

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: John Brand, Senior Management Analyst 

DATE: August 11, 2008 (CC Meeting of 8/20/2008)

SUBJECT: Consider Memorandum of Understanding Between the Ventura County Sheriff's Department and the City of Moorpark Regarding Reverse 911 System Emergency Telephone Notification

SUMMARY

In the event of an emergency, one of the most critical components in an effective response is the City's ability to communicate quickly with its citizens. The Council is being asked to approve a Memorandum of Understanding (MOU) with Ventura County that would enable the City to use a emergency notification system known as REVERSE 911[®]. This could be effective in rapidly alerting residents and businesses about imminent public safety issues including missing/abducted children, weather emergencies, evacuations, serious crimes, and similar incidents. When these events occur, the ability to communicate quickly and effectively helps to protect lives and property in Moorpark.

BACKGROUND

After the 2003 Simi Fire, the 2006 Shekell Fire, and other local disasters, the Ventura County Sheriff's Department Office of Emergency Services (OES) began investigating the public notification systems available to improve communications in the county during disasters. A working group was formed consisting of OES, County Information Technology Services, additional county departments, emergency services representatives from cities, and other agencies. Various types of public notification systems were reviewed. Following county procurement policies, REVERSE 911[®] was selected by the County as its vendor, with the understanding that cities may be able to participate with the program.

The REVERSE 911[®] (R-911) system is capable of geographic or list calling, remote accessibility, and other features for high-volume calling solutions for emergency notifications. R-911 was used with considerable success in San Diego County and locally in the Piru area during recent fires.

Seven cities including Moorpark, Oxnard, Camarillo, Ojai, Santa Paula, Fillmore and Port Hueneme are considering the R-911 MOU with the County. Two cities have their own systems: Simi Valley uses "Rapid Notify"; and San Buenaventura uses "Code Red" for their high-volume calling solutions, and Thousand Oaks is considering procuring its own system.

DISCUSSION

Currently, the City's public emergency notification capabilities are limited. The City's primary mechanism to reach large segments of the population is through the local news media. Although the various news organizations provide invaluable services in keeping people informed, there is a delay in the time between the event and the reporting of the event. Additionally, many people do not read newspapers, or tune in to MPTV10, or watch the local TV news, or listen to local radio stations, or check the news on the Internet. As a result, the established mass communications with the public may not be as effective and timely as necessary in the event of an emergency.

Most Moorpark residents/families have telephones or similar devices to accept calls and messages. If the City could communicate through the telephone systems, then the City would be able to reach large numbers of people very quickly.

REVERSE 911[®] can deliver messages via many standard communications devices. These include:

- land lines
- cell phones
- alpha and digital pagers
- pda's
- email
- fax
- tty/ttd protocol to alert the hearing impaired.

Telephone companies AT&T and Verizon provide the Ventura County R- 911 database with both listed and unlisted landline telephone numbers. Not included are cellular, Voice Over Internet Protocol (VoIP), or TTY numbers. Residents may register those phone numbers online at www.ventura.org, the City website www.ci.moorpark.ca.us, or by calling the Ventura County Sheriff's Office of Emergency Services R-911 Public Information Hotline (805) 648-9283. Registration can also be mailed to: Ventura County Sheriff's Office of Emergency Services 800 South Victoria Avenue #3450 Ventura, California 93009.

The REVERSE 911[®] Emergency Communications Network would allow the City to target a specific area of the community, and provide a voice message to all of the telephones registered in that geographic area. As indicated above, cellular telephones and pagers can also be included in the database for communication. With REVERSE 911[®], the City of Moorpark will be able to send telephone messages to citizens throughout the City, or to specific areas within the City within a matter of minutes.

REVERSE 911[®] is essentially a service provider. To utilize their services does not require the purchase of capital equipment. Once access to the system is secured, the City of Moorpark will have the ability to:

2. Define the calling list using the REVERSE 911[®] mapping tool;
3. Record the message; and
4. Launch the calls.

REVERSE 911[®] was originally developed for public safety agencies and emergency management groups. It has grown to include many different types of organizations for a wide variety of circumstances. According to its website, the multiple uses of the REVERSE 911[®] system include:

Law Enforcement departments can effectively use REVERSE 911 to enhance public awareness, improve relations between community and police for heightened trust. Possible uses include:

- | | |
|--|---|
| <input type="checkbox"/> Crime prevention alerts | <input type="checkbox"/> Investigation assistance |
| <input type="checkbox"/> Check and credit card fraud | <input type="checkbox"/> Abduction and hostage situations |
| <input type="checkbox"/> Bomb threats | <input type="checkbox"/> Prison escapes |
| <input type="checkbox"/> Gang activity reports | <input type="checkbox"/> Jury call-offs |
| <input type="checkbox"/> Arson investigations | <input type="checkbox"/> Sexual offender notices |

Public Safety agencies can improve responsiveness and safety dramatically with REVERSE 911. Possible situations that would warrant use of the system include:

- | | |
|--|--|
| <input type="checkbox"/> Emergency notification | <input type="checkbox"/> Evacuation and return notifications |
| <input type="checkbox"/> Community policing | <input type="checkbox"/> Natural disasters |
| <input type="checkbox"/> Hazardous material releases | <input type="checkbox"/> Search and rescue operations |
| <input type="checkbox"/> Inclement weather | |

Utility (nuclear, electric, gas, etc.), **Transportation** (airlines, railroads) and **Chemical Manufacturing** industries can benefit from installing REVERSE 911 by improving public relations through better communications, and by reducing liability in the event of a major accident. Possible uses include:

- | | |
|---|---|
| <input type="checkbox"/> Emergency notification | <input type="checkbox"/> Service availability announcements |
| <input type="checkbox"/> Work crew call-in | <input type="checkbox"/> Community surveys |
| <input type="checkbox"/> Supplier faxing | <input type="checkbox"/> Employee bulletin board |
| <input type="checkbox"/> Media notification | |

Health Care facilities can improve service and response-time with REVERSE 911. Possible uses include:

- On-call staff call-in
- Appointment reminders
- Special program announcements
- Out-patient health verification
- Media relations
- Emergency blood donation requests

State and Local Governments can use REVERSE 911 for a multitude of purposes, including:

- Response to industrial accidents
- Preparation for predicted weather
- Citizen surveys
- Business surveys
- Community event reminders
- Road closing announcements

Military and Homeland Defense Operations use REVERSE 911 to rapidly notify commanders, on- and off-duty personnel and housing areas for:

- Base/battle staff recalls
- Homeland security threats
- Emergency base announcements
- Natural disasters
- Crisis action team recalls
- Special team mobilizations
- Weather advisories
- Accident/emergency medical alerts
- HAZMAT response

However, the Ventura County Sheriff's Department Office of Emergency Services developed the attached policies and guidelines (Attachment 2, Exhibit A) limiting activation of the REVERSE 911® system to events that meet certain criteria including:

- A. Evacuation Notices
- B. Hazardous Material Releases
- C. Community Policing
 - a. AMBER Alerts
 - b. Endangered missing adults
 - c. investigative canvassing
 - d. prisoner escape
- D. Public Health Alerts
 - a. Boil-Water Alerts
 - b. Biting Animal Alerts
 - c. Infectious Disease Outbreaks
 - d. Heat Advisories to Vulnerable Populations
- E. Severe Weather Events
- F. Other Threats to Public Health or Safety

These policies and guidelines were ratified and approved on June 17, 2008, by the Ventura County Board of Supervisors.

If approved, County Office of Emergency Services will conduct REVERSE 911® system training for City staff, monthly R-911 system tests, and a Ventura County R-911 Users Group will meet quarterly to maintain staff and system readiness.

If approved, City staff will be able to activate the R-911 system from computers located at City Hall, the EOC, and remotely from certain City notebook computers. The City would be able to launch sessions on its own, following the Policies and Procedures outlined in Attachment 2, Exhibit A. The County will train certain police and fire staff.

Federal grants are paying for much of approximately \$150,000 in procurement and startup costs. The County authorized a staff position to maintain the databases, maps, and administer the R-911 system. The annual operating cost is projected to be \$49,152.31 for all participating agencies in Ventura County.

FISCAL IMPACT

In FY 2008-2009, Moorpark's cost to access R-911 capability would be \$1,474.57. Sufficient funds are included in the approved Emergency Management budget to pay for this service. This would be a recurring annual expense. Cost to the cities is based on the population size of the community.

STAFF RECOMMENDATION

Approve the Agreement subject to final language approval by the City Manager and City Attorney, and authorize City Manager to sign the Agreement.

- Attachment 1: REVERSE 911® Fact Sheet
- Attachment 2: Memorandum of Understanding
- Exhibit A: System Policies and Guidelines
- Exhibit B: Reverse 911 Participating Agencies
- Exhibit C: City Reverse 911 Annual Fees
- Exhibit D: AT&T/Pacific Bell Nondisclosure Agreement
- Exhibit E: Verizon Emergency Subscriber List Information License Agreement

**VENTURA COUNTY SHERIFF'S
OFFICE OF EMERGENCY SERVICES**

Bob Brooks
Ventura County Sheriff

800 South Victoria Avenue, Ventura, California 93009

Public Information Office



FACT SHEET

CONTACT: Cynthia Elliott
TEL: (805) 654-3655
FAX: (805) 648-9258

June 25, 2008

Ventura County REVERSE 911®

System Capabilities:

The Ventura County Reverse 911® system has the ability to deliver outbound voice, text and e-mail messages to residents during emergencies using a combination of database and GIS (Geographic Information Systems) technologies.

