have against County.

2. Shareholders, partners, members, or other equity holders of Nixle may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Nixle to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agency Terms of Service, such disposition is an assignment requiring notification to County not less than thirty (30) calendar days prior to such assignment.

3. Any assumption, assignment, delegation, or takeover of any of Nixle's duties, responsibilities, obligations, or performance of same by any entity other than the Nixle, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without prior notification to County, shall be a material breach of the Agency Terms of Service which may result in the termination of the Agency Terms of Service. In the event of such termination, County shall be entitled to pursue the same remedies against Nixle as it could pursue in the event of default by Nixle.

K. **Budget Reductions (if applicable)**: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under the Agency Terms of Service, if any, correspondingly for that fiscal year and any subsequent fiscal year during the term of the Agency Terms of Service, and the services to be provided by Nixle under the Agency Terms of Service shall also be reduced correspondingly. County's notice to Nixle regarding said

reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Nixle shall continue to provide all of the services set forth in the Agency Terms of Service.

L. Compliance with Applicable Law

1. In the performance of the Agency Terms of Service, Nixle shall comply with all applicable Federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in the Agency Terms of Service are hereby incorporated herein by reference.

2. Nixle shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Nixle, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Nixle's indemnification obligations under this Section shall be conducted by Nixle and performed by counsel selected by Nixle and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Nixle fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Nixle for all such costs and expenses incurred by County in doing so. Nixle shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

M. Compliance with County's Jury Service Program

1. **Jury Service Program**: The Agency Terms of Service is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit A and incorporated by reference into and made a part of the Agency Terms of Service.

2. **Written Employee Jury Service Policy**

a. Unless Nixle has demonstrated to County's satisfaction either that Nixle is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Nixle qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Nixle shall have and adhere to a written policy that provides that its Employees shall receive from Nixle, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Nixle or that Nixle deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Nixle uses any subcontractor to perform services for County under the Agency Terms of Service, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

c. If Nixle is not required to comply with the Jury Service Program when the Agency Terms of Service commence, Nixle shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Nixle shall immediately notify County if Nixle at any time either comes within the Jury Service Program's definition of "Contractor" or if Nixle no longer qualifies for an exception to the Jury Service Program. In either event, Nixle shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agency Terms of Service and at its sole discretion, that

Nixle demonstrate, to County's satisfaction that Nixle either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Nixle continues to qualify for an exception to the Program.

d. Nixle's violation of this Section may constitute a material breach of the Agency Terms of Service. In the event of such material breach, County may, in its sole discretion, terminate the Agency Terms of Service and/or bar Nixle from the award of future County contracts for a period of time consistent with the seriousness of the breach.

N. **Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List:** Should Nixle require additional or replacement personnel after the effective date of the Agency Terms of Service to perform the services set forth herein, Nixle shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of the Agency Terms of Service.

O. **Consideration of Hiring GAIN/GROW Participants:** Should Nixle require additional or replacement personnel after the effective date of the Agency Terms of Service, Nixle shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Nixle's minimum qualifications for the open position. For this purpose, consideration shall mean that Nixle will interview qualified candidates. County will refer GAIN/GROW participants by job category to Nixle. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

P. **Contractor Responsibility and Debarment**

1. **Responsible Contractor**: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

2. **Chapter 2.202 of the County Code**: Nixle is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Nixle on this or other contracts which indicates that Nixle is not responsible, County may, in addition to other remedies provided in the Agency Terms of Service, debar Nixle from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed

five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Nixle may have with County.

3. **Non-responsible Contractor**: County may debar a contractor if the County Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

4. **Contractor Hearing Board**

   a. If there is evidence that the contractor may be subject to debarment, the department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

   b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.

   c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

   d. If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its

discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

e. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5. **Subcontractors of Contractor**: These terms shall also apply to subcontractors of County contractors.

Q. **Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law:** Nixle acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Nixle understands that it is County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at contractor's place of business. Nixle will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Nixle with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

R. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Nixle acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Nixle's duty under the Agency Terms of Service to comply with all applicable provisions of law, Nixle warrants that it is now in compliance and shall during the term of the Agency Terms of Service maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

S. County's Quality Assurance Plan: County or its agent will evaluate Nixle's performance under the Agency Terms of Service on not less than an annual basis. Such evaluation will include assessing Nixle's compliance with all contract terms and conditions and performance standards. Nixle's deficiencies which County determines are severe or continuing and that may place performance of the Agency Terms of Service in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Nixle. If improvement does not occur consistent with the corrective action measures, County may terminate the Agency Terms of Service or impose other penalties.

T. Nondiscrimination and Affirmative Action

1. Nixle certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. Nixle shall certify to, and comply with, the provisions of Exhibit B, Contractor's EEO Certification.

3. Nixle shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4. Nixle certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. Nixle certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agency Terms of Service or under any project, program, or activity supported by the Agency Terms of Service.

6. Nixle shall allow County representatives access to Nixle's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by County.

