

Office of the City Manager

City of Richland Hills, Texas

## Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council  
From: Eric Strong  
Date: January 7, 2014  
Subject: Code Red Calling System

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### **Council Action Requested:**

Consider contract with CodeRed for Emergency Calling System

### **Background Information:**

Funds were included in the current year budget to acquire a Mass Notification Calling System. Staff has looked at three vendors that provide this service. The three vendors were: CodeRed, Connect CTY and Cassadian. The pricing is listed below:

COMPANY	COST
CodeRed	\$5,786
Connect CTY	\$6,687
Cassadian	\$8,667

Although cost is not the only relevant factor when picking a company, in this case staff does recommend the least expensive option, which is CodeRed. The primary reason for choosing them (aside from price), is that dispatchers in North Richland Hills already use this program for Haltom City and NRH. They are familiar with it, and in the event of an emergency, they will likely be the ones using it. Other staff members have also used the program before and are familiar with the functionality, which is good, because limited other staff members will have the ability to make phone calls in certain situations.

It should also be noted that the price listed is for a one year contract. There are limited savings if we want to enter into a longer term contract. A two year contract drops the price to \$5,510 (annual savings of \$276) and a five year contract lowers the price to \$5,235 (annual savings of \$551). In year one, we might want to consider sticking with a one year contract to ensure all goes smoothly. However, if we are pleased after year 1, we might consider a longer term contract next year.

One final note is that there is an annual minute allotment that comes with this contract. We receive 10,000 minutes per year. However, any call that is classified as an "Emergency" does not count against our minute bank. We have an unlimited amount of minutes for Emergency calls. We determine what is an emergency, there is not defined list, other than it is supposed to be to protect life and safety.

\$6,500 was budgeted out of the Shared Services Budget for this project.

**Board/Citizen Input:** N/A

**Financial Impact:** \$5,786 out of Shared Services

**Staff Contacts:**

Eric Strong  
Assistant City Manager  
[estrong@richlandhills.com](mailto:estrong@richlandhills.com)

**Attachments:** CodeRed Services Agreement  
Code Red Proposal

**CODERED NEXT SERVICES AGREEMENT**

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of the last date written below (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 9 Sunshine Boulevard, Ormond Beach, FL 32174 and the City of Richland Hills, a body politic and corporate of the State of Texas ("Licensee") located at 3200 Diana Drive, Richland Hills, TX 76118.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

- 1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to five (5) unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

- 2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
- 3. **Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of the City of Richland Hills, Texas (the "Calling Area"). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
- 4. **Term:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined)(the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated and all System Minutes remaining on account shall transfer solely to Licensor. .
- 5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee while utilizing the Service will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Licensee is responsible to maintain, at all times, a sufficient balance of System Minutes on account. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 9 Sunshine Blvd., Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement

has been fully executed, and that it is at Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

**6. Free Testing and Training Minute Blocks:** Licensee is allotted free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:

a) Minutes used for testing and training will be deducted from Licensee's minute bank at the time of using the Service;

b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;

c) Any unused minutes are not transferable, and shall only roll over by written agreement; and

d) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.

**7. Unlimited Emergency System Minute Blocks:** Licensor will grant Licensee unlimited use of the Service for delivering Emergency Messages within the Calling Area. Emergency Messages are defined as messages delivered for incidents that are an immediate danger to life and/or property. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the unlimited Emergency System Minute bank specified in Exhibit A:

a) Minutes used for Emergency Messages will be deducted from Licensee's minute bank at the time of using the Service;

b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for Emergency Messages, specifying qualified project(s) and minutes used, to request that such minutes be designated as free emergency minutes and restored from the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free Emergency Messages minutes, and will remain deducted from Licensee's System Minute bank as described;

c) Any unused minutes are not transferable, and shall only roll over by written agreement; and

d) Licensor will have the final right to deem all Emergency Messages calling minutes eligible or ineligible for reimbursement under this paragraph.