Message Delivery Rate:

Using the on-site bank of 46 telephone lines, the Ventura County Reverse 911® system has the ability to place up to 5,520 calls per hour and up to 240,000 calls per hour utilizing the off-site Mass Call™ lines. Both time calculations are based on a 20-second voice message.

Participating Cities:

Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, and the unincorporated areas of Ventura County

Intended Use:

Evacuation notices, hazardous materials releases, community policing activities (AMBER alerts, endangered missing adults, prisoner escapes, high incidence of criminal activity, etc.), and public health emergencies

REVERSE 911® Telephone Database:

The Ventura County Reverse 911® database currently includes both listed and unlisted landline telephone numbers, but does not include cellular, Voice Over Internet Protocol (VoIP), or TTY numbers.

Registration for Cellular, VoIP, or TTY Numbers:

Residents may register phone numbers online, by mail or by calling the Ventura County Sheriff's Office of Emergency Services Reverse 911® Public Information Hotline.

To register information online, please visit the County of Ventura webpage at www.countyofventura.org, click on the *Disaster Information* link and then on the REVERSE 911® logo.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE VENTURA COUNTY SHERIFF'S DEPARTMENT AND
THE CITY OF MOORPARK REGARDING REVERSE 911 SYSTEM EMERGENCY TELEPHONE NOTIFICATION

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 11th day of July, 2008, by and between the Ventura County Sheriff's Department ("VCSD") and Moorpark ("City"). VCSD and the City may be collectively referred to as "Parties" or in the singular as "Party," as the context requires.

RECITALS

The VCSD and the City have entered into this MOU with reference to the following facts and circumstances:

WHEREAS, the Ventura County Sheriff's Department's Office of Emergency Services purchased the Reverse 911 Emergency Telephonic Notification System ("Reverse 911") through federal hazard mitigation funds and state homeland security funds with contributions from other county agencies; The Reverse 911 system includes three years of support and mass calling capabilities that were paid in advance; Reverse 911 is primarily a telephonic information delivery system intended to provide notification in the event of an emergency and for the delivery of actionable information intended to enhance public safety; Reverse 911 is intended to be used in conjunction with existing notification systems and should only be used for situations deemed appropriate for residential notification as defined in the Policies and Guidelines (Exhibit A); and

WHEREAS, it is intended that the Reverse 911 system be shared regionally by participating county agencies and cities as defined in Exhibit B. It is anticipated that each of these entities will enter into an MOU or be subject to the Reverse 911 policy of the County of Ventura similar to this MOU. An entity that enters into such an agreement or that is subject to the Reverse 911 policy of the County of Ventura is an "agency" or "participating agency" as those terms are used in this MOU.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. PURPOSE

The purpose of this MOU is to establish mutually agreeable guidelines for the use of the Reverse 911 system.

2. TERM OF MOU; TERMINATION; OTHER MOU'S

This MOU shall be effective when it is signed by both Parties. This MOU will remain in force and effect until such time as a Party withdraws from participation in Reverse 911, violates the terms of the MOU, or when Reverse 911 is no longer used as the notification system by VCSD.

VCSD may terminate portions of this MOU with or without cause as permitted by law upon written notice given to the City as required by Section 3 below. The termination or modification notice must

be in writing and unless agreed to otherwise by both parties be given no later than April 1st of any year, to be effective on July 1st of the same year.

The City will be charged accordingly for system maintenance on an annual basis as defined in Exhibit C. Any additional training or projects above and beyond the normal scope of program administration will be billed to the cities on an as needed basis. Annual updates to Exhibit C will be given no later than April 1st of any year, to be effective on July 1st of the same year.

The term and scope of this MOU is not dependent upon the execution or existence of any other MOU between VCSD and any other agency, nor the terms of any such MOU, nor the termination of any such MOU.

3. NOTICE

Any communication required during the term of this MOU, including, without limitation, notice of termination, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

Notice to VCSD: Sheriff's Office of Emergency Services, Manager
800 S. Victoria Avenue #3450
Ventura, CA 93009

Notice to the City: Steve Oueny, City Manager
799 Moorpark Avenue
Moorpark, CA 93021

Any Party who desires to change its address for notice may do so by giving notice as described above.

4. PARTICIPANT RESPONSIBILITIES

- A. The City will designate a System Administrator (SA). The System Administrator will be the primary contact from the City for VCSD concerning the Reverse 911 system. Annually, the System Administrator shall send to VCSD, in writing, the names of those personnel who are authorized by the City to activate the Reverse 911 system.
- B. The System Administrator will be responsible for ensuring the City adheres to the Policies and Guidelines for Reverse 911 set forth by VCSD. A copy of the Policies and Guidelines is attached to this MOU (Exhibit A). VCSD has the right to update the Policies and Guidelines at any time during the term of this MOU, at s CSD's sole discretion. VCSD will notify the City in writing within 30 days of any change to the Policies and Guidelines.
- C. Personnel authorized by the City to activate the Reverse 911 system will take all reasonably feasible precautions to safeguard system and user passwords and security systems and to prevent any unauthorized use of the system. The City will be given two

user names for accessing the Reverse 911 system. The System Administrator will be responsible for assigning personnel to a particular username.

- D. The City will not use the Reverse 911 system for purposes that could be considered “telemarketing” or “political announcements.” The City shall use the Reverse 911 system only for events or information directly related to public safety; in compliance with Public Utilities Code sections 2872 and 2891.1, and as outlined in the Policies and Guidelines document (Exhibit A).
- E. The Emergency Services Listing (ESL) is a listing of telephone numbers of residents and businesses, to be used by the Reverse 911 system. VCSD will update and maintain the ESL from information VCSD obtains from AT&T and Verizon. Verizon data will be updated weekly and AT&T data will be updated monthly, under the terms of agreements between VCSD and AT&T and between VCSD and Verizon (ESL Agreements). The City agrees to be bound by the nondisclosure portions of the ESL Agreements, as set forth in Exhibits D and E.
- F. Any agency that uses the “mass calling” feature will be responsible for any fees incurred during the use of that service. “D ass calling” is defined as using the 2,000 additional offsite telephone lines for notifying large geographic areas.
- G. VCSD shall geocode the addresses associated with a particular telephone number. Geocoding means giving the address spatial characteristics so that it will show up as a point in the mapping application. The City will have access to map layers, such as streets, rivers, cities, etc., made available and updated by VCSD with assistance from Ventura County GIS. The City may request import of additional map layers through VCSD. The City shall provide VCSD with information that will help to improve the match rate when geocoding within the City’s geographical boundaries.
- H. The City shall conduct system testing monthly. The System Administrator shall coordinate testing with the VCSD Office of Emergency Services.
- I. In the event of the City’s inability to launch a Reverse 911 session, and upon request from the City, VCSD shall provide assistance through the Office of Emergency Services (“OES”) Duty Officer (947-8210). VCSD will be authorized to launch emergency sessions for the City.
- J. If VCSD learns that a participating agency other than the City intends to use the Reverse 911 system to send notification to residents within the jurisdiction of the City, VCSD (OES Duty Officer) shall notify the City before launching the residential notification. If the County Emergency Operations Center (EOC) is activated, all Reverse 911 activations will be prioritized and launched from the EOC under direction of the EOC Director and Incident Commander.

5. TRAINING

The City shall provide each system user with an electronic copy of the Reverse 911® User Manual and a hard copy of the system training manual. VCSD, upon the City’s request, shall provide training for up to four participants from the City annually. As enhancements to the system are made available, VCSD will provide the System Administrator with additional training as needed. The

System Administrator shall disseminate this information to other trained users authorized by the City.

The City has the right to train other personnel who are not able to participate in the annual training provided by VCSD. The System Administrator shall maintain a list of all trained users and provide updates to VCSD, in writing, as they occur.

6. REGISTRATION P EB SITE

Because cellular telephone numbers and Voice over IP (VoIP) telephone numbers are not included within the ESL, VCSD shall maintain a website where Residents may register additional telephone numbers ("Registration P eb Site") and e-mail addresses. If the City maintains a public web site, the City shall provide a link to the Registration P eb Site on the City's public web site.

7. ACCESSIBILITY TO DEAF/HEARING IMPAIRED INDIVIDUALS

Because telephone numbers of Teletypewriter (TTY) users are not included within the ESL, VCSD shall maintain a website, as stated above, where Residents may register their TTY telephone numbers and e-mail addresses.

8. PERSONNEL MATTERS

In the performance of any of the services under this MOU, each of the Parties' employees shall act as independent contractors in relation to the other Party and its employees. Each Party shall assume responsibility for all personnel costs for its respective employees, including salaries, fringe benefits, overtime, workers' compensation insurance coverage, and federal and state income tax withholding, including, but not limited to, the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that such agency is required to make.

9. NO JOINT VENTURE

This MOU shall not create between Parties a joint venture, partnership, or any other relationship of association.

10. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this MOU, to bind the other Party to any obligation whatsoever.

11. MEDIA RELATIONS

The City shall send to VCSD Office of Emergency Services and s CSD's public information officer a copy of all press releases concerning Reverse 911 before dissemination to the media or to the public. In a case of significant public interest, VCSD may issue a joint press release, at its sole discretion.