7. If County finds that any provisions of this Section have been violated, such violation shall constitute a material breach of the Agency Terms of Service upon which County may terminate or suspend Agency Terms of Service. While County reserves the right to determine independently that the anti-discrimination provisions of the Agency Terms of Service have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Nixle has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Nixle has violated the anti-discrimination provisions of the Agency Terms of Service.

8. The parties agree that in the event Nixle violates any of the anti-discrimination provisions of the Agency Terms of Service, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending the Agency Terms of Service.

U. **Notice to Employees Regarding the Federal Earned Income Credit**: Nixle shall notify its employees, and shall require each subcontractor to notify

its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, which is attached hereto as Exhibit C and incorporated by this reference.

V. **Notice to Employees Regarding the Safely Surrendered Baby Law**: Nixle shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D, which is attached hereto and incorporated by this reference and is also available on the Internet at www.babysafela.org for printing purposes.

W. **Recycled Bond Paper**: Consistent with the County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Nixle agrees to use recycled-content paper to the maximum extent possible on the Agency Terms of Service.

X. **Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**: Failure of Nixle to maintain compliance with the requirements set forth in Section 3(R), Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under the Agency Terms of Service. Without limiting the rights and remedies available to County under any other provision of the Agency Terms of Service, failure of Nixle to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate the Agency Terms of Service and pursue debarment of Nixle, pursuant to County Code Chapter 2.202.

Y. **Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**: Failure of Nixle to maintain compliance with the requirements set forth in Section 3(BB), Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under the Agency Terms of Service. Without limiting the rights and remedies available to County under any other provision of the Agency Terms of Service, failure of Nixle to cure such default within ten (10) days of notice shall be grounds upon which County may terminate the Agency Terms of Service and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

Z. **Termination for Improper Consideration**

1. County may, by written notice to Nixle, immediately terminate the right of Nixle to proceed under the Agency Terms of Service if it is found that consideration, in any form, was offered or given by Nixle, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agency Terms of Service or

securing favorable treatment with respect to the award, amendment, or extension of the Agency Terms of Service or the making of any determinations with respect to Nixle's performance pursuant to the Agency Terms of Service. In the event of such termination, County shall be entitled to pursue the same remedies against Nixle as it could pursue in the event of default by Nixle.

2. Nixle shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

AA. **Termination for Non-Adherence of County Lobbyist Ordinance**: Nixle and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Nixle, shall fully comply with the County Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Nixle or any County Lobbyist or County Lobbying firm retained by Nixle to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Agency Terms of Service, upon which County may in its sole discretion, immediately terminate or suspend the Agency Terms of Service.

BB. **Warranty of Compliance with County's Defaulted Property Tax Reduction Program:** Nixle acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Nixle qualifies for an exemption or exclusion, Nixle warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of the Agency Terms of Service will maintain compliance with Los Angeles County Code Chapter 2.206, which is attached hereto as Exhibit E and incorporated herein by this reference.

4. **Exhibits to Agency Terms of Service**: Exhibit A (Jury Service Ordinance), Exhibit B (Contractor's EEO Certification), Exhibit C (IRS Notice 1015), Exhibit D (Safely Surrendered Baby Law), and Exhibit E (County's Defaulted Property Tax Reduction Program), attached hereto and incorporated by this reference, are added to the Agency Terms of Service.

5. **Amendments**: This Amendment shall only be amended upon written agreement executed by both parties.

6. **Arm's Length Negotiation**: This Amendment is the product of an arm's length negotiation between Nixle and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Amendment is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

7. **Authorization Warranty**: Nixle represents and warrants that the person executing this Amendment for Nixle is an authorized agent who has actual authority to bind the Nixle to each and every term, condition, and obligation of this Amendment and that all requirements of Nixle have been fulfilled to provide such actual authority.

8. **Modifications to Agency Terms of Service**: Nixle agrees that to the extent any change to the Agency Terms of Service conflicts with this Amendment, the terms of this Amendment shall supersede such change or addition.

9. **Right and Remedies**: The rights and remedies of County provided in any given Section of the Agency Terms of Service or this Amendment are non-exclusive and cumulative with any and all other rights and remedies under the Agency Terms of Service, under this Amendment, at law, or in equity.

10. **Validity**: If any provision of this Amendment or the application thereof to any person or circumstance is held invalid, the remainder of this Amendment and the application of such provision to other persons or circumstances shall not be affected thereby.

11. **Waiver**: No waiver by a party of any breach of any provision of this Amendment shall constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Amendment shall not be construed as a waiver thereof.

12. **Entire Agreement**: This Amendment shall constitute the entire agreement between the parties with respect to the Agency Terms of Service and shall supersede all prior agreements and understandings between Nixle and County, both written and oral, including any click-through agreement previously executed by County, with the respect to the Agency Terms of Service.

AMENDMENT NUMBER ONE
TO
NIXLE'S AGENCY TERMS OF SERVICE

IN WITNESS WHEREOF, Nixle has executed this Amendment, or caused it to be executed by its duly authorized officer, and the County, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof.

NIXLE, LLC

By_____
Craig Mitnik, CEO

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By_____
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

63 JUN 29 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

77321

nixle

Registered Residents Sign In Here Not a Registered Resident? Sign Up Now!