**8. Annual System Minute Bank Replenishment:** Each year, Licensee will have access to 10,000 System Minutes. The System Minute bank will be refilled every year, to 10,000 System Minutes, upon the anniversary of the Effective Date, as set forth in this Agreement. System Minutes are not transferable and do not rollover from year to year, unless otherwise paid for and agreed in writing. If the entire bank of System Minutes is exhausted during the given year, Licensee will be required to repurchase System Minutes according to the System Minute bank refill provisions described herein.

**9. Discount Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the Term of this Agreement will automatically extend for an additional **one-year** period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement period by one (1) additional year upon each annual anniversary of the Effective

Date. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the then current Initial Term or Renewal Term.** In the event the Agreement is extended:

- a) Licensee's System Minute bank will be replenished to the annual 10,000 minute balance;
- b) Licensor will update its systems to extend the active software License and associated access codes for one additional year of use;
- c) Licensor will invoice Licensee for additional year(s) of Service at the rate of five thousand seven hundred eighty-six dollars (\$5,786) per year; and
- d) Licensee agrees to pay the contract extension fee set forth in this paragraph for all years in the Renewal Term upon receipt of invoice from the Licensor, subject to the terms as set forth in paragraph 5.

**10. Minute Bank Refill Feature:** The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes in Licensee's System Minute bank. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensor will immediately refill Licensee's System Minute bank with a block of 1,000 System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Exhibit A. Licensee shall pay Licensor for all Additional System Minute blocks upon receipt of invoice from Licensor, subject to the same terms as set forth in paragraph 5. Licensee understands and agrees that it is required to maintain a System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.

**11. Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing Licensor with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the value of the balance of System Minutes in Licensee's System Minute bank as calculated by multiplying the remaining System Minutes by the additional system minute price on Exhibit A; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

**12. Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.

**13. Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third

party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.

- 14. Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.
- 15. Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. **The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
- 16. Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

**17. Confidentiality:** Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

**18. Entire Agreement:** This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

**19. Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensor:** Emergency Communications Network, LLC, 9 Sunshine Blvd. Ormond Beach, FL 32174

As to **Licensee:** City of Richland Hills, Attn: Bill Aqan/Mayor, 3200 Diana Drive, Richland Hills, TX 76118

Either party may change the address provided herein by providing notice as set forth in this paragraph.

**20. General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

**21. Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall

remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

**22. Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

**23. Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the date(s) indicated below.

**Licensee:**  
City of Richland Hills, Texas

**Licensor:**  
Emergency Communications Network, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A - Service Charges**

Initial Purchase (s)	Quantity	Cost
CodeRED License Agreement	1 year	\$5,786
Emergency System Minutes	Unlimited	Included
Annual CodeRED Non-Emergency System Minutes	Up to 10,000	Included
Additional System Minutes		\$0.40
Minutes for testing and training	500	Included
CodeRED User pass codes	Up to 5	Included
<i>Additional pass codes may be purchased for an annual fee of \$150.00 per pass code</i>		
Distance training session	1	Included
<i>Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum)</i>		
Initial Residential database upload	1	Included
Data/Record Management		Included
CodeRED data collection website	1	Included
CodeRED mapping interface	1	Included
System Setup		Included
Standard mapping data layers		Included
Standard Geocoding		Included
Email		No Charge
Text messaging		No Charge
Annual System Maintenance		Included
Software updates		Included
System Wide kick off call		Included
Universal Callback Number Feature		Included
	<b>TOTAL:</b>	<b>\$5,786</b>

**Licensors Supplied Database:** "Database Accuracy Updates" ensure that the data population maintained by Licensors under this Agreement undergoes periodic accuracy checks using the Licensors most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensors.

One annual "Database Accuracy Update" will be performed by the Licensors upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensors.

3¢ per record in final updated database population.

**Licensee Supplied Database:** A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensors.

\$100 per hour for database maintenance

**OPTIONAL: GIS Upload and Hosting upon request: \$2,500**  
*GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. Up to 10 layers may be loaded for use in the System. Licensee may update up to 10 layers annually at Licensees discretion*  
*GIS Customer Street "single layer" Upload and Hosting upon request: \$250.00*

# COPE RED<sup>®</sup>

Alert. Inform. Affect Lives.

