

AMENDMENT NO. 2 TO AGREEMENT NO. C2019-028
VIPER as a Service Emergency Telephone System

City Budget Code: 10021400-53210

This Amendment No. 2 ("**Amendment**") to City Agreement NO. C2019-028, entitled VIPER as a Service Emergency Telephone Systems ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**") and West Safety Solutions Incorporated ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as "Effective Date".

RECITALS

A. City and Consultant entered into the Agreement, effective March 29, 2019, for an amount not to exceed \$808,685, pursuant to which Consultant agreed to certain services described in the Agreement ("**Services**"), generally to include implementation, maintenance, and support of the 911 Dispatch Emergency Telephone System through FY 24/25.

B. City and Consultant entered into an Amendment to the Agreement effective January 13, 2025, to increase the not-to-exceed amount to \$886,592.23 for equipment and hardware not anticipated in the initial agreement.

C. City has determined that it wishes to acquire 3 (three) years of extended support VIPER as a Service Emergency Telephone Systems. The additional cost was \$456,168 (\$152,056 per year). The parties desire to amend the Agreement to increase the Compensation total not-to-exceed of the Agreement to cover an additional 3 years of service and support, as well as cover any potential additional equipment needs that may occur during the term of the agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. SCOPE OF ADDITIONAL SERVICES. Consultant will perform the Additional Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.

3. PAYMENT. City will compensate Consultant for satisfactory performance of the Additional Services (Exhibit "A") in an amount not to exceed \$456,168. The cumulative total compensation payable to the Consultant will not exceed \$1,342,760.23 without prior written authorization from the City (based on \$886,592.23 for the original Agreement and any prior amendments thereto, plus \$456,168 for this Amendment).

4. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

5. SIGNATURES; ELECTRONIC SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Consultant and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY OF NAPA:

(Signature)

Steve Potter, City Manager
(Type name and title)

CONSULTANT:

West Safety Solutions Crop

(Signature)

ATTEST:

(Signature)

Tiffany Carranza, City Clerk
(Type name and title)

COUNTERSIGNED:

(Signature)

Erika Leahy, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Christopher Diaz, Interim City Attorney
(Type name and title)

Budget Code: 10021400-53210

EXHIBIT "A"
SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE



Company Name: Intrado Life & Safety, Inc.

VIPER as a Subscription Extension

for

City of Napa, CA

(Direct)

Quote Number: 77456

Version: 2

May 22, 2025

VIPER as a Subscription Annual Recurring Fee over 3 Years

Total Annual Charge	3	\$152,056.00	\$456,168.00
		<u>Subtotal</u>	<u>\$456,168.00</u>

Summary All Sites

Item					Price
City of Napa - Main Site					
City of Napa - Fire Station					
Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 6					
Year 7					
Year 8					
Totals					

Configuration Parameters - City of Napa - Main Site**Site Configuration**

Total Positions	12 (11 Primary/1 IP Pone w/ ALI)
AntiVirus	20

Recurring Services

Power Metrics Recurring Services

Maintenance

Software Subscription
Software Protection and Remote Tech Support
On-Site Maintenance
MapFlex Maintenance Services
VIPER Alarm Monitoring
Hardware Protection
Antivirus Recurring Fees
OS Update Recurring Fees
CISCO Update Service

Site: City of Napa - Main Site

Item#	Description	Qty
Power Metrics Recurring Services		
P10208	Power Metrics Advanced - 10-19 pos. annual service per PSAP - Year 6	1
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 6	1
P10208	Power Metrics Advanced - 10-19 pos. annual service per PSAP - Year 7	1
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 7	1
P10208	Power Metrics Advanced - 10-19 pos. annual service per PSAP - Year 8	1
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 8	1
Software Subscription		
950999/SUB1/1	Software Subscription Service - /Position - Year 6	11
950999/SUB1/1	Software Subscription Service - /Position - Year 7	11
950999/SUB1/1	Software Subscription Service - /Position - Year 8	11
Software Protection and Remote Tech Support		
950999/PRO-S/1	Soft Protect and Remote Tech Support - /Pos - Supplemental Pos - Year 6	1
950999/PRO1/1	Software Protection and Remote Technical Support - /Position - Year 6	11
950999/PRO-S/1	Soft Protect and Remote Tech Support - /Pos - Supplemental Pos - Year 7	1
950999/PRO1/1	Software Protection and Remote Technical Support - /Position - Year 7	11
950999/PRO-S/1	Soft Protect and Remote Tech Support - /Pos - Supplemental Pos - Year 8	1
950999/PRO1/1	Software Protection and	11