Agency Terms of Service

Consumer Terms

Agency Terms

PLEASE READ THESE TERMS OF SERVICE AND THE PRIVACY POLICY BEFORE YOU REGISTER TO USE OUR SERVICES. BEFORE YOU MAY ACCESS OR USE OF ANY OF THE FUNCTIONALITY PROVIDED BY THIS WEB SITE INCLUDING THE PUBLIC PUBLISHING TOOLS, YOU MUST INDICATE YOUR ACCEPTANCE OF THESE TERMS OF SERVICE. YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE, WHICH GOVERN YOUR USE OF THE SERVICE AND WEB SITE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

I. General Terms Applicable to Authorized Government and NGO Users (Municipal Wire)

The following terms and conditions in this Section I are applicable to both Organizations and Authorized Users, each as defined below. Sections II and III contain terms applicable to Organizations and terms applicable to Authorized Users, respectively. The terms and conditions in Sections II and III are part of this Terms of Service and will apply to Authorized Users or Organizations, as applicable, and are in addition to and not in lieu of the terms and conditions contained in Section I. These Terms of Service must be accepted by an official within the Government agency, or not-for-profit organization that is authorized to bind organization/agency prior to any use of the Service by any Authorized User.

Organizations Eligible to Use the Services

The Services are available only to government entities, legally incorporated, not-for-profit entities, including educational institutions, and other established community organizations recognized as such by the applicable city or county, that have satisfied our authentication criteria ("Organizations"); and may only be used by individuals designated by such Organizations ("Authorized Users"). Collectively, Organizations and Authorized Users shall be referred to as "You" or "you." The Services are offered to more than one Organization; accordingly, these Terms of Service are non-exclusive, and nothing in these Terms of Service will be construed to prevent us from allowing other Organizations or third parties selected by us to use the Services.

Description of Service

The Nixle services (the "Services") are offered through this web site (the "Web Site") by Nixle, ("we" or "us"). The Services include any offerings on this Web Site or any web site affiliated with Nixle. The Services are intended to facilitate organizations' ability to publish and send messages ("Communications") to individuals ("Recipients") by SMS text messge, email, and online ("The Municipal Wire" located at www.nixle.com.)

Intellectual Property Rights

All text, software (including source and object codes), visual, oral or other digital material, photographs, information, data, graphics and all other content of any description included in the Services, excluding information included in the definition of "your information" in the "Grant of License" section (collectively, the "Content"), and all copyrights, trade marks, service marks, patents, patent registration rights, trade secrets, know-how, database rights, and all other rights in or relating to the Services and the Content (collectively, the "Intellectual Property") are owned by us, or by our licensors, and are protected by copyrights, trademarks, service marks, international treaties or other proprietary rights and laws of the United States of America ("U.S."). The Services and the Content are also protected as a collective work of Nixle, LLC or compilation under U.S. copyright and other laws and treaties. No Content or Intellectual Property may be copied, modified, published, broadcast, or otherwise distributed without our prior written permission.

You may only use the Content, the Services, or the Intellectual Property as expressly permitted by

these Terms of Service and for no other purposes. Any reproduction permitted under this Terms of Service must contain the following notice: "Copyright Nixle, LLC - All rights reserved."

Except as expressly provided in these Terms of Service, nothing contained herein shall be construed as conferring upon you any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights, laws or treaties. Furthermore, you may not use any of our trademarks, trade names or service marks in any manner that creates the impression that such names and marks belong to, or are associated with, you or are used with our consent, and you acknowledge that you have no ownership rights in and to any of these names and marks. All present and future rights in, and title to, the Services (including database rights and the right to exploit the Services and any portions of the Services over any present or future technology) are reserved to us for our exclusive use.

Grant of License

You grant us a nonexclusive, royalty-free, world-wide and perpetual right and license to (i) copy, display, disseminate, publish, translate, reformat derivative works from any Communication and anything that you publish or post by SMS, email, on the Web Site; or by using the Service ("your Information"); (ii) display (in the broadest sense of the word) your information as we may determine in our sole discretion; (iv) disclose your information subject to the terms of the Privacy Policy, as we may update it from time to time, and (v) use your trademarks or other logos, trade names or service marks solely as part of our marketing efforts for the Service, and as part of any Communications to Recipients who have registered to receive them and any other web sites or online services where we display Communications from your organization

As a authorized user of Nixle, you are granted a personal, nonexclusive, nontransferable, non-assignable, revocable, limited license to access and use the Web Site, Services and Content for Authorized Use only and not for commercial purposes. "Authorized Use" means your use for non-profit or informational purposes, but **DOES NOT** include (a) using the Content, or parts of the Content, to create your own database for the purposes of communicating with Recipients without using the Nixle Services, (c) using the Services, Content, or parts of the Content, for for-profit gain for any party, individual or entity, or (d) the posting, publication, transmission, or dissemination of the Content, or parts of the Content, in digital or electronic form by means of the World Wide Web, electronic mail, any online services, or any other medium now existing or hereafter developed. Otherwise, you may not duplicate, transmit, redistribute or publish the Content, or parts of the Content. You may not use any network monitoring or discovery software to extract information about usage or Authorized Users of the Services. You may not use any robot, spider, other automatic device or manual process to monitor or copy the Content. Any violation of the foregoing provisions constitutes unauthorized use and may result in immediate suspension or termination of the Services, as well as civil or criminal liability.