Proposal presented to  
**City of Richland Hills, Texas**  
on January 2, 2014.



select  
audience



record



launch



notify



Emergency Communications Network<sup>®</sup>

MIKE BURTON

TEL 866 939 0911 x310  
EMAIL [mburton@ecnetwork.com](mailto:mburton@ecnetwork.com)  
WEB [ecnetwork.com](http://ecnetwork.com)  
OFFICE 9 Sunshine Blvd. Ormond Beach, FL 32174





## Emergency Communications Network

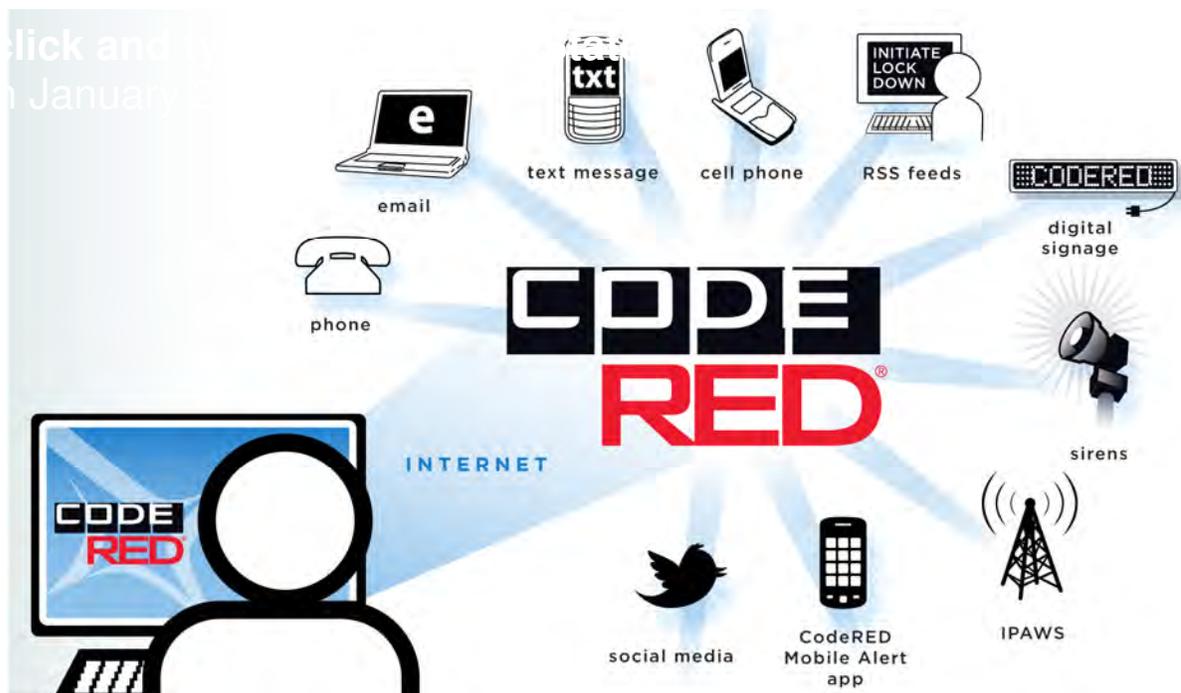
Emergency Communications Network, LLC (ECN) has developed affordable notification services capable of reaching thousands of citizens in minutes. ECN has been in the critical communications business for over a decade, pioneering technology that has delivered more than a billion messages.

ECN's Web-based product suite features three hosted solutions for municipalities:

- CodeRED® for community and staff notifications
- CodeRED Weather Warning™ for automated severe weather alerts
- MyDailyCall™ for checking on at risk individuals

## CodeRED

The CodeRED solution was designed specifically to enable local government officials to record, send and track personalized voice, email, text and social media messages to citizens as well as staff. ECN employs proprietary mapping technology and patented delivery methods as integral components of its high-speed notification system which has been in operation since 1998.