12. INDEMNITY

The City shall assume the responsibility and liability for, and the City shall indemnify, defend, and hold harmless, VCSD, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by VCSD or its agents, officers, or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the City or any of its agents, officers or employees in its or their performance of services hereunder.

VCSD shall assume the responsibility and liability for, and VCSD shall indemnify, defend, and hold harmless, the City, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the City or its agents, officers, or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of VCSD or any of its agents, officers or employees in its or their performance of services hereunder.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of VCSD or the City, or any of their agents, officers, or employees in its or their performance hereunder.

It is the intent of the Parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to the Party's negligence.

13. NON-P AIVER

P aiver of any breach of, or default under, this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

14. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains all of the terms and conditions agreed upon by the Parties, and supersedes any and all oral or written communications by and between the Parties.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

15. ASSIGNMENT PROHIBITED

No Party may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

16. SEVERABILITY

If any term, covenant, or condition of this MOU is held to by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

17. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California.

18. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

20. AMBIGUITIES

The Parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against either Party.

21. INTERPRETATION OF MOU

By entering into this MOU, the Parties do not intend to violate or cause a violation of the terms of collective bargaining or other labor MOUs to which either may be a party, nor the policies, rules or regulations governing the employees of either Party. If any provision of this MOU is inconsistent with such collective bargaining or other labor MOUs, or with such policies, rules, or regulations, then the applicable provisions of such collective bargaining or other labor MOUs, and such policies, rules, or regulations shall take precedence for purposes of the construction and interpretation of this MOU.

22. AUTHORITY

The persons executing this MOU have the capacity and are authorized to execute this MOU as the representative of their respective Party, and to bind their respective Party to the terms of this MOU.

S, ER/S OFFICE OF EMERGENCY SERVICES

THE CITY OF MOORPARO

Bob Brooks, Sheriff

Steve Oueny

Director of Emergency Services

City Manager



Ventura County

REVERSE 911

System Policies and Guidelines

Sheriff's Office of Emergency Services

08

Table of Contents

I.	Purpose	3
II.	System Description	3
A.	General System Features	4
B.	Telephone Database	4
C.	Mapping and Geographic Notification	5
D.	Notification to Lists	5
E.	Mobilization of Responders	6
F.	HazMat Module	6
G.	Event Tracker	6
H.	Guardian Calling	7
III.	Events Authorized for Activation of REVERSE 911®	7
IV.	Authorized Users of REVERSE 911®	9
V.	Activation Check-list	10
A.	REVERSE 911® Emergency Notification Request Form	11
B.	Naming Sessions and Messages	12
C.	Message Content	12
D.	Session Priorities	13
VI.	System Limitations	14
VII.	Routine Testing	17

I. Purpose

The purpose of this document is to provide guidelines on the use and administration of Ventura County's REVERSE 911® system. This document is intended to serve as an overview of policies and agency roles and responsibilities. It will not provide step-by-step instructions on how to utilize the system and is not exhaustive in its description of system capabilities. The Sheriff's Office of Emergency Services (OES) will be responsible for administration and activation of the REVERSE 911® system unless otherwise defined through a memorandum of understanding.

II. System Description

REVERSE 911® is a telephonic community notification system that utilizes a combination of database and GIS technologies to deliver outbound messages in the event of an emergency. It has the capability to alert residents of a mandatory evacuation notice during a wildland fire, warn residents of impending severe weather, and request residents to shelter-in-place during a hazardous materials spill. The system allows emergency responders to pinpoint a specific geographic area and deliver the appropriate message to thousands of residents in the area simultaneously. In addition to notifying communities, REVERSE 911® can be used to mobilize first responders by function to the scene of a disaster. Administration of the system is the responsibility of the Sheriff's Office of Emergency Services.

The REVERSE 911® system is only one component of Ventura County's public warning system. The REVERSE 911® system should be used in conjunction with the other components of the system (e.g. sirens, Emergency Alert System (EAS)) as deemed fit by the Sheriff's Office of Emergency Services.

A. General System Features

- i. Ability to generate notification sessions to telephone numbers within a user-defined geographic area or a predefined list.
- ii. Ability to pre-record messages and outgoing calling sessions for subsequent use at a later time.
- iii. Ability to make TTY (Teletypewriter) calls on any or all of 46 outgoing lines.
- iv. Ability to detect and play messages to voice mail and answering machines.
- v. Ability for citizens to replay messages via a touch-tone response.
- vi. Ability to exclude any number(s) from a calling session using a geographic area or list.
- vii. Ability to send text or e-mail notifications to residents.
- viii. Ability to stop notifications in mid-session if conditions change. Users can resume the session at a later time, abort the session, revise the message and continue notifications from the point the session was suspended, or revise the message and begin notifications again from the beginning.
- ix. Ability to call telephone numbers based on the results of a previous session (e.g. Successful, Answering Machine, Call timed Out, Operator Intercept, Hung up, Fax Tone Detected).
- x. Ability to obtain real-time data on status of an outgoing calling session (not available when using MassCall). Data remains on the system for 180 days.

B. Telephone Database

- i. The Emergency Services Listing (ESL) is provided by AT&T and Verizon and includes both listed and unlisted residential and business lines.
- ii. Updates to the data are provided by Verizon on a weekly basis and AT&T on a monthly basis. The system administrator from Sheriff's OES is responsible for maintaining the Telco database.

- iii. Cell phone users can add their phone number to the database by completing a form on the County of Ventura Website (www.countyofventura.org and click on Disaster Information) or by calling 648-9283.
- iv. TTY users may add their phone number to the REVERSE 911® database on the County of Ventura Website (www.countyofventura.org and click on Disaster Information) or by calling 648-9283.

C. Mapping and Geographic Notification

- i. Mapping data is provided in ESRI shapefile format courtesy of County GIS. The centerline file is used for geocoding addresses and is updated on a monthly basis by the REVERSE 911® system administrator for OES.
- ii. Ability to pinpoint a specific geographic area and send notification to the residents within the selected area.
- iii. Ability to edit and save a geographic area for future notification sessions.
- iv. Ability to define a geographic area in terms of a distance from a specific point.
- v. Ability to assign the priority of numbers to be called based on distance or direction from a point of origin (i.e. call the closest numbers first).

D. Notification to Lists

- i. Ability to create, maintain, save, and delete an unlimited number of lists with an unlimited number of records per list for outgoing calling.
- ii. Ability to import lists requires administrator privileges; therefore, the user will be given a 3-hour window each week when administrator rights will be granted. Contact OES at 654-2551 to obtain administrator rights for importing.

- iii. Allows users to build lists for notification of vulnerable populations or special response teams (i.e. In-home care residents or public health response teams).
- iv. Ability to record a message and launch calling sessions remotely using a user-defined ID for a specific list.

E. Mobilization of Responders

- i. Ability to import a list of responders for mobilization in the event of an emergency.
- ii. Ability to contact pre-determined responders using up to 11 different phone numbers.
- iii. Ability to track the responses of individual team members (i.e. SWAT) to see whether or not they will be reporting to the scene.
- iv. Ability to record a message and launch mobilization sessions remotely using a user-defined ID for a specific team of responders.
- v. Use of the mobilization module is restricted to the Ventura County Sheriff's Department unless specified in a memorandum of understanding with an authorized user. For more information, contact the Sheriff's Office of Emergency Services at 654-2551.

F. HazMat Module

- i. Ability to draw the Isolation and Protective Action zones as defined in the North American Emergency Response Guide (NAERG or "Orange Book") associated with a particular chemical.
- ii. Ability to draw a downwind plume (user must define wind direction) and create two separate calling zones that can receive two different messages with varying instructions.

G. Event Tracker

- i. Ability to track user-defined events such as criminal activities spatially on the map.
- ii. Ability to query the accumulated dataset by user specified criteria such as: given event, date range, and geographic area.

H. Guardian Calling

- i. Ability to send calls on predefined days and times to individuals or businesses (Guardian Subscriber) to check on recipients and receive feedback on their status.
- ii. Ability to alert the predefined Guardian Responder(s) to be notified if Guardian Subscriber(s) do not correctly respond to their scheduled phone call.
- iii. Permission to use this feature must be obtained through the Sheriff's Office of Emergency Services at 654-2551.

III. Events Authorized for Activation of REVERSE 911®

Appointed public officials or public safety command officers may request activation of the REVERSE 911® system. This includes public health officials, human services officials, emergency managers, city managers, police or fire officials, or other public safety officers involved in the management of a major incident. Activation of the system will require that the event meets one of the criteria as defined below. For those who do not have remote access to the system, requests for activation will need to be funneled through the appropriate channels as defined in section V. of this document.

- A. Evacuation Notices** – The system can be used to deliver voluntary or mandatory evacuation notices to residents in areas affected by major fires (structure or wildland), flooding, or tsunamis.
- B. Hazardous Material Release** – The system uses the North American Emergency Response Guide (NAERG or “Orange Book”) to determine

whether it is appropriate for residents to evacuate or shelter-in-place when a hazardous material release has occurred.