Links

Links to all third-party Web Sites are provided solely as a convenience to you and not as an endorsement by us or by the operator of this Web Site of the third party or of the content contained on the third-party Web Site. We do not monitor third-party Web Sites. We do not assume any responsibility for the content of linked third-party Web Sites or make any representation regarding the accuracy of materials on such third-party Web Sites. If you choose to access a linked third-party Web Site, you do so at your own risk.

Security

You agree to comply with any rules of operation and security procedures for the Services established by us from time to time. You agree that you will not attempt to gain or allow access to any data, files or programs to which you are not entitled under these Terms of Service, and that if such access is obtained you will immediately inform us and return such materials to us. You agree to notify us immediately upon any suspension or termination of an Authorized User ability to use the Services.

Remote Publishing

If you decide to add media@nixle.com (optional) to your media email distribution list, you agree to allow Nixle to directly publish any media release you send to us under your name. Nixle reserves the right to send the communication by text message, email, or over the web. Nixle will always use best judgment in determining whether the release should be put to out to recipients as an alert, advisory, community, or traffic notification. Nixle will also limit the editing of any release it receives. Editing of any

release will be limited to fit the format of the Nixle publication tools, including the 117character SMS/Headline message. You also agree that the same terms and conditions apply if you choose to have Nixle remotely publish any information on your behalf.

Termination

Either party may terminate these Terms of Service for convenience on thirty (30) days written notice to the other party. Once you provide written notice of your intent to terminate, (a) You should refrain from accessing or otherwise using the Web Site and Services; and (b) we may deny you access to the Web Site and Services after such notice period concludes. In addition to our right to terminate for convenience, we may terminate your access to the Web Site and Services immediately in the event of your breach of these Terms of Service.

Disclaimers

THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS " BASIS. WE, OUR SERVICE PROVIDERS AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY OR INTEGRATION.

NEITHER WE NOR OUR LICENSORS make any representation, warranty or guarantee (1) regarding the reliability, usefulness, adequacy, suitability, completeness, timeliness, or validity of the Services or the Content, Nor (2) that the web site or the site that hosts the web site are free from ANY COMPUTER VIRUSES, "WORMS" OR "TROJAN HORSES," ANY OTHER TYPE OF DESTRUCTIVE OR MALICIOUS COMPUTER CODE (BY WHATEVER NAME IT IS CALLED), OR ANY UNAUTHORIZED COMPUTER CODE WHICH IS ATTACHED TO, OR MADE A PART OF, THE SERVICES OR THE CONTENT BY ANY PERSON, GROUP OR ORGANIZATION. Neither we, OUR SERVICE PROVIDERS nor our licensors are responsible for the content of any information, communication, or material developed, posted, or uploaded by a third party. NEITHER WE NOR OUR LICENSORS control such information, communication or material, OR have any responsibility to you or any other party for the content of any information, communication, or material on this Web Site, including but not limited to errors or omissions.

No Endorsement

We provide the public communication service "The Municipal Wire" as a civic service to the public at no cost to you, or your recipients. Nixle warrants that the "Municipal Wire" service **will always** be at available to you and your recipients at **no cost** The Services are solely for the purposes of allowing Authorized government and not-for-profit users to send public communications to Recipients. The inclusion of any entity, including without limitation, organizations or person, including without limitation an Authorized User, in the Services or the Content does not constitute a representation, warranty, or endorsement with respect to the competence, suitability, or reliability of such organization or person by us.

Indemnity

Except to the extent prohibited by relevant law or regulation, you agree that you will indemnify, defend and hold us harmless from any and all claims or suits (including, without limitation, reasonable legal fees and expenses) that arise out of your breach of these Terms of Service.

Limitation of Liability

NEITHER WE NOR ANY OF OUR SERVICE PROVIDERS, OR LICENSORS SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE SERVICES OR CONTENT. WE, OUR SERVICE PROVIDERS AND OUR LICENSORS DISCLAIM ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES), RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THE CONTENT, INCLUDING, WITHOUT LIMITATION, (A) ANY THIRD PARTY WEB SITES, SERVICES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH THE SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN THE SERVICES); (B) THE TERMINATION OF YOUR ACCESS TO THE SERVICES; (C) ANY

ERRORS IN OR OMISSIONS FROM THE CONTENT (INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS); (D) THE COMPLETE OR PARTIAL UNAVAILABILITY OF THE SERVICES OR THE CONTENT; (E) YOUR USE OF, OR INABILITY TO USE, THE SERVICES; (F) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SERVICES; (G) ANY COMPUTER VIRUSES, "WORMS" OR "TROJAN HORSES," ANY OTHER TYPE OF DESTRUCTIVE OR MALICIOUS COMPUTER CODE (BY WHATEVER NAME IT IS CALLED), OR ANY UNAUTHORIZED COMPUTER CODE WHICH IS ATTACHED TO, OR MADE A PART OF, THE SERVICES OR THE CONTENT BY ANY PERSON, GROUP OR ORGANIZATION; OR (H) ANY ACTIONS TAKEN OR OMISSIONS MADE BY ANY AUTHORIZED USER OR RECIPIENT, INCLUDING, WITHOUT LIMITATION, ANY ACTIONS TAKEN OR OMISSIONS MADE BY ANY AUTHORIZED USER OR RECIPIENT AS A DIRECT OR INDIRECT RESULT OF THE SERVICE.