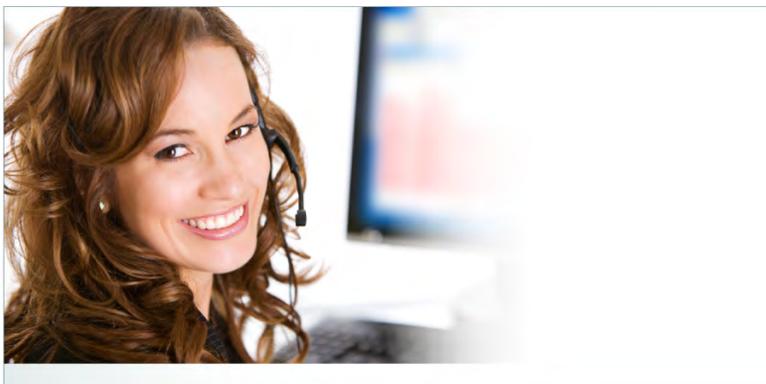
## CodeRED Mobile Alert app

This latest innovation in the public safety arena answers the question asked by Emergency Managers nationwide, *how do we communicate with people in our jurisdiction who do not reside there*, by providing a location based method to deliver CodeRED initiated messages. The app is geo-aware and sends push notifications to the subscriber's device when alerts are issued for the area they are in. This advanced technology enables local officials to reach those passing through their jurisdiction and also protects citizens when traveling outside their local coverage area in any community that uses CodeRED.

**Simple implementation.** The CodeRED system is operational right now and is ready for use today. With no equipment to install nor phone lines to add, authorized users simply login to the CodeRED system with their password to begin. An initial calling database and local maps are provided by ECN and are instantly available to enable users to easily target residents and businesses by specified area.

**Ease of use.** The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Expecting use under pressure, ECN built the feature rich interface with a simple three step process to initiate critical communications. Messages may be launched by authorized users via telephone or the Internet, from anywhere at any time.

Training and refresher courses are regularly provided via web seminar to ensure staff is always comfortable with the system and confident in their ability to launch a notification.





**Live client support.** Available 24/7/365, the Client Support Department at ECN staffed by poised individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds to stay on top of developing situations, and when appropriate, they reach out to clients to provide suggestions and support for system use.

**Technology.** ECN's robust platform and sophisticated infrastructure include multiple built-in redundancies to support thousands of jobs running simultaneously.



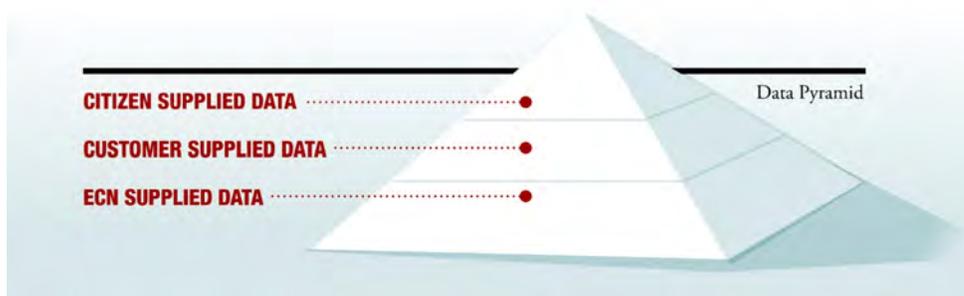
Proprietary, trademarked technology is used to ensure messages are delivered in their entirety whether the call is picked up live by a person or an answering device. If a call is missed, message recipients may simply dial the system back, toll-free, to hear the last message delivered to their phone. This Universal ANI® feature is not only a convenience for notification recipients, but also serves clients as it relieves inbound calling pressure on often overworked emergency lines.

Further, ECN manages its entire network to maintain control over dialing and doesn't rely on third party, shared lines to place calls. This dedicated network ensures client jobs launch immediately and do not have to be queued or compete for available phone lines with other dialing priorities. And by eliminating dependence on third party Service Level Agreements (SLAs), an entire layer of potential failure is removed.





**Calling data.** Each client accesses a database which is populated by drawing from multiple sources. All compiled data is verified and addresses are assigned lat/long coordinates by ECN's custom multi-layer geo-coding service.



