CONTRACT AMENDMENT #2

Date: 5/14/2021 | 10:54 AM EDT **Issued by:** County of Dinwiddie Vendor: Intrado Life & Safety Solutions Corporation (formerly West Safety Solutions Corp.) Public Safety Phone System **Contract**: This Supplemental Agreement is entered into pursuant to the provision of the original contract. Description of Modification: ESInet Connectivity per the attached quote dated April 15, 2021. Cost for this amendment is Thirty-Three Thousand One Hundred Sixty-Five and 98/100 (\$33,165.98). Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect, including any changes made to the Web Terms for Services, Software and Equipment as of April 5, 2017 made in the Agreement that this supplemental agreement amends. Dinwiddie County, Virginia Intrado Life & Safety Solutions Corporation W. kevin Massengill W. Kevin Massengill County Administrator Beth A Meek, SVP Operations Approved as to form:

William Hefty Legal Counsel

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Intrado

Company Name: Intrado Life & Safety Solutions Corporation

ESInet Connectivity

for

Dinwiddie County, VA

(Direct Sale)

Quote Number: 20704

Version: 13

April 15, 2021

The terms and conditions available at https://www.intrado.com/legal-privacy/terms/call-handling as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

Summary - Dinwiddie County

Item				Cos
Systems				\$5,227.5
Services				\$27,938.4
Total:				\$33,165.9
_	arameters - Dinwiddie County			
Site Configuration Total Positions	on		6	
Site: Dinwiddie Co		04		Total
Model#	Description	Qty		Total
VIPER				
911SIP	9-1-1 Ingress via SIP - License per position	6		
			Subtotal	\$2,227.50
Network Equipme				
914148	Firewall Appliance	2		
914148/CD	Call Handling Firewall - Media Set	1	Subtotal	\$3,000.00
Installation - ORT				
950104	Professional Services (per Day)	8		
960575	Living Expense per Day per Person	10		
960580	Travel Fee per Person	1	Subtotal	\$15,250.00
950104	tion Services - Cut Professional Services (per Day)	4		
960575	Living Expense per Day per Person	6		
960580	Travel Fee per Person	1		40 450 00
			Subtotal	\$8,450.00
CCS Training				
P10087	CCS Training	1	Subtotal	\$1,500.00
			- 2 	, _,_ >=-=
Project Manageme	ent Services Project Management Services	1		
			Subtotal	\$2,738.48
			Total	\$33,165.98

Notes

Quote to connect a standalone VIPER system to AT&T ESInet. Anticipated dates are ORT 8/9/21 and Cut 8/25/21 for ESInet. Intrado to provide support while AT&T performs ORT.

This quote assumes no upgrade to the VIPER will be required. One day of Remote CCS training included to move customer to GUI3. Quote also assumes customer will train their users on the changes due to: SIP, i3 and GUI3.

This quote only contains 2 trips. Typically, i3/ESINET conversions are performed in 3 distinct phases with their own travel (Phase 1 – Install, Phase 2 – ORT, Phase 3 – Cutover). This quote assumes that either Install/ORT will run back to back or ORT/Cutover will run back to back. If 3 separate phases are needed, an additional trip will need to be added.

Professional Services: This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, Intrado will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.

3 Comprehensive Project Management

This is a service offered to partners that do not have a Project Manager assigned to the project, where Intrado's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
- Scope of Work is completed (includes a Project Schedule of key dates)
- Review system design
- Site and/or network diagram are completed as required
- 3rd Party contractors included in the sales order are contacted and managed
- Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
- Comprehensive risk assessment and mitigation planning
- Overall project coordination
- Weekly project status meetings are scheduled, led and documented
- Customer configuration for staging is collected and communicated
- Equipment staging (if ordered) and shipping is managed"
- Coordinate on-site delivery
- Equipment receipt and inventory is validated
- Intrado resources are scheduled and managed with project implementation and cut-over requirements
- Maintain all project related communications and documentation
- Complete Site Book for delivery to end customer at time of handover to service
- Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services

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Terms

VENDOR NAME Intrado Life & Safety Solutions Corporation

Include quote number

and customer EIN/Tax Identification Number

on P.O.

SUBMIT P.O. orde

ordermanagement.safetyservices@west.com

PRICING

All prices are in USD

Taxes, if applicable, are extra.

Handling and Shipping charges are extra unless specified on the quote.

SHIPPING TERMS

FCA (Montreal), INCOTERMS 2010

PAYMENT

Per Contract

DELIVERY

TBD

VALIDITY

Quote expires on October 15, 2021.

However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party

components. These components, including model and price, (i) may be subject to change at any time;

and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.

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Revision History

Revision Level	Proposal Writer	Notes	Date Revised
1	DRICHMOND	Budgetary	August 18, 2017
2	FROZA	Price Refresh	November 29, 2017
3	MDESEVE	Price refresh	March 12, 2018
4	FROZA	Quote Refresh	June 27, 2018
5	JDILLON	v5 - Quote refresh	October 18, 2018
6	VYOCKEY	Quote refresh version 5	January 30, 2019
7	VYOCKEY	V.7Quote Refresh	April 26, 2019
8	MDESEVE	Quote Refresh	August 16, 2019
9	JDILLON	v9 - Add CCS training of which will include moving to GUI3. Add services to move from RFAI to MSRP for TXT29-1-1.	August 26, 2019
10	JDILLON	v10 - Quote refresh.	February 13, 2020
11	JDILLON	v11 - Add onsite services for ORT testing. Updated CCS to one remote day. Remove TXT29-1-1 RFAI to MSRP transition.	July 22, 2020
12	JDILLON	v12 - Quote refresh	January 05, 2021
13	LKEDDINGTON	Added second trip fee and 4 additional days of services	April 12, 2021

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Accepted: 5/12/2021 | 07:56 AM ID: 26b52393-d386-45ff-b015-d530112fcc16 Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us County Administrator Dinwiddie County

Security Level: Email, Account Authentication

(None)

W. kevin Massengill

Signature Adoption: Pre-selected Style Using IP Address: 174.206.103.200

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Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 | 03:04 PM ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4 Company Name: Dinwiddie County

Beth A. Meek

bmeek@intrado.com

SVP

Security Level: Email, Account Authentication

(None)

Beth d. Muck

Signature Adoption: Pre-selected Style Using IP Address: 24.128.123.200

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Electronic Record and Signature Disclosure:

Accepted: 5/14/2021 | 10:53 AM

ID: ec8c847e-4bba-4250-a600-ed010635c347

Company Name: Dinwiddie County

In Person Signer Events

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Molly Smith molly.smith@intrado.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	COPIED	Sent: 5/13/2021 08:15 PM Viewed: 5/13/2021 08:17 PM
Patricia Carson pcarson@west.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/7/2021 09:24 AM ID: 158dfca6-fbe4-433e-8d59-447877fcf97a Company Name: Dinwiddie County	COPIED	Sent: 5/13/2021 07:59 PM Viewed: 5/14/2021 08:48 AM
Denice Crowder dcrowder@dinwiddieva.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/14/2021 10:54 AM Viewed: 5/14/2021 11:04 AM

Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	5/7/2021 12:38 PM		
Certified Delivered	Security Checked	5/14/2021 10:53 AM		
Signing Complete	Security Checked	5/14/2021 10:54 AM		
Completed	Security Checked	5/14/2021 10:54 AM		
Payment Events	Status	Timestamps		
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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 acknowledgements, and other documents that are required to be provided or made
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