The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law and specifically will not limit any liability for gross negligence, intentional tortuous or unlawful conduct.

Restrictions on Linking and Framing Activities

We are concerned about the integrity of the Web Site when it is accessed in a manner solely determined by third parties or viewed in a setting solely created by third parties. Therefore, we prohibit caching, unauthorized hypertext links to any page of the Web Site other than the home page (generally known as "deep linking"), and framing. We reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the content available on any other Internet sites linked to the Web Site. Access to any other Internet sites linked to the Web Site is at the User or Organization's own risk.

Authorized Third Parties

We reserve the right to allow third parties to provide any necessary services to us and/or to Authorized Users to enable us to provide the Services.

Electronic Communications

When you use the Web Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically or by text message. We will communicate with you by e-mail or by posting notices on the Web Site/s. These communications are intended to advise you of new functionality, new services, and or other important information pertaining to your use of the service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing

Remedies for Violations

We reserve the right to seek any and all remedies available at law, in equity or otherwise for violations of these Terms of Service, including, but not limited to, the right to block access to the Services from a particular Internet address.

Governing Law and Jurisdiction

These Terms of Service are governed by, and construed in accordance with, the laws of the United States without giving effect to its conflicts-of-law principles. You agree to submit to the personal jurisdiction of the courts located where your agency/organization is incorporated, with respect to any legal proceedings that may arise in connection with the Services or from a dispute as to the interpretation or breach of these Terms of Service.

General

The definition of the term "Service" in this Agreement includes the Web Site, the Communications functionality and the Content.

These Terms of Service constitute the entire agreement with respect to your access to, and use of, the Services. If any provision of these Terms of Service is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

We reserve the right to change these Terms of Service at any time. Any changes to these Terms of

Service are effective immediately. You are responsible for regularly reviewing these Terms of Service. Continued use of the Service after any such changes constitutes your consent to such changes.

The section headings in these Terms of Service are used solely for convenience and have no legal or contractual significance.

Notwithstanding any other provisions of these Terms of Service or any general legal principles to the contrary, any provision of these Terms of Service that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms of Service.

Modification and Notification of Changes

Nixle reserves the right to make changes to the Web Site/s, related policies and agreements, this TOS and the Privacy Policy at any time. If we make a material modification to this TOS or the Privacy Policy, we will notify you by: (i) sending an e-mail to the address associated with your account. We are not responsible for your failure to receive an email due to the actions of your ISP or any e-mail filtering service; therefore, you should add nixle.com to the list of domains approved to send you e-mail (commonly known as your "whitelist"); and (ii) displaying a prominent announcement above the text of this TOS or the Privacy Policy, as appropriate, for thirty (30) days, with (i) and (ii) being deemed sufficient notification, of such changes.

After notice of a modification to the TOS or the Privacy Policy has been changed for 30 day, and you have not visited the Web Site for more than 30 days, you should check for any modifications to the TOS or Privacy Policy prior to any further use of the Site. If you choose to continue using the Web Site and the Services, you agree that by doing so you will be deemed to accept the new TOS or Privacy Policy, as relevant.

II. Terms Applicable Specifically to Authorized Users

Registration; User ID, Password and Access to the Service:

Your registration constitutes an application for your organization to use the Nixle Service. After you request enrollment as an "authorized municipal wire user" we will review your application to confirm your eligibility to use the Services. We reserve the right to refuse service to anyone, including any particular individual designated as an authorized user, for any reason at any time. When you enroll to use the service, you agree to provide us with accurate, complete information. It is your responsibility to inform us of any changes to such information. You will create a user ID and password to access the services, and each individual you designate as an authorized user will create a distinct user ID and password. You are responsible for all use of the services by anyone accessing the services through your user ID password, or any of your organization's authorized users' passwords, and you will defend, indemnify and hold us harmless from and against any and all claims, liabilities or expenses arising out of any such use of the Services. If you become aware of any unauthorized use of an account, you will notify us immediately.