Remote Technical Support -
/Position - Year 8

On-Site Maintenance

950999/ONS1-2-S/1	On-Site Maint - /Pos - 11 to 20 pos sys - Supplemental Position - Year 6	1
950999/ONS1-2/1	On-Site Maintenance, (per position / per year for 11 to 20 positions) - Year 6	11
950999/ONS1-2-S/1	On-Site Maint - /Pos - 11 to 20 pos sys - Supplemental Position - Year 7	1
950999/ONS1-2/1	On-Site Maintenance, (per position / per year for 11 to 20 positions) - Year 7	11
950999/ONS1-2-S/1	On-Site Maint - /Pos - 11 to 20 pos sys - Supplemental Position - Year 8	1
950999/ONS1-2/1	On-Site Maintenance, (per position / per year for 11 to 20 positions) - Year 8	11

MapFlex Maintenance Services

MF-SRV-SUP	MapFlex Server Support and Maintenance - Year 6	1
MF-SRV-SUP	MapFlex Server Support and Maintenance - Year 7	1
MF-SRV-SUP	MapFlex Server Support and Maintenance - Year 8	1
MF-SRV-SUP20	MapFlex Server Support and Maintenance (11-20 pos) - Year 6	11
MF-SRV-SUP20	MapFlex Server Support and Maintenance (11-20 pos) - Year 7	11
MF-SRV-SUP20	MapFlex Server Support and Maintenance (11-20 pos) - Year 8	11

VIPER Alarm Monitoring

915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee - Year 6	11
915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee - Year 7	11
915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms	11

Annual Recurring Fee - Year 8

Hardware Protection

950999/HPMN1-BRD/1	Hardware Protect Multi-Node System - /Back Room Deployment - Year 6	1
950999/HPMN1-S/1	Hardware Protect Multi-Node System - /Pos - Supplemental Position - Year 6	1
950999/HPMN1/1	Hardware Protect Multi-Node System - /Position - Year 6	11
950999/HPMN1-BRD/1	Hardware Protect Multi-Node System - /Back Room Deployment - Year 7	1
950999/HPMN1-S/1	Hardware Protect Multi-Node System - /Pos - Supplemental Position - Year 7	1
950999/HPMN1/1	Hardware Protect Multi-Node System - /Position - Year 7	11
950999/HPMN1-BRD/1	Hardware Protect Multi-Node System - /Back Room Deployment - Year 8	1
950999/HPMN1-S/1	Hardware Protect Multi-Node System - /Pos - Supplemental Position - Year 8	1
950999/HPMN1/1	Hardware Protect Multi-Node System - /Position - Year 8	11

Antivirus Recurring Fees

914143	Symantec EndPoint Protection Manager (EPM) - 1 year - Year 6	20
914143	Symantec EndPoint Protection Manager (EPM) - 1 year - Year 7	20
914143	Symantec EndPoint Protection Manager (EPM) - 1 year - Year 8	20

OS Update Recurring Fees

950999/OSU/1	Operating System Update Service - Per System Back Room - Year 6	1
950999/OSU/1	Operating System Update Service - Per System Back Room - Year 7	1
950999/OSU/1	Operating System Update Service - Per System Back Room - Year 8	1

CISCO Update Service

912819/CD	Cisco IOS update CD - Year 6	1
912819/CD	Cisco IOS update CD - Year 7	1
912819/CD	Cisco IOS update CD - Year 8	1

Configuration Parameters - City of Napa - Fire Station**Site Configuration**

Total Positions	10 (8 Backup/2 IP Phones with ALI Backup)
AntiVirus	14

Recurring Services

Power Metrics Recurring Services

Maintenance

Software Subscription
Software Protection and Remote Tech Support
On-Site Maintenance
MapFlex Maintenance Services
VIPER Alarm Monitoring
Hardware Protection
Antivirus Recurring Fees