C. Community Policing – The Ventura County Sheriff’s Department and local police departments may use the system for a variety of community emergency policing activities. Community policing activities may include:

- i. AMBER Alerts
- ii. Endangered missing adults
- iii. Investigative canvassing
- iv. Prisoner escapes

D. Public Health Alerts – The Ventura County Public Health Department and Human Services Agency (with proper training and memorandum of understanding in place) may use the system to disseminate emergency public health information such as:

- i. Boil-water alerts
- ii. Biting animal alerts
- iii. Infectious disease outbreak
- iv. Heat advisories to vulnerable populations

E. Severe Weather Event – Severe weather usually affects a significant portion of the County and is **not usually** an appropriate occasion for activating the Reverse 911 system. The EAS should be used in this capacity. However, it may be appropriate to notify residents who are deaf and hard of hearing. TTY/TDD users may add their phone numbers to the Reverse 911 database on the Sheriff’s OES website (www.vcsd.org/oes). or by calling the Sheriff’s Office of Emergency Services at 654-2551.

F. Any other threat to public health or safety – It is impossible to list every situation for which use of Reverse 911 is appropriate. A warning should be issued if the situation threatens to cause loss of life and serious damage to health and property. However, the warning must be issued in a timely manner that gives the public enough time to react and follow instructions. The capacity of the system needs to be taken into account when determining whether it

is appropriate to launch a calling session. Please see System Limitations for more information on the capacity to make calls.

IV. **Authorized Users of REVERSE 911®**

The Ventura County Sheriff's Office of Emergency Services (OES) is responsible for administration and maintenance of the REVERSE 911® system. The REVERSE 911® system is available for use by Cities, Special Districts and other authorized entities located within Ventura County. However, the Sheriff's Office of Emergency Services personnel are the primary persons that have access to the system and are authorized to initiate calling sessions. Other users may access the system to send notifications to residents with proper training and a signed memorandum of understanding with OES (i.e. Cities, Public Health, HSA). Authorized users must notify OES (**654-2551** during normal business hours) or the OES Duty Officer (**947-8210** on evenings and weekends) before launching a residential calling session. Authorized users will be subject to a mutually agreed upon fee for access to and use of the REVERSE 911® system.

THIS SPACE IS INTENDED TO BE BLANK.

V. Activation Check-list

HOW TO ACCESS REVERSE 911® IF YOU ARE FROM A CITY, SPECIAL DISTRICT, OR OTHER AUTHORIZED USER AND **DO NOT HAVE REMOTE ACCESS:**

- Step 1.** Determine whether it is appropriate to use REVERSE 911® as opposed to other means of communication with the public. Use the criteria in section III, page 7 of this document.
- Step 2.** If REVERSE 911® is chosen, complete the REVERSE 911® Emergency Notification Request Form. Be sure to keep the message clear and concise. The length of the message will have a direct effect on the time it takes to complete a calling session (see section VI. for more information on the calling capacity of the system).
- Step 3.** Call the Sheriff's Office of Emergency Services (OES) at **654-2551** during normal business hours or the OES Duty Officer at **947-8210** on evenings and weekends. Clearly identify yourself and state that you wish to activate the REVERSE 911® system. If you are a person who is not known, be prepared to positively prove your identity to prevent any unauthorized use of the system. This will require providing your supervisor's name and contact information. You should also give the city/special district/agency name and your position within that city, special district, or agency and a call back number. This is for identity verification purposes.
- Step 4.** After verification of identity is complete, fax or e-mail the REVERSE 911® Emergency Notification Request Form to 648-9258 or oes.oes@ventura.org. It is important to **clearly identify the geographic area** that needs to receive notification on the request form.
- Step 5.** OES personnel will then record the message or provide instructions on how to record the alert message.
- Step 6.** Stay in contact with OES personnel to receive the results of the calling session. If necessary, request termination of the calling session if changes occur that no longer warrants the alert.

A. REVERSE 911® Emergency Notification Request Form

Agency:	
Contact Name:	
Contact Phone:	
Contact E-mail:	
ID/Badge #:	
Position:	
Supervisor Name:	
Supervisor Contact:	

Priority (1-9, see section V.C.):		Interval Between Attempts (min):	
Residence and Business (Y/N):		Leave a Message (Y/N):	
Number of Attempts Per #:		Pre-defined List Name:	

Message Text (Keep Message Clear and Concise, see section V.B.) :

Geographic Area to Receive Message:

Please be as specific as possible. Include city, zip code, and street names if available.

B. Naming Sessions and Messages

There are several agencies, cities, and special districts that will have access to the REVERSE 911® database. Therefore, each entity will be given a three-letter designation for use in naming all sessions and messages.

- i. Contact the Sheriff's Office of Emergency Services (654-2551 or reverse911@ventura.org) to obtain a three-letter designation for your organization. For example, the abbreviation for the Sheriff's Office of Emergency Services is OES.
- ii. Each time someone from your organization creates a new session or message the format will be: **Three-Letter Designation > Description of Notification** (i.e. OES 112007 Piru Evacuation)
- iii. When creating a message for a specific session, use the same name for the session and the message that is created. This will make it easier to purge sessions and messages from the database.

C. Message Content

The alert/notification message is one of the most important elements of the public warning effort. The content and style of the hazard notification message has a direct impact on the public's response to a warning and the willingness to comply with the recommended protective actions. The length of the message will have a direct effect on the capacity of the system to complete the calling session in a timely manner. Therefore, messages should be limited to 60 seconds in length but should include the following information:

- i. **Source of the message** – The authorized agency responsible for issuing the alert should be clearly identified.

- ii. **Description of the hazard or risk** – The message must include a description of the event that has occurred (or may occur) and the danger that it poses.
- iii. **Location of the hazard** – The message must include a description of the geographic areas that are at risk.
- iv. **Guidance for protective actions** – The message must include instructions on what residents should do to protect themselves. Terminology should be defined so that residents can take the proper action to ensure their safety.
- v. **Time available to act** – The warning message must include information on the time available for those in the affected area to take the appropriate protective action.

Example Alert Message: “The Ventura County Sheriff’s Department is notifying you of a mandatory evacuation in the Piru area due to the approaching ranch fire. Mandatory evacuation means that the fire poses an imminent danger to life and property. Estimated arrival time of the fire is between two and four hours of reaching Piru. A shelter is located at the Fillmore Veterans Memorial Center at 511 Second Street in Fillmore. A VISTA bus at the Piru Community Center will be transporting evacuees to the shelter in Fillmore.” – The recorded message was **34 seconds** in length.

D. Session Priorities

When launching a calling session, authorized users have the ability to assign a priority setting ranging from 1 to 9 for their specific session. The lowest priority is priority 1 and the level increases incrementally to 9 which is the highest priority setting. The priority of a session only becomes important when the system has two or more call sessions in progress. The system will process the calls in order of priority. For example, if a priority 2 session is launched followed by a priority 8 session five minutes later, the system will suspend the priority 2 session. Then, the system will complete the calls of the priority 8 session and

resume the priority 2 session once the priority 8 session has finished. The following are guidelines for assigning priorities to outbound sessions. The list is not exhaustive; authorized users should consult with OES personnel when determining the priority level for a particular session.

Session Type:	Priority Level:
Test Message	1
Severe Weather Alert	5-7
Community Policing Alert	5-7
Public Health Alert	5-7
Mobilization Session/Staff Notifications	8
Evacuation Notice (fire, flood, tsunami)	9
Hazardous Materials Release	9

VI. System Limitations

A. Only 46 lines for placing calls onsite – The ability to deliver an emergency notification in a timely manner is dependent on the number of lines dedicated to the REVERSE 911® system. Ventura County has two servers each with 23 lines capable of making outbound calls. In addition, the length of the outgoing message will affect the time it takes to deliver notifications to a group of residents. If an outgoing session is launched under ideal condition, the system can make calls at the following rate (all calculations include a 10 second time frame for dialing):

Alerting Time	20 second msg.	50 second msg.
1 minute	92 calls	46 calls
5 minute	460 calls	230 calls
10 minute	920 calls	460 calls
20 minutes	1840 calls	920 calls
40 minutes	3680 calls	1840 calls
60 minutes	5520 calls	2760 calls

In a true, life or death situation, a five-minute alerting time is about the maximum that would be acceptable. The outgoing message could be shortened, referring recipients to the local news media for details, however, the number of households/businesses called is still limited if the area of impact is great. In that case, the system has access to up to 2,000 phone lines through REVERSE 911®'s Mass Call module. The use of this module will be restricted for emergency situations where a large group of residents may be impacted as there is a \$0.20 charge per call.

- B. Cell phones numbers and Voice Over IP (VOIP) –** The system will **not** notify residents who do not have a landline at their residence unless they manually enter their cell phone information on the County of Ventura Website (www.countyofventura.org and click on Disaster Information) or by calling 648-9283. The Emergency Services Listing (ESL) that is provided by AT&T and Verizon does **not** include cell phone numbers or VOIP phone numbers. If the resident has phone service from any provider other than AT&T and Verizon, it will not be included within the ESL and will need to be entered online. In addition, when a resident provides their cell phone information, they will be required to attach a specific address to that number. Therefore, the resident may be notified even though they are not currently within the affected area.
- C. Factors that Affect the Ability to Receive the Alert -** Residents will **not** receive notifications if the phone lines are down and some may **not** receive calls when the power is out. VOIP lines and phone lines provided by cable companies require the power to be on in order to complete a call. During an emergency, the circuits may become overloaded which will prevent the Central Office from completing calls originated from the REVERSE 911® servers. These calls will return as an unknown error and a subsequent calling session will need to be launched using a list of the unknown errors. Also, those residents who have their call-blocking activated will **not** receive the

D. Geocoding of the Emergency Services Listing (ESL) – Each time there is an update to the ESL database, the address information provided must be geocoded in order for the system to locate the residence/business on the map. However, not all address information will geocode properly upon import because it may not match the format of the map file from the county. Therefore, when creating a calling session based on a geozone, it is important to be familiar with the percentage of addresses that geocoded properly within that area. It may be wise to use the geozone as well as a list to make sure that all residents in the affected areas are properly notified.

