

AMENDMENT 1 TO THE ORDER FOR ENTERPRISE 911 PRODUCTS AND SERVICES WITH INTRADO LIFE & SAFETY, INC.

This Amendment 1 (“Amendment 1”) to the “Order for Enterprise 911 Products and Services” executed on January 13, 2022, (the “Agreement”), by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Intrado Life & Safety, Inc., a Delaware Corporation registered to conduct business in the State of Washington (the “Contractor”) is made and entered into as of the last date set forth in the signature block below (“Effective Date”).

RECITALS

WHEREAS, Snohomish County and Intrado Life & Safety, Inc. are the parties to that certain Order for Enterprise 911 Products and Services (the “Agreement”), executed on January 13, 2022; and

WHEREAS, the current term of the Agreement ends on January 31, 2024; and

WHEREAS, the Agreement includes two (2) two-year optional extensions with written notice from the County to the Contractor; and

WHEREAS, on October 16, 2023, the County provided written notice to the Contractor extending the Agreement through January 31, 2026; and

WHEREAS, pricing for the current term of the Agreement will end on January 31, 2024, and new pricing will begin on February 1, 2024.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree the as follows:

1. Section 1 of the Agreement shall be amended as follows:

Information

Customer Name	Snohomish County, Washington
Order Effective Date	February 1, 2022
Initial Term	February 1, 2022 to January 31, 2024
First Renewal Term	February 1, 2024 to January 31, 2026
Renewal Terms	Snohomish County reserves the right to extend the term for up to two, two-year terms with written notice to Intrado.
Governing Agreement	General Terms for Enterprise 911 (attached as <u>Exhibit A</u> and by <u>this reference incorporated herein</u>)

Products and Services Description and Terms	USA Service Guide Version 2021.01.27; and Service Guide for Technical Support, License, Maintenance, and Implementation Services Version 2021-01.28 attached herein as <u>Exhibit C</u> .
Quote Number – Initial Term	ERS-00500 (attached as <u>Exhibit B</u>)
Quote Number – First Renewal Term	ERS-00861-A (attached as Exhibit D)

2. All other terms and conditions of the Agreement shall remain in full force and effect except as expressly modified by this Amendment 1.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be duly executed as of the date set forth above.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: Ken Klein
Title: Executive Director

CONTRACTOR:

Intrado Life & Safety, Inc., A Delaware Corporation

By *NS*
Name: Nate Brogan
Title: COO

COUNCIL USE ONLY	
Approved	<u>1/9/2024</u>
ECAF #	<u>2023-1456</u>
MOT/ORD	<u>Motion 23-556</u>

PREPARED FOR:
Snohomish County
Dee White
 IT Contracts Specialist
D.White@snoco.org

PREPARED BY:
Mariana Ikeda
 Program Manager
mariana.ikeda@intrado.com

DETAILS:
 Quote Number: ERS-00861-A
 Created: December 1, 2023
 Currency: USD
 Expiry date: 90 days

Coverage period: February 1, 2024 through January 31, 2026

EMERGENCY ROUTING SERVICES

Service Description:
 The ERS is a hosted service that provides organizations with E911 connectivity to Public Safety Answering Points (PSAPs) across the US and Canada. Using a single SIP connection, 911 calls are routed to the ERS from the customer’s system(s), which then delivers the call and precise location information to the appropriate PSAP. The ERS is a fully managed service, eliminating the need to purchase PS-ALL accounts and additional local trunks.

1- Enterprise 911 Service Minimum MRC Fee	Price per month	
Item Code: EN911-MMRCEU	\$2,042.50	
Total annual charge:		\$24,510.00
2- ERS Enterprise Endpoints	Monthly billable endpoints	
Item Code: EN911-EPOMRC	0 - 1,000	\$0.97
Either the total endpoint count fee is charged, or the monthly minimum, whichever is the greater.	1,001 - 2,500	\$0.65
	2,501 - 5,000	\$0.38
	5,001 +	\$0.27
3- 911 Response Center Call Fees	Price per call	
Item Code: RE911-UNPRRC	\$80.63	
This charge only applies to calls handled by the Emergency Call Response Center (ECRC) for endpoints that are not provisioned or in failure scenarios.		

Grand total for the renewal: \$49,020.00



PRICING NOTES

- Terms: Net 30 - Payment 30 days after invoice date
- Recurring fees are not prorated for the first or last month
- All prices are in USD unless otherwise stated in this Quote
- No pro-rata billing will apply to Endpoints added or deleted in the current month
- All payments are nonrefundable
- Minimum recurring fees, if applicable, will begin the earlier of the date the services are made available or six months after receipt of customer's order.

Payment Schedule and Terms (As Applicable)

Payment	Milestone	Invoice Frequency
Appliances and Hardware	On Order	One time - on order
Software Licenses	On Order	One time - on order
ERS One-Time Fees	On Order	One time - on order
ERS Recurring Fees	On activation of live service	Monthly (last day of the calendar month)
ERS Usage Fees	On activation of live service	Monthly (last day of the calendar month)
ERS Connectivity Options	On activation of live service	Monthly (last day of the calendar month)
Professional Services	On Order	One time - on order
Support and Maintenance	On each anniversary of the shipping date	Annual - 60 days prior to service expiry
PSAP Link Service Packages and Fees	On Order	One time - on order

HOW TO PURCHASE

To purchase the products and services in this Quote, send us a purchase order referencing this quote number above.

Please issue "Purchase Orders" in the name of:

Intrado Life & Safety, Inc.

1601 Dry Creek Drive
Longmont, CO 80503
Phone: 877-262-3775

Purchase Order & Billing Contact: safetysvcs_billing@intrado.com & renewals@intrado.com

TERMS & CONDITIONS

There is no long-term commitment. Unless otherwise agreed by the parties in writing, all services are provided on a month-to-month basis, and may be terminated by either party on 30 days' written notice.

Product and service descriptions and terms and conditions can be found at <https://www.intrado.com/en/legal-privacy/terms-conditions>.

Those descriptions and terms will apply to this quote and your purchase order unless the parties have entered into a separate written agreement. Your purchase order will constitute acceptance of such descriptions and terms, and no additional or conflicting terms in your purchase order will apply.