Conduct

You are solely responsible for the content of any Communications sent from any Authorized Users granted access to the Services through your Organization and your information and you warrant that you have all legal rights and licenses necessary for you to grant us a license to your information. In connection with the Services and Content, you will not: (a) act in an unwanted, threatening, harassing, abusive or offensive manner toward any Authorized User or Recipient; (b) use any the Services for political, commercial or advertising purposes; (c) harm or exploit minors in any way, which includes requesting personal or other information; (d) post, submit or otherwise do anything with the Services, Content, or Web Site that is unlawful, harmful, tortious, defamatory, profane, obscene, libelous, or hateful to the average user; (e) act in a racially, ethnically, or otherwise objectionable manner; (f) collect or store personal data of any other user; (g) post or reference indecent or pornographic materials (whether in visual, textual, or audio format); (h) discuss, incite or otherwise solicit illegal activity; (i) violate or infringe upon the confidentiality, or proprietary or other rights, of any individual or third party; (j) send any communications to any user for any purpose other than Personal Use; or (k) transmit fraudulent, deceptive, or misleading communications or intercept or attempt to intercept email or other private communications not intended for you. In addition, by posting your information to the Web Site, you represent that you have all necessary rights in and to your information, and that your information

will not infringe on any personal or proprietary rights of any third parties.

Disciplinary Action for Violations

You agree to take disciplinary action against any Authorized Users (i) permitting non-Authorized Users to use the Services or (ii) using the Services to post messages or send Prohibited Communications.

Recipient Information

All personal information from registered users is kept confidential and is owned expressly by Nixle, LLC. Personal information from users will not be sold nor will it be used for direct marketing purposes. Nixle agrees to provide to you, upon request, numerical user count information for your jurisdiction. If at any point the Nixle service becomes unavailable, you will then automatically be provided with a complete list of all of your users, along with name, contact numbers, and address. At that point you will expressly own that user information.

Independent Contractors

Our relationship is that of independent contractors. These Terms of Service shall not be construed as creating an employer/employee, agency or joint venture relationship between the parties.

III. Terms Applicable Specifically to Authorized Users

Prohibited Communications

You understand and agree not to use any functionality provided by the Web Site to post messages or initiate Communications that:

(i) Contain any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law;

(ii) Contain any sort of commercial advertisement;

(iii) Impersonate others or provide any kind of false information;

(iv) Contain personal information such as non-official contact information;

(v) Contain messages by non-Authorized Users purporting to speak on behalf of Organization or containing confidential information or expressing opinions concerning Organization or Nixle;

(vi) Contain messages that offer unauthorized downloads of any copyrighted or private information

(vii) Are multiple messages restating the same point;

(viii) Are chain letters of any kind; or

(ix) Are identical (or substantially similar) messages to multiple recipients advertising any product or service, expressing a political or other similar message, or any other type of unsolicited commercial message;(collectively, "Prohibited Communications").

No Additional Legal Obligations

The parties agree that entering into this Agreement does not impose on Nixle any legal requirements not explicitly indentified in this agreement.

Craig L. Whitnack 5/23/10

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT B

CONTRACTOR'S EEO CERTIFICATION

NIXLE, LLC. CRAIG R. MITNICK

Contractor Name

3000 ATRIUM WAY SUITE 102 MT. LAUREL, N.J. 08054

Address

TB PROVIDER

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☑	No ☐
2.	Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☑	No ☐
3.	Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☑	No ☐
4.	Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☑	No ☐

CRAIG R. MITNICK, FOUNDER & CEO

Authorized Official's Printed Name and Title

Authorized Official's Signature

5/23/10

Date

EXHIBIT C

IRS NOTICE 1015
(Obtain latest version from IRS website)
http://www.irs.gov/pub/irs-pdf/n1015.pdf

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than $39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?
You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