E. Internal Private Branch Exchange (PBX) - Businesses with internal Private Branch Exchange (PBX) phone systems present the potential to cause idiosyncrasies if they are included in a Reverse 911 calling session. The system will attempt to call all published numbers located within a geographic area if the calling session is based on a geozone. Most problems can be minimized by careful screening of the database, but authorized users should be aware of the potential for:

- i. Some organizations may have more than one building location, but have a centralized telephone system. The address location of published phone numbers may be associated with the central office building when the actual telephone is located at a remote site.
- ii. The calling session may complete multiple calls to numerous offices within the same organization at the same location. System administrators from each City will be tasked with the responsibility of identifying large corporations within their jurisdiction in order to exclude them during calling sessions.

VII. **Routine Testing**

The Sheriff's Office of Emergency Services will be responsible for routine testing of the system. OES personnel will use staff member lists in order to test the functionality of each module. Testing will be performed on each server using the frequency defined in the table below. Authorized users of the system will be subject to a routine testing schedule as defined in their memoranda of understanding.

System Component	Testing Frequency
Ability to Make Outbound Calls	Daily
Outbound Email Session Using OES Staff	Weekly
MassCall Session Using OES Staff	Weekly
Mobilization Session Using EOC Activation Lists	Monthly
HazMat and Geozone Creation	Weekly

Exhibit B
Reverse 911 Participating Agencies

Agency	3-Letter Designation
City of Camarillo	CAM
City of Fillmore	FIL
City of Moorpark	MPK
City of Ojai	OJA
City of Oxnard	OXD
City of Port Hueneme	PHU
City of Santa Paula	SPA
Ventura County Fire Protection District	FPD
Ventura County General Services Agency	GSA
Ventura County Human Services Agency	HSA
Ventura County Office of Emergency Services	OES
Ventura County Public Health	PBH
Ventura County Sheriff's Department	SHF

Exhibit C
City Reverse 911 Annual Fees

Recurring Costs 08/09 Projected	Cost
AT&T Emergency Services Listing	\$3,439.67
Verizon Emergency Services Listing	\$3,585.24
IT Services Maintenance and Support	\$25,723.00
T1 Phone Lines	\$10,904.40
Website Maintenance	\$5,500.00
Total Cost:	\$49,152.31

City	Verizon	AT&T	Total	% of Total Land Lines	Cost for 08/09
Moorpark	0	19,033	19,033	3.0%	\$1,474.57

Charges for Calls*	
Mass Call	\$0.20 per call

*The City will be billed for residential notification according to the schedule defined above on a per usage basis. This cost is in addition to the annual access charge.

Exhibit D

NONDISCLOSURE AGREEMENT

NONDISCLOSURE AGREEMENT BETWEEN
PACIFIC BELL TELEPHONE COMPANY dba AT&T California, _VENTURA COUNTY AND (your vendor)

THIS AGREEMENT, effective this 18 day of July, 2007, ("Effective Date") is between PACIFIC BELL TELEPHONE COMPANY dba AT&T CALIFORNIA, a California corporation (hereinafter "AT&T California"), (Ventura County) (hereinafter "Customer") and (name of Subcontractor), a _____ corporation (hereinafter "Subcontractor").

1. Customer has requested Neighborhood Call service from AT&T California under SBC California's Tariff, CAL.P.U.C. NO. A9.2.6 and agrees to comply with all provisions of AT&T California's Tariff, CAL.P.U.C. NO. A9.2.6.
2. Customer has identified Subcontractor as its agent for obtaining Neighborhood Call subscriber information from AT&T California for provision of community alerts and notifications to citizens as defined in California Public Utilities Commission Code Sections 2872 and 2891.1 and as allowed in AT&T California's Tariff, CAL.P.U.C. NO. A9.2.6. In the event Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information, Customer shall provide AT&T California written notice of such change 30 days in advance of Subcontractor's agency status being terminated by Customer.
3. Subcontractor certifies that it has reviewed the terms and conditions of the AT&T California Tariff, CAL. P.U.C. NO. A9.2.6 for Neighborhood Call and specifically A9.2.6B.2.b which stipulates in part: "The Neighborhood Call database information provided to Customer pursuant to this tariff is confidential and proprietary and such information will be held in confidence and only used and disclosed to Customer's employees or its subcontractors and agents with a need to know for purposes of providing a community alert and notifications to citizens as defined in California Public Utilities Code Sections 2872 and 2891.1. Customer agrees that each of its employees, subcontractors or agents receiving or having access to the Neighborhood Call database information will be informed that such information is subject to the terms and conditions of this tariff and the Neighborhood Call database information will remain the property of Pacific; that the Neighborhood Call database information will be treated with the same degree of care as Customer affords to its own highly confidential and proprietary information; and that the Neighborhood Call database information will not be reproduced in any manner, unless otherwise specifically authorized in writing by Pacific. Upon request, Customer will promptly return to Pacific all Neighborhood Call database information in a tangible form or certify to Pacific that such information has been destroyed."
4. Subcontractor agrees to comply with each of the obligations contained in AT&T California's Tariff, CAL. P.U.C. NO. A9.2.6B.2.b for Neighborhood Call Tariff. Notwithstanding the preceding sentence, Subcontractor agrees that no Neighborhood Call subscriber information will be shared with any non-employee of Subcontractor, whether it be a subcontractor or agent, without the written authorization of Customer and the execution of a Nondisclosure Agreement with SBC California.
5. This Nondisclosure Agreement shall be in effect from the Effective Date until such time that Customer terminates its request for Neighborhood Call service from AT&T California or Customer elects to no longer use Subcontractor for obtaining Neighborhood Call subscriber information. Subcontractor's duty to keep the Neighborhood Call subscriber information confidential shall continue beyond the term of this Nondisclosure Agreement until such time that Subcontractor returns to AT&T California all Neighborhood Call subscriber information in a tangible form or certifies to AT&T California that such information has been destroyed.
6. Nothing contained in this Nondisclosure Agreement shall be construed as granting or conferring any rights by license or otherwise in any information.
7. This Nondisclosure Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors and assigns.
8. This Nondisclosure Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of laws principles.

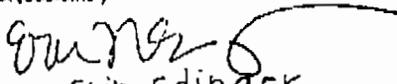
[SIGNATURE PAGE FOLLOWS]

Exhibit D

PACIFIC BELL TELEPHONE COMPANY dba
AT&T CALIFORNIA

By: 
Print Name: ~~Shereese Bartlett~~ Eileen Belan
Title: 911 Project Manager
Date Signed: 7-16-07

XXXX (Customer)

By: 
Print Name: Erin Edinger
Title: Program Administrator
Date Signed: 8/13/07

XXXX (Subcontractor and/or Agent)

By: _____
Print Name: _____
Title: _____
Date Signed: _____



EMERGENCY SUBSCRIBER LIST INFORMATION LICENSE AGREEMENT

This Emergency Subscriber List Information License Agreement (the "Agreement"), effective as specified in Section 8.1 below, is entered into by and between County of Ventura (the "Licensee") and the undersigned Verizon company ("Verizon").

WHEREAS, the Wireless Communications and Public Safety Act of 1999, PL 106-81, codified in 47 USC 222 (g) (the "Act") requires, *inter alia*, that telecommunications carriers provide certain data and make certain services available to providers of Emergency and Emergency Support Services, as defined in the Act; and

WHEREAS, Verizon, through the Verizon Operating Companies, maintains certain subscriber list information data with respect to its own telephone subscribers as well as subscribers of other telecommunications carriers that are located within the territories served by the Verizon Operating Companies; and

WHEREAS, Section 222(g) of the Act, as amended, requires a telecommunications carrier to provide subscriber list information in its possession or control on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to the providers of emergency services and providers of emergency support services, solely for the purpose of delivering those emergency services;

WHEREAS, Licensee, as a provider of Emergency Services and/or Emergency Support Services, desires to receive such subscriber list information solely for the purpose of delivering or assisting in the delivery of Emergency Services; and

WHEREAS, Verizon will license to Licensee such subscriber list information for use in providing Emergency Services in accordance with the Act and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Licensee and Verizon hereby agree as follows:

ARTICLE 1
DEFINITIONS

The following terms as used herein have the following meaning.

- 1.1 "Emergency Services" means 9-1-1 Emergency Services and Emergency Notification Services collectively.
- 1.2 "Information" means any information identifying the listed names of subscribers and their telephone numbers, addresses, or any combination of such listed names, numbers, addresses, or classifications, including information pertaining to subscribers (i) whose information is unlisted or unpublished (also referred to as non-listed and non-published) and (ii) subscribers of other carriers in the possession or control of Verizon; provided on a timely and unbundled basis under non-discriminatory and reasonable rates, terms and conditions to providers of Emergency Services and Emergency Support Services solely for the purposes of delivering or assisting in the delivery of Emergency Services.



- 1.3 “Daily Updates” means an extract containing only those records that have had a Modification/Add/Delete (MAD) activity since the last update for the geographic area(s) or jurisdiction(s) with respect to which such Information has been requested. Daily Updates are available by 10:00 am each calendar day (Eastern Time in DC, DE, CT, FL, IL, IN, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, SC, VA, VT, WI, WV; and Pacific Time in AZ, CA, HI, ID, NV, OR, TX, WA).
- 1.4 “Weekly Updates” means an extract containing only those records that have had a Modification/Add/Delete (MAD) activity since the last update for the geographic area(s) or jurisdiction(s) with respect to which such Information has been requested. Weekly Updates are available by 10:00 am on the weekday mutually selected by the Licensee and the Company (Eastern Time in DC, DE, CT, FL, IL, IN, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, SC, VA, VT, WI, WV; and Pacific Time in AZ, CA, HI, ID, NV, OR, TX, WA).
- 1.5 “Emergency Notification Services” means services that notify the public of an emergency.
- 1.6 “Emergency Support Services” means information or database management services used in support of Emergency Services.
- 1.7 “Full File Extract” means an extract containing all Information for the geographic area(s) or jurisdiction(s) with respect to which such information has been requested.
- 1.8 “PSAP” or “Public Safety Answering Point” means a facility that has been designated to receive emergency calls and route them to emergency services personnel.

ARTICLE 2
GRANT OF LICENSE

- 2.1 In consideration of the promises and covenants contained herein, Verizon hereby grants to Licensee for the Term of this Agreement a non-exclusive limited license to use the Information solely for the purposes of delivering or assisting in the delivery of Emergency Services.
- 2.2 Licensee shall not sell, lease, grant, copy, disclose or sub-license the Information received pursuant to this License to any other party without the written consent of Verizon or as otherwise provided herein. Under no circumstances shall the Information provided herein be used or disclosed in any manner for purposes other than providing Emergency Services or Emergency Support Services.
- 2.3 Licensee may enhance the Information and append other information to the Information, subject to and consistent with the provisions of this Agreement, including, but not limited to, the limitations set forth in Sections 2.2 and 5.1 hereof.
- 2.4 The terms and conditions that shall apply in connection with this License, and the rights and liabilities of the Parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission.



ARTICLE 3
LISTING INFORMATION PRODUCTS

- 3.1 Verizon will furnish to Licensee the Information set forth in Exhibit A indicated on the Request Form (Exhibit C), using Verizon's standard transfer method specified in Exhibit A.
- 3.2 Technical Specifications - Verizon shall provide the Information to Licensee via compact disc (CD) and/or electronic transfer in such format as Verizon may determine in its sole discretion. Current Verizon technical specifications are contained and incorporated herein as Exhibit A.
 - 3.2.1 Full File Extract - No later than thirty (30) days after the Licensee requests Information under this Agreement, and in compliance with a mutually agreeable schedule, Verizon shall provide Full File Extracts via compact disk (CD) delivered by certified mail.
 - 3.2.2 Updates – Provided Licensee subscribed to Daily or Weekly Updates, subsequent to the provision of each Full File Extract, Verizon shall provide Licensee with Updates.
 - 3.2.3 Verizon will provide thirty (30) days advance notification in writing to Licensee regarding any significant changes that affect Information handling procedures that may affect Licensee's handling or use of the Information. Verizon will designate a representative to confer with Licensee on issues and requirements relating to such initiatives and changes.

ARTICLE 4
LICENSE FEES

- 4.1 Licensee shall pay the rates and charges set forth in the attached Exhibit(s), and Licensee shall also pay all applicable taxes, fees and charges, including the Federal End User Common Line Charges, charged pursuant to applicable law, regulations or tariff.
- 4.2 The recurring license fees listed on Exhibit B for Updates to the Emergency Service Listing Information is based on the number of records contained in the Full File Extract, on a per 10,000 records basis (as defined in Exhibit B). Verizon will reassess the number of Records in what would then comprise the Full File Extract for the Licensee's selected coverage area on an annual basis without notice to Licensee and make changes to the Recurring Fees based on that reassessment, for the subsequent year.
- 4.3 Unless otherwise specified in Verizon's applicable tariffs, Licensee shall remit all payments in accordance with Verizon's applicable tariffs or, if not stated in tariffs, within thirty (30) days after date of invoice. A late payment charge shall be applied in accordance with Verizon's applicable tariffs or, if not stated in tariffs, a late payment charge of one and one-half percent (1.5%) per month, or the maximum allowed by law, shall be applicable to any unpaid balance not received by Verizon by the late payment date printed on the invoice. Any back billing limitations applicable to Verizon's tarified services do not apply to this Agreement.



ARTICLE 5
CONFIDENTIALITY

- 5.1 In order for the Parties to perform their respective obligations under this Agreement, it may be necessary for either Party to disclose to the other technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible forms including, but not limited to Information, including unpublished and unlisted Information (unpublished and unlisted information means Information that telephone subscribers have designated as not to be published in telephone directories, provided by directory assistance, or otherwise disclosed), specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples. Such information may contain proprietary or confidential material, or material subject to applicable laws regarding secrecy of communications or trade secrets ("Confidential Information").
- 5.2 Each Party acknowledges and agrees that all Information is Confidential Information and all other information exchanged by the Parties shall be marked "Confidential" in order for such information to be considered to be Confidential Information or if orally disclosed, shall be reduced to writing and submitted to the non-disclosing Party within thirty (30) days of disclosure.
- 5.3 In addition, Information shall not, for any reason, be disclosed or used for marketing, advertising, public relations or other commercial purposes of any nature.
- 5.4 The Parties agree as follows:
- 5.4.1 To receive in confidence any Confidential Information; to limit access to such Confidential Information to authorized employees, agents (including their employees) and contractors (including their employees), (covered by written obligations of confidentiality at least as restrictive as those set forth in this Article) who have a need to know the Confidential Information in order for the Party to perform its obligations under this Agreement and who have been informed of the confidential and proprietary nature; not to disclose, reveal or divulge any Confidential Information or authorize any other person to do so except as specifically approved in writing by the disclosing Party;
- 5.4.2 To use such Confidential Information only for the purposes of performing their obligations under this Agreement and for such other purposes as may be agreed upon between the Parties in writing.
- 5.4.3 Upon request of the disclosing Party, to return all Confidential Information to such Party, or to destroy any documents, computer media or records, in written, graphic, or other tangible form, that contain any Confidential Information;
- 5.4.4 That the confidential obligations with respect to the Information shall never terminate and shall extend beyond completion of the Term of this Agreement. That the obligations with respect to all other Confidential Information shall extend for a period of five (5) years following the date of initial disclosure of that Confidential Information, and such obligations shall extend beyond completion of the Term of this Agreement; and



5.4.5 That nothing contained in this Article 5 shall be construed as a license or permission to make, use, or sell the Confidential Information or products derived therefrom.

5.5 If a receiving Party receives a request to disclose any Confidential Information (whether pursuant to a valid and effective subpoena, an order issued by a court or other governmental authority of competent jurisdiction or otherwise, including the Electronic Communications Privacy Act of 1986, 18 U.S.C. 2703, that requires disclosure of Information to governmental entities only upon issuance of a court order) on advice of legal counsel that disclosure is required under applicable law, such Party agrees that, prior to disclosing any Confidential Information, it shall (i) notify the disclosing Party of the existence and terms of such request or advice, (ii) cooperate with the disclosing Party in taking legally available steps to resist or narrow any such request or to otherwise eliminate the need for such disclosure, if requested to do so by the disclosing Party, and (iii) if disclosure is required, use its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be afforded to such portion of the Confidential Information as is required to be disclosed;

5.5.1 The obligations contained in this Article 5 do not apply to Confidential Information that is authorized in writing by the disclosing Party to be released or is designated in writing by the disclosing Party as no longer being Confidential Information or proprietary.

5.6 LICENSEE REPRESENTS AND WARRANTS THAT LICENSEE IS EITHER NOT SUBJECT TO ANY FEDERAL, STATE OR LOCAL PUBLIC INFORMATION LAW OR REGULATION (E.G. PUBLIC RECORDS LAW, "FREEDOM OF INFORMATION" LAW, "GOVERNMENT IN THE SUNSHINE" LAW) WHICH WOULD REQUIRE LICENSEE TO PROVIDE ACCESS TO INFORMATION OR, IF SUBJECT TO SUCH PUBLIC INFORMATION LAW OR REGULATION, THAT LICENSEE IS EXEMPT FROM ANY OBLIGATION TO PROVIDE ACCESS TO INFORMATION PURSUANT TO SUCH LAW OR REGULATION.

5.7 It is agreed that a violation of any of the provisions of this Article 5 will cause irreparable harm and injury to the disclosing Party and that Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Article 5.

ARTICLE 6
PERFORMANCE OBLIGATIONS

6.1 Verizon will use commercially reasonable efforts to provide accurate and complete Information and will take steps to correct inaccurate Information upon receipt of changes from the PSAP following normal Verizon's error correction procedures.