ECN provides initial calling data for immediate use; this allows communities to be up on CodeRED quickly. Data is acquired through various commercial sources and includes residential and business data as well as some mobile phones and VoIP numbers. This data is provided at no additional cost and serves as the foundation for each client's database.

The middle data tier is supplied by the client. Communities using CodeRED typically provide data from their local utilities as well as their 911 data. ECN geo-codes all client supplied data as part of the database building process.

And finally, the most accurate layer of the pyramid is created by entries on the Community Notification Enrollment (CNE) page. ECN provides a custom Web page for each community that allows residents and businesses to directly submit additional calling data, text and email addresses, as well as TDD/TTY requirements to further populate the database. All information added to CNE is instantly available for use in CodeRED.



**Validata®.** The CodeRED database is scrubbed using the unique Validata process, numbers that cannot be confirmed as valid are removed to create a cleaner, more efficient calling list.

**Internal use.** The CodeRED system enables users to easily import data groups with up to eight points of contact including text and email addresses. ECN developed this multi-channel approach to internal communications as a way to ensure message consistency for first responder notifications, critical incident call outs and official comment direction. With a few clicks of the mouse multiple groups, an individual group, or specific group members can quickly be contacted. Users select the best way to send alerts and can then verify that the information was delivered rapidly and accurately.

**Integrated Public Alert and Warning System (IPAWS).** ECN, the first vendor to successfully submit a job into the IPAWS program, has developed a Message Origination application within CodeRED for launching IPAWS messages. This functionality is made available to individuals who are authorized to use IPAWS and opens up a new communication channel as an Alert Disseminator in support of the FEMA program. (fee associated)

**Affordability.** ECN has priced its CodeRED solution to be cost-effective. There are no set-up fees to pay, no equipment to buy, no phone lines to lease and no annual maintenance is required. System time, training and support, initial calling database, mapping, integration of client supplied data and database clean-up are all included.

ECN's pricing structure is calculated based on population and is designed to be FEMA friendly to help communities qualify for reimbursement when eligible.

**Currently used every day by clients from coast to coast.** To find out why the CodeRED high-speed notification solution is selected by your colleagues time and again, we would be pleased to provide a list of clients who use CodeRED, you can hear directly from them the advantages of the system.



**Cost Proposal** (PRICING GOOD FOR 90 DAYS FROM 1/2/2014)

The Web-based CodeRED® service, from Emergency Communications Network LLC (ECN), was designed specifically to enable clients to rapidly record, send and track personalized voice, email, text and social media messages. The dedicated, triple redundant network and patented delivery methods employed by ECN add to the value of this affordable, high-speed notification system that has been in operation since 1998 and is currently used every day by clients from coast to coast.

**A one (1) year license includes 24/7/365 uninterrupted CodeRED system access and the following**

- CodeRED system set-up and training
- **UNLIMITED** Emergency Calling
- **UNLIMITED** text, email, and social media messaging
- 10,000 Minute Bank for General Calling \*
- Initial residential and business calling database supplied by ECN
- Integration and geo-coding of customer supplied data (911 data, utility data, etc.)
- ECN standard mapping and geo-coding
- 24/7 technical support
- Complimentary system time for testing and training
- Design and hosting of custom Web page for community enrollment

**\$5,786 = Annual Cost**

(based on population of 7,801)

**A further discount may be obtained by committing to an extended contract term.**

**\* Minute Bank \***

- Minutes are deducted in 6 second increments, for connected calls only.
  - Weather Warning calling does **NOT** go against Minute Bank
  - Emergency calling (threat against life, property, or limb) is *UNLIMITED*, and does **NOT** count against minute bank

**Thank you for the opportunity to present CodeRED and submit this cost proposal. If you have any questions, please feel free to contact me.**

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**MIKE BURTON**

TEL 866 939 0911 x310  
EMAIL mburton@ecnetwork.com  
WEB ecnetwork.com  
OFFICE 9 Sunshine Blvd. Ormond Beach, FL 32174