5/23/10

EXHIBIT D

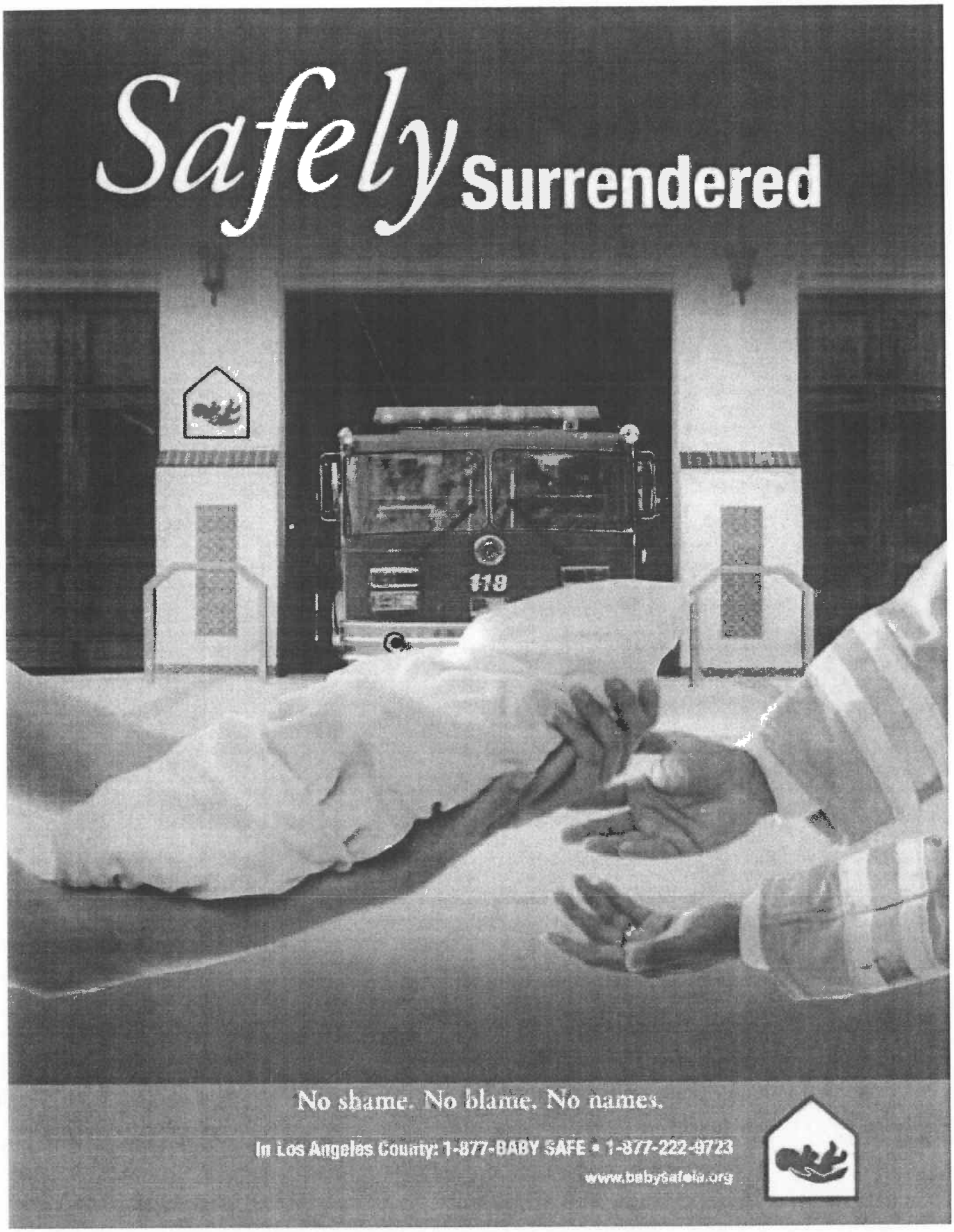
Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT D

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT D

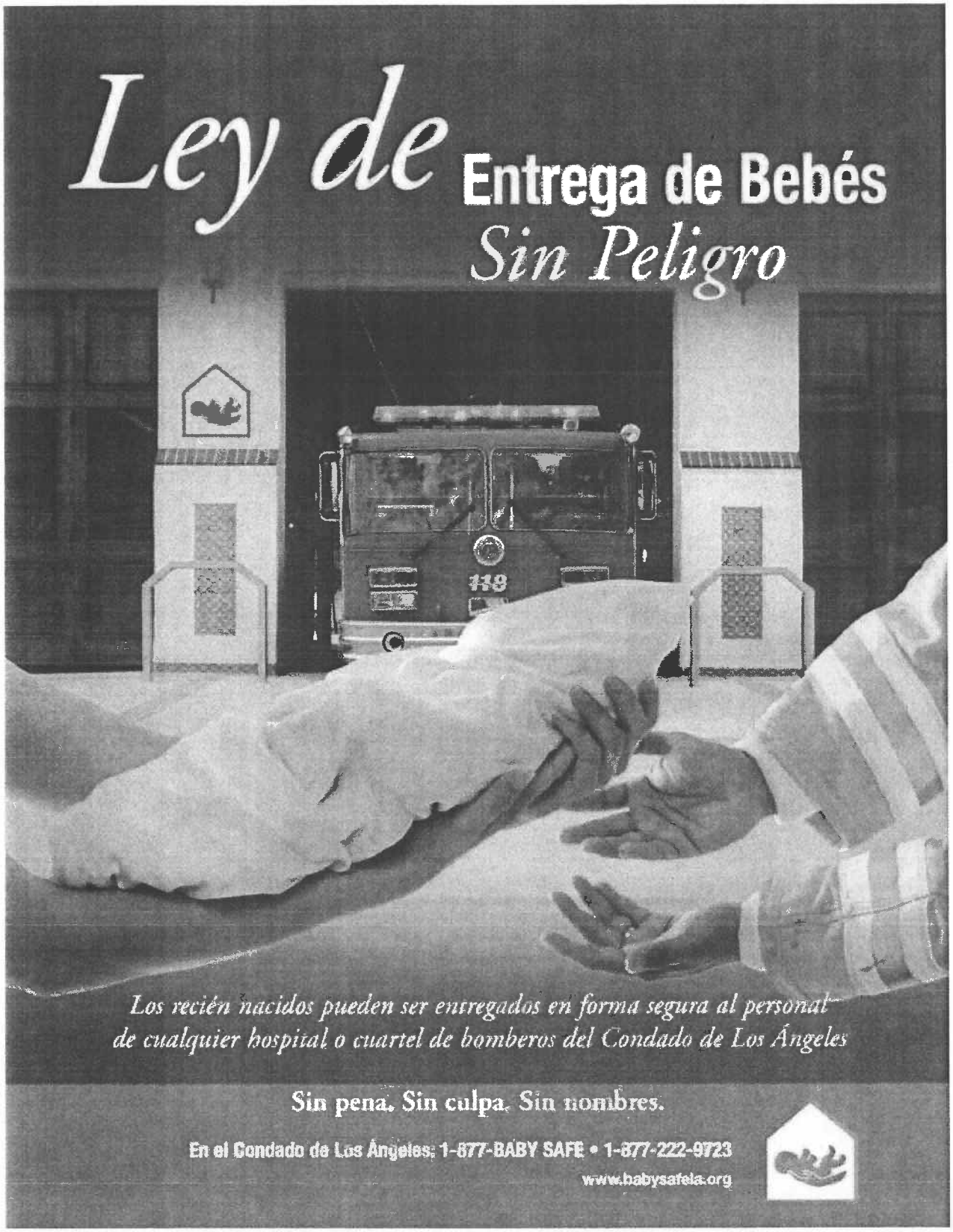
Ley de Entrega de Bebés Sin Peligro
119
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT D

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes; que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Title 2 ADMINISTRATION
Chapter 2.206.010 through 2.206.080
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009

Craig D. Whitnell 5/23/10

CIO ANALYSIS

AMENDMENT NUMBER 1 TO A ZERO-COST SUBSCRIPTION SERVICES AGREEMENT WITH NIXLE, LLC TO PROVIDE WEB-BASED COMMUNITY INFORMATION SERVICES

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:
☐ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☒ Other

New/Revised Contract Term: Base Term: N/A Yrs # of Option Yrs N/A

Contract Components:
☐ Software ☐ Hardware ☐ Telecommunications
☐ Professional Services

Project Executive Sponsor: David Betkey, Chief, Technical Services Division

Budget Information :

Y-T-D Contract Expenditures	$ 0
Requested Contract Amount	$ 0
Aggregate Contract Amount	$ 0

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☐	☒	Is this project subvented? If yes, what percentage is offset?
☒	☐	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? This amendment to Nixle's Agency Terms of Service will allow any County department to utilize Nixle's Municipal Wire to publish and send messages to registered subscribers by SMS text message, email and online communications.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan? The intent to pursue the use of Nixle's Municipal Wire services was identified in the Department's FY 2010-11 Business Automation Plan.

Yes	No	Question
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The subscriber-based social media solution is consistent with the type of community services described in the County's e-Government Service Delivery Model.
☐	☒	Does the project technology solution comply with preferred County of Los Angeles IT Standards? The County has not established standards for subscriber-based social media services.
☐	☒	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

Nixle offers zero-cost community-based notification services to registered subscribers who opt-in to receive community and other public advisories.

Amendment One to Nixle's Agency Terms of Service (Amendment) will allow the Sheriff's Department and other County departments to:

- Use Nixle's Municipal Wire and NewsDesk services, at no cost, to send notifications, advisories, and alerts to community subscribers; and
- Ensure that Nixle and its services provided under this Amendment comply with Board contract policies and requirements.

Background:

Nixle's Municipal Wire is the first identity-certified and secure location-based communication service for over 3,800 law enforcement and government agencies to communicate with registered subscribers. Additionally, Nixle's NewsDesk services will allow the Sheriff and County departments to publish and send press releases and advisories to targeted registered subscribers by community.

While Nixle has a published Agency Terms of Service, this Amendment will ensure that Nixle is in compliance with all Board, Chief Executive Office (CEO), and County Counsel requirements. The Chief Information Officer and County Counsel have reviewed and approved this Amendment to Nixle's Agency Terms of Service.

Project Justification/Benefits:

This Amendment will allow the Sheriff's Department and other County departments to utilize Nixle's Municipal Wire and NewsDesk services at zero-cost over an indefinite term until terminated by either party with a 30-day advance written notice. These services will enable the

Sheriff's Department and other County departments to publish and send community notifications, advisories and alerts without having to develop and maintain any hardware or software within the County.

Project Metrics

The service levels and performance measurements are described in the Agency Terms of Service, as well as the Amendment, and include the following:

- Archiving of all communications issued within the past 24-months;
- Preventing use of the County Seal and Sheriff's logo, without prior written consent from the County or Sheriff respectively;
- Defined procedures to only allow authorized County users to approve access and grant publishing rights;
- Compliance with all Board, CEO, and County Counsel requirements; and
- Provision of services at zero-cost to County departments indefinitely, unless terminated by either party with a 30-day advance written notice.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved

This service will provide County departments with a zero-cost location-based communication service for community notifications, advisories, and alerts. During emergencies, this service can be used by the County to complement Alert LA emergency notification services by keeping affected communities informed.

Alternatives Considered:

None.

Project Risks:

There is minimal project risk since the terms of the Amendment have been reviewed and approved by County Counsel, CEO Risk Management, and the Chief Information Officer. Additionally, the County reserves the right to terminate its use of the service with a 30-day advance written notice.

Risk Mitigation Measures:

None.

Financial Analysis:

All services described in this Amendment will be provided at no cost to the Sheriff's Department or County departments indefinitely.

CIO Concerns:

None.

CIO Recommendations:

My Office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: 6/8/10

Prepared by: Peter Loo

Date: 6/14/10

Approved: Greg Melendez

Date: 6/16/2010