6.2 EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL DATA AND OTHER MATERIAL ARE PROVIDED BY VERIZON "AS IS" WITH ALL FAULTS. VERIZON MAKES ABSOLUTELY NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER



REGARDING THE COMPLETENESS OR ACCURACY OF THE INFORMATION PROVIDED OR THE TECHNICAL QUALITY OF ANY MEDIA SUPPLIED HEREUNDER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 6.3 Licensee represents and warrants that it is a provider of Emergency Services or Emergency Support Services and offers such service(s) in the geographic areas or jurisdictions for which it is requesting Information, and that any such Information it obtains from Verizon under this License will be used solely for the purposes of delivering or assisting in the delivery of Emergency Services.
- 6.4 Licensee will not permit anyone other than its duly authorized employees and agents to inspect or use the Information. Licensee agrees to use commercially reasonable security measures to prevent copying or downloading of the Information by third parties, including governmental agencies, and to prevent any other unauthorized use of such information. Any unauthorized use or disclosure of the Information provided to Licensee and Verizon shall be entitled to terminate this Agreement immediately pursuant to section 8.2.2 hereof, shall be deemed to be a material breach of the Agreement. If Licensee ceases providing Emergency Services for a period in excess of ninety (90) days in any area for which it has received Information under this Agreement, it will notify Verizon, destroy any data it has received from Verizon under this Agreement for that area, and remove said data from its databases within thirty (30) days.
- 6.5 Except as may otherwise be provided herein, the Licensee agrees to indemnify, defend and hold Verizon harmless from and against any and all liability, suits, damages, claims and demands, costs, expenses (including attorneys' fees and costs of court), made by a third party that arise in any manner out of Licensee's use of the Information or arising from a breach of Article 5.

ARTICLE 7
LIMITATION OF LIABILITY

- 7.1 EXCEPT FOR THE INDEMNITIES SET FORTH IN SECTION 6.5 HEREOF, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY A PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY TO THE EXTENT COMPRISING INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTY KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND ITS SUBSIDIARIES AND AFFILIATES, AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND SUPPLIERS) FROM, AND WAIVES ANY SUCH DAMAGE CLAIMS.



- 7.2 OTHER THAN THE REMEDY IDENTIFIED IN SECTION 5.7, VERIZON'S SOLE AND EXCLUSIVE LIABILITY FOR ANY FAILURE BY VERIZON TO DELIVER, INFORMATION SHALL BE LIMITED TO A CREDIT OR REFUND OF THE CHARGES PAID FOR THE DATA IN QUESTION DURING THE PRECEDING 12 MONTH PERIOD, WHICH SHALL IN NO EVENT EXCEED \$10,000.00 IN THE AGGREGATE FOR ALL CLAIMS BROUGHT DURING THE TERM OF THIS AGREEMENT
- 7.3 Except for actions to enforce the Parties' rights under Article 5 or Section 6.5, and unless otherwise required by state or federal law or regulation, no action or proceeding hereunder brought by one Party against the other Party may be commenced more than two (2) years after the cause of action becomes known to, or should have been known by, the complaining Party.
- 7.4 Licensee and Verizon each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between the Parties of all risks (both known and unknown) associated with the transactions associated with this Agreement. The remedy limitations, and the limitations of liability, are separately intended to limit the relief available to the Parties.

ARTICLE 8 TERM AND TERMINATION

- 8.1 Subject to 8.1.1 below, this Agreement will become effective (Effective Date) on the date the Agreement is fully executed, and will remain in effect for the term of months identified in Exhibit B (the "Term") which will commence on the in-service date. For purposes of this agreement, the in-service date is the date after the Effective Date, when Verizon provisioning has been completed and the Information is available for Licensee's use. If, at the time of expiration of the Term, a new agreement with Verizon is not effective, as defined in this Agreement, the License will be terminated and Licensee shall return or, at Licensor's option, destroy all documents, computer media or records, in written, graphic, or other tangible form, that contain any Verizon Confidential information including without limitation, all Information. Licensee shall certify in writing that all Confidential Information has been destroyed (if applicable). Licensee's obligation to pay fees accrued prior to termination will survive termination or expiration and remain in full force and effect.
- 8.1.1 Licensee acknowledges that this Agreement may be required to be filed and/or approved by the Public Service Commission or Public Utilities Commission of Licensee's State to which the Information pertains ("Commission"). In the event that the Commission requires filing or approval of this Agreement prior to its being effective or before service can be provided, this Agreement, and any subsequent amendment(s), shall be filed with the Commission and become effective (Effective Date) upon filing or approval by the Commission, as required. Licensee acknowledges that the Services may not be provided until filed or Commission approval is obtained, if required. In the event filing or approval is required, the in-service date shall be the date, after the Effective Date defined above, on which Verizon's provisioning has been completed and the Service is available for Licensee's use. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.



- 8.1.2 The terms and conditions that shall apply in connection with this Agreement, and the rights and liabilities of the Parties, shall be set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or Federal Communications Commission.
- 8.2 Either Party may terminate this Agreement:
- 8.2.1 Upon prior written notice of a material breach of this Agreement, and the breach continues without cure for ninety (90) days, or if reasonable steps to correct such breach are not taken within ninety (90) days following written notice of such breach. Termination due to Licensee's breach will not relieve Licensee of its obligations to pay all fees accrued prior to termination and Licensee will be liable for Termination Charges as set out in Exhibit B, which shall be due and payable upon such early termination; or
- 8.2.2 Immediately upon written notice to Licensee in the event of a breach of Article 5 or Article 6. Termination due to Licensee's breach of Articles 5 or 6 will not relieve Licensee of its obligations to pay all fees accrued prior to termination and Licensee will be liable for Termination Charges as set out in Exhibit B, which shall be due and payable upon such early termination.
- 8.2.3 Bankruptcy or dissolution of the other Party. Bankruptcy with respect to any Party to this Agreement, shall be deemed to have occurred (i) if any proceedings are initiated by or against any party under any law relating to the relief or reorganization of debtors, which in the case of an involuntary proceeding is not dismissed within 120 days after filing, or (ii) upon the appointment of any receiver or trustee to take possession of its properties, any assignment for the benefit of its creditors, or any other similar action by or on behalf of its creditors which is not vacated or stayed within ninety (90) days of such appointment or action. Termination under this subsection 8.2.3 will not relieve Licensee of its obligations to pay all fees accrued prior to termination and Licensee will be liable for Termination Charges as set out in Exhibit B, which shall be due and payable upon such early termination.
- 8.3 In the event it is determined that this Service must be provided pursuant to the authority and or requirements of the public utilities commission of the applicable state, the Parties agree to take all steps necessary to comply with such requirements, including but not limited to the filing of this Agreement. In addition, if this Service is determined to be regulated, and if the Services provided in this Agreement become available under a tariff filed with the Public Service Commission or Public Utilities Commission of Licensee's State, this Agreement shall terminate at such time as the tariff becomes effective and the tariff services shall be approved for Licensee's use (if approval is required by the state commission). The tariff term and rates to be applied will be those of the available tariff term closest to the term then remaining on the Agreement.
- 8.4 In the event either Party terminates this Agreement pursuant to section 8.2, Licensee shall return or destroy the Confidential Information in conformance with the procedure set out in 8.1 as if the Term had expired.



ARTICLE 9
MISCELLANEOUS PROVISIONS

- 9.1 No Exclusivity. Nothing in this Agreement or elsewhere gives Licensee any exclusive right to the Information, and Verizon is free at any time to grant similar licenses and information to others in conformance with law.
- 9.2 Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid to the following addresses:

Verizon Address

Verizon National Contracts Repository
MC: HQW02L25, 700 Hidden Ridge
Irving, TX, 75038

with a copy to Emergency Services Offer Manager, 1095 Ave. of Americas, 19th Floor, New York, NY, 10036

Licensee Address:

County of Ventura
800 South Victoria Avenue, Mail Stop # 3450,
Ventura, CA, 93009

The foregoing notice data may be changed at any time by written notice to the other Party.

- 9.3 Entire Agreement. This Agreement, including all Exhibits hereto, and all applicable tariffs, contain the entire understanding of the Parties and supersedes any and all prior written and oral communications to the extent that they related in any way to the subject matter hereof.
- 9.4 Amendments. This Agreement may not be amended or modified orally, nor any of its terms waived, except in a writing signed by duly authorized representatives of both the Licensee and Verizon and only upon complying with any state or federal regulatory filing or approval requirements.
- 9.5 Waiver. No failure of or delay by either Party hereto in exercising any right or power hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or power.
- 9.6 Successors and Assigns. Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Information is provided hereunder. With written consent from Verizon, Licensee may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all Fees for Information provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by law or regulation, all other attempted assignments shall be void without the prior written consent of the other Party.
- 9.7 Severability. The invalidity or unenforceability of any provision hereunder will not affect the validity or enforceability of any other provision hereunder.



- 9.8 Headings; Schedules. The headings in this Agreement are for convenience only and will not be construed to define or limit any terms herein or otherwise affect the meaning or interpretation of this Agreement. All Exhibits attached hereto are herein incorporated by reference and made part of this Agreement.
- 9.9 Counterparts. This Agreement or any amendment may be executed in separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one instrument. In proving this Agreement, it will not be necessary to produce or account for more than one such counterpart.
- 9.10 Force Majeure. Neither Party will be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control such as acts of God, acts of civil or military authorities, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, inability to secure products or services from other persons or facilities, or acts or omissions of common carriers.
- 9.11 Choice of Law. This Agreement will be governed by and construed under the laws of the state of California.
- 9.12 Compliance with Law. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
- 9.13 Publicity. Unless required by state or federal regulatory filing requirements, any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both Parties.
- 9.14 Use of Trademark. Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.