Site: City of Napa - Fire Station

Item#	Description	Qty
Power Metrics Recurring Services		
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 6	1
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 7	1
P10219	Power Metrics Suite - Annual access contract per PSAP - Year 8	1
Software Subscription		
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position - Year 6	8
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position - Year 7	8
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position - Year 8	8
Software Protection and Remote Tech Support		
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos - Year 6	10
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos - Year 7	10
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos - Year 8	10
On-Site Maintenance		
950999/ONS1-2-BU/1	On-Site Maint - /Pos - 11 to 20 pos sys - Back Up Position - Year 6	10
950999/ONS1-2-BU/1	On-Site Maint - /Pos - 11 to 20 pos sys - Back Up Position - Year 7	10
950999/ONS1-2-BU/1	On-Site Maint - /Pos - 11 to 20 pos sys - Back Up Position - Year 8	10

MapFlex Maintenance Services

MF-DMS-REN20	MapFlex Client License Renewal (11-20 pos) - Year 6	8
MF-DMS-REN20	MapFlex Client License Renewal (11-20 pos) - Year 7	8
MF-DMS-REN20	MapFlex Client License Renewal (11-20 pos) - Year 8	8

VIPER Alarm Monitoring

915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee - Year 6	8
915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee - Year 7	8
915137/SL/1	Per Power911 position remote monitoring - VIPER Alarms Annual Recurring Fee - Year 8	8

Hardware Protection

950999/HPMN1- BRD/1	Hardware Protect Multi-Node System - /Back Room Deployment - Year 6	1
950999/HPMN1- BU/1	Hardware Protect Multi-Node System - /Pos - Back Up Position - Year 6	10
950999/HPMN1- BRD/1	Hardware Protect Multi-Node System - /Back Room Deployment - Year 7	1
950999/HPMN1- BU/1	Hardware Protect Multi-Node System - /Pos - Back Up Position - Year 7	10
950999/HPMN1- BRD/1	Hardware Protect Multi-Node System - /Back Room Deployment - Year 8	1
950999/HPMN1- BU/1	Hardware Protect Multi-Node System - /Pos - Back Up Position - Year 8	10

Antivirus Recurring Fees

914143	Symantec EndPoint Protection Manager (EPM) - 1 year - Year 6	14
914143	Symantec EndPoint Protection Manager (EPM) - 1 year - Year 7	14

914143	Symantec EndPoint Protection Manager (EPM) - 1 year - Year 8	14
--------	--	----

Notes

-
- 1** This quote provides pricing for a (3) year VaaS (VIPER as a Subscription Annual Recurring Fee) maintenance extension ONLY.

Effective: 10 FEB 2025 - 9 FEB 2028

Previous Quote: Q26098v6

- 2** All inter-site connectivity is the responsibility of the Customer. WAN equipment, software, and connectivity to be procured, installed, and configured by the Customer

Unless otherwise specified in this quotation, routers are not included.

Two (2) connections are required between each site and the WAN.

WAN Requirements

- Layer 3 routing must be provided between all locations
 - Certified CAT5e/CAT6 between all network switches
 - Guaranteed Bandwidth for all Intrado applications
 - Low Latency (< 40ms)
 - Low Jitter (< 5ms)
 - Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
 - Support for QoS (Quality of Service) as needed
 - Security against intrusion and virus attack
 - Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
 - DNS Caching and forwarding from satellite sites to all VIPER Application Servers
 - Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
 - Multicast traffic must not pass between separate discrete VIPER systems
 - A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.
-

- 3** **Software Subscription Service** provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado software. Customers may then request the new release or version from Intrado based on applicability of the release to customer's system. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

- 4 **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of Intrado CPE system equipment.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders.

Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate
- b) Purchase of a new maintenance agreement (one-year or five-year)
- c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado software. Customers may then request the new update from Intrado based on applicability of the release to customer's system. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

- 5 **On-site Support Services** are primarily designed to assist with issues that require system expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's Intrado system. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and system upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Intrado may engage third-party vendors to provide the On-Site Support Services.

-
- 6 **Hardware Protection Service** provides for the replacement of any non-operating Intrado provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the Intrado Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the nonworking item from the customer.

- 7 MapFlex is a 9-1-1 call mapping application which locates incoming calls on a map display using customer GIS data and call location data received from the call handling system.

Customers are required to provide their GIS data for provisioning within MapFlex and are required to maintain their GIS data unless Intrado has been contracted to manage the data on the customer's behalf.

GIS Services Included with MapFlex Deployment

- MapFlex GIS Data Preparation services (creation or re-creation of the customer's GIS data package prior to Final Acceptance)
- Remote MapFlex Configuration services

Post-Deployment GIS Services Included Under an Active Maintenance Services Agreement

- Creