

**AMENDMENT NO.1 TO MASTER CONTRACT FOR AN AUTOMATED VEHICLE
LOCATION SYSTEM, HOSTED SOFTWARE, AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND RADIO SATELLITE INTEGRATORS, INC.**

Snohomish County hereinafter referred to as the "County" and the undersigned, hereinafter referred to as the "Contractor", desire to amend the contract executed on August 29, 2012, and identified as the Master Contract For An Automated Vehicle Location System, Hosted Software, And Services Agreement Between Snohomish County And Radio Satellite Integrators, Inc. (the "Master Contract"). All provisions in the original contract remain in effect except as expressly modified by this amendment.

The changes to the contract are described below.

1. Paragraphs A and B of section 8. Price and Payment, are amended to read as follows:

8. PRICE AND PAYMENT.

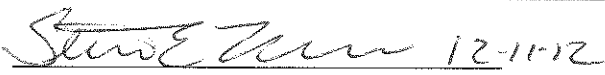
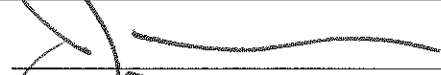
A. The County shall pay the Contractor (~~((One Hundred Sixty Seven Thousand Six Hundred Five Dollars (\$167,605.00)))~~) One Hundred Fifty Seven Thousand Forty Five Dollars (\$157,045.00) for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit A. Annual recurring charges for software subscription, support and maintenance services in years 2 through 5 shall not exceed Seventy Four Thousand Five Hundred thirty Five Dollars (\$74,535) per year or a total of Two Hundred Ninety Eight Thousand One Hundred Forty Dollars (\$298,140). Washington State Sales Tax will be charged by the Contractor and paid (~~(directly)~~) by the County, (~~(in the form of the local "use tax,")~~) in an amount calculated at (~~((-.086%))~~) 8.6% and totaling Thirty Nine Thousand One Hundred Forty Six Dollars (\$39,146).

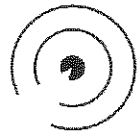
B. Where the Contractor requires payments by Snohomish County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit (~~((x))~~) A, or approved in writing in advance by the official executing this Agreement for Snohomish County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

2. Section 13. Costs, of Exhibit A, as revised to replace the original section 13, is attached hereto and by this reference made part of this contract.

3. Section 14. Payment Schedule, of Exhibit A, as revised to replace the original section 14, is attached hereto and by this reference made part of this contract.

IN WITNESS WHEREOF, the parties execute this Amendment No.1 this 11TH
day of DECEMBER, 2012.

COUNTY OF SNOHOMISH:	CONTRACTOR:
 By: Steve Thomsen Director, Public Works Department	 By: _____ Title: <u>President</u>



RSI
Satellite
Integrators, Inc.

Snohomish County
STATEMENT OF WORK- AVL System
RFP-13-11
April 2012



13 Costs



RSI
Satellite
Integrators, Inc.



SNOHOMISH COUNTY

Snohomish County
Price Proposal - RFP 13-11
GPS-AVL Tracking System

12/03/12

IN VEHICLE EQUIPMENT			RSI HOSTED	
quantity		per unit		total
178	RSI MOBILE UNITS <i>RSI Mobile Units Configured for AT&T GPRS Includes: GPS/RF Antennas, Mount, and Cabling Qty discount: \$315 each for qty over 225.</i>	\$ 350 each	\$	62,300
6	SPARE RSI MOBILE UNITS	\$ 350 each	\$	1,750
14	Dickey-John Spreader/Controller Interface Add-on <i>*may be a compatible but different unit from above.</i>	\$ 595 each	\$	8,330
4	Raven Anti-Icing DCS410 Controller Interface Add-on <i>*may be a compatible but different unit from above.</i>	\$ 595 each	\$	2,380

TRAINING & OTHER START UP COSTS				
quantity		per unit		total
4	DAYS OF ON-SITE SYSTEM TRAINING <i>Includes software and installation training.</i>	\$ 1,250 each	\$	5,000
1	LOT TRAVEL	\$ 1,500 each	\$	1,500
1	LOT SHIPPING	\$ 1,250 each	\$	1,250

TOTAL START UP COSTS \$ 82,510

MONTHLY RSI WEB TRACKING SERVICE FEE				
quantity		per unit		total
178	RSI AVL WEB SAS TRACKING MONTHLY FEE <i>Includes Web browser tracking & reporting and wireless plan. Hosted off site by RSI Fees based on per vehicle per month Assumes 30 second update rate Qty discount: \$32 per month for qty over 225. Service fee rates will remain fixed for the life of contract. (min. 100 vehicles)</i>	\$ 35 each	\$	6,230
Monthly Options:				
	Spreader/Controller equipped units additional cost	\$ 10 each		
	Non-Use Vehicles Monthly Rate (4 month minimum down time)	\$ 20 each		

RSI will honor all prices listed above for the duration of the contract plus optional extensions
Includes all manuals and documentation
CONFIDENTIAL



14 Payment Schedule

The following percentages of the contract total will be paid to RSI, upon acceptance by Snohomish County of the following milestones, as defined in 12: Acceptance Criteria.

Milestone	Payment
Milestone Deliverable 1: In Vehicle units Delivered	50% \$41,255
Milestone Deliverable 2: Server Environment Loaded, Tested and Operational.	25% \$20,628
Milestone Deliverable 3: User and Installation Training	15% \$12,376
Milestone Deliverable 4: Project completion and final approval	10% \$8,251
Total	100% \$82,510

Note: Monthly Service Fees are to be paid annually in advance and will begin upon installation or one month after delivery, whichever is first. RSI agrees to issue a credit to the County's account, or a cash refund if desired, for any amounts billed and paid but not used by the County.

Note: Quantity discount shown in 13 shall apply to service fees for all units if the total quantity exceeds 225.

14 a.) AVL Unit Returned Good Fees and Reinstatement Fees

An early return good fee will apply if the County chooses to end their service before completing the initial agreement term. The early return good fee is \$150 per unit.

In the event that Customer's account becomes thirty (30) days past due, RSI shall have the right, but not the obligation, to deactivate Customer account. In the event the Customer account is deactivated as a result of being thirty (30) days past due and Customer subsequently cure the delinquency, RSI reserves the right to charge a reactivation fee of ten (10) dollars per unit. If the Customer account becomes sixty days past due, RSI reserves the right, in its sole discretion, to cancel Customer's service and delete Customer units from the carrier. If, after Customer units are deleted from the carrier, Customer wishes to reactivate their account, Customer will be required to: 1) pay all past dues amounts owing on Customer account and a ten (10) dollar per unit reactivation fee ; and 2) return the units to RSI, at Customer expense, for reactivation (if necessary). RSI reserves the right to assess an additional twenty five (25) dollar per unit reactivation fee on all such returned units.