Customer must sign and date this Agreement on or before October 31, 2007 or the proposed Service arrangement and price may no longer be available. This Agreement will not be considered fully executed until signed by both Customer and Verizon.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the day, month and year specified herein.

Licensee: County of Ventura

VERIZON BUSINESS NETWORK SERVICES
INC. on behalf of VERIZON CALIFORNIA INC.:

By: 
Printed Name: Ehn Kledinger
Title: Program Administrator I
Date: 10/5/07

By: 
Printed Name: _____
Title: _____
Date: _____
Suleman Hessami
VP Pricing/Contract Management

10/23/07



**EXHIBIT A (Page 1 of 3)
TECHNICAL SPECIFICATIONS**

The following fields will be provided if available

Data Format Fields¹

Function Code
NPA
TN
House Number
House Number Suffix
Prefix Directional (only if it's presented in its own field)
Street Name (as defined by PSAP)
Street Suffix
Post Directional (only if it's presented in its own field)
Community Name (as specified by PSAP)
State
Location
Customer Name
Main NPA
Main TN
County ID
Comments
End of Record

Header Format Fields²

Header Indicator
Extract Date
Customer Name
Cycle Counter
End of Record

Trailer Format Fields³

Trailer Indicator
Extract Date
Customer Name
Record Count
End of Record

Note: Verizon reserves the right to change the fields provided with a thirty (30) day notice to the Licensee.

¹All fields are left justified, with trailing spaces.

²All Fields are left-justified, with trailing spaces, except the Cycle Counter, this field will be right-justified with leading spaces in the former Bell Atlantic area and leading zeros if the former GTE area.

³ All Fields are left-justified, with trailing spaces, except for the Record Count; this field will be right-justified with leading spaces in the former Bell Atlantic area and leading zeros in the former GTE area.



Exhibit A (page 2 of 3)

FULL FILE EXTRACT DELIVERY BY CD

Full file extracts (and any subsequent updates of excessive size) will usually be provided on a password protected compact disk (CD) by certified mail to an address and recipient designated by Licensee.

ESL ELECTRONIC TRANSFER

Description

Licensee will receive the Information electronically from Verizon using one of Verizon's preferred transmission methods. Transmissions will be encrypted and Verizon will coordinate with Licensee to work with Licensee to set up the decryption process. Licensee may be required to procure additional hardware, software, TCP/IP addresses, static login/passwords, additional security features, etc. as required by Verizon E911 Corporate Security requirements – some of which may result in additional charges from Verizon.

Verizon will provide an initial copy of the entire database via an encrypted CD that will be overnighted to Licensee.

Verizon will follow up with electronic updates if Licensee has contracted for Daily or Weekly updates. Verizon will work with Licensee on determining the optimal electronic transmission method for the Licensee, as follows:

- Included in the monthly rate is the charge for Verizon to deposit the updates on the Licensee's computer system. It is the responsibility of the Licensee to ensure that each electronic update has been received, and is incorporated into its database. If Licensee does not receive an electronic update, Licensee has to notify Verizon within seven (7) calendar days after the Licensee's regular transmission date, so that the update can be resent. Failure to do so may result in the loss of updates, and Licensee will be required to purchase a new Full File Extract at the rate of the Initial Setup charge.
- If Licensee is unable to receive downloads from Verizon, Licensee does have the option of using Encrypted E-mail to retrieve the updates. If Licensee opts for delivery of incremental data via encrypted e-mail, Licensee must provide a valid e-mail address, secure a digital certificate from an accredited supplier (ie: Verisign) and exchange public keys with Verizon. Licensee must be able to invoke clients that support digital encryption, such as Microsoft Outlook or Outlook Express. The process will be tested and confirmed prior to the initial extract being created and sent via overnight delivery (UPS). Once this process is implemented, the daily updates will follow at an agreed upon time, if weekly updates are selected, they will be processed Mondays at approximately noon local time, plus/minus 1 hour for time zone differences.
- If Licensee is unable to receive the updates from either of the above methods, Licensee does have the option of retrieving the updates by additionally subscribing to the following dial up applications, based on the location of Licensee's data:



Exhibit A (page 3 of 3)

- SCAN for Licensees located in DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV & Washington DC
- DEMARCS for Licensees located in all other states

Licensee must extract each update from DEMARCS or SCAN within seven (7) calendar days of the update's availability. If updates are not retrieved, the updates may be permanently lost. In such an event, Licensee will be required to purchase a new Full File Extract at the rate of the Initial Setup charge.

Electronic Transfer methods are subject to change by Verizon upon sixty (60) days notice.



**EXHIBIT B (Page 1 of 2)
LISTING INFORMATION PRODUCTS**

STANDARD OFFERINGS:

Full File Extract - a snapshot of all requested Information in a standard format.

Full File Extract and Daily Updates - a snapshot of all requested Information in a standard format followed by that set of Information provided on a daily basis that reflects changes made to such information as a result of Move/Add/Change activity.

Full File Extract and Weekly Updates - a snapshot of all requested Information in a standard format followed by that set of Information provided on weekly basis that reflects changes made to such information as a result of Move/Add/Change activity.

TERM:

36 Months

STANDARD LICENSE FEES:

	Non-recurring Fees		Frequency
FULL FILE EXTRACT: (No Updates)	\$2,051.00 per full file extract request		As requested by Licensee, but no more than once a quarter. Transfer Fee included in NRC fee.

	Non-recurring Fees	Monthly Recurring Fees	Frequency
FULL FILE EXTRACT with Daily Updates:	\$1,435.62		Initial full file extract.
Daily Updates - *		\$15.27 per month per 10,000 records in full file extract.	Daily

	Non-recurring Fees	Monthly Recurring Fees	Frequency
FULL FILE EXTRACT with Weekly Updates:	\$1,435.62		Initial full file extract.
Weekly Updates - *		\$6.65 per month per 10,000 records in full file extract.	Weekly

* Assumes File Transfer Protocol (FTP), the most forward-looking technology currently available, as a means for the Customer/Licensee to receive the information from Verizon. If the Customer/Licensee cannot accommodate FTP, the Customer/Licensee can subscribe to DMARCS or SCAN, which are also offered by Verizon as a separate service and charge.

The Updates Monthly Recurring Charge (MRC) is based on the number of records contained in the full extract and will be adjusted annually as described in Article 4, section 4.2. The MRC is calculated on a "per 10,000 record basis" with number of records being rounded to the nearest 10,000 for charge determination.



Exhibit B (Page 2 of 2)

- Invoice will include all applicable federal, state, and local fees, charges, and taxes.
- Verizon will render invoices: (i) promptly after delivery for Full File Extracts and Electronic Transfer; and (ii) monthly for Updates and Electronic Transfer.
- Daily or Weekly extract fees apply regardless of whether Licensee actually extracts updates.

Fee Adjustment

In the event that Verizon no longer has any customers purchasing Automatic Location Identification (ALI) service for the geographic region for which ESL is provided under this Agreement or any portion of that geographic region, Verizon may in its' sole discretion and upon 60 days written notice to Licensee adjust the Fees of this Agreement. Prior to the expiration of the 60 day notice period, Licensee may, by written notice to Verizon, cancel the Agreement without incurring termination liability. As with all early terminations prior to the end of the Agreement Term not otherwise covered by Article 8.2, such termination by Licensee shall be subject to all other terms of the Agreement including, without limitation, Article 8.1, with such termination date being deemed the expiration of the Term.

EARLY TERMINATION FEE:

If Licensee terminates the Agreement prior to the end of the Term or breaches the Agreement as set out under 8.2, Licensee shall pay to Verizon, as alternative performance and not as a penalty, all unpaid non-recurring charges, and if Licensee is receiving Updates, a termination charge equal to seventy-five percent (75%) of the Monthly Recurring Fee for updates multiplied by the number of months remaining in the Term.



**EXHIBIT C
LISTING INFORMATION PRODUCTS
REQUEST FORM**

General Contact Information

Name:	County of Ventura, Attn: Erin Edinger, Program Administrator - Sheriff's Office of Emergency Services
Address:	800 South Victoria Avenue Mail Stop # 3450, Ventura, CA, 93009
Phone:	805-654-3843
FAX:	805-648-9258
Email:	Erin.Edinger@ventura.org

Billing Billing Address (MUST be within the area for which the ESL is required)

Name:	County of Ventura, Information Technology Services
Address:	800 South Victoria Avenue, Ventura, CA, 93009
Phone:	805-654-3896
FAX:	
Email:	

Full File CD Mailing Address

Name:	County of Ventura, Attn: Erin Edinger, Program Administrator - Sheriff's Office of Emergency Services
Address:	800 South Victoria Avenue Mail Stop # 3450, Ventura, CA, 93009
Phone:	805-654-3843

Note: CD will be sent by Certified/Overnight Mail which requires a person to be named recipient (i.e., not entity name) and physical address (i.e., not P.O. Box)

Order Information

Requested Date:	7/19/07		
Requested Delivery Date:	ASAP		
Select one of the following:			
ESN:	ESN #:	9-1-1 Entity:	State:
Or Community Name:	Community Name: County of Ventura		State: CA
Or 9-1-1 Entity:	Entity Name:	State:	

Choose ONLY One of the following options by marking "X" in the column next to the desired option:

Full File Extract Only	<input type="checkbox"/>
OR	
Full File Extract and Daily Updates	<input type="checkbox"/>
OR	
Full File Extract and Weekly Updates	<input checked="" type="checkbox"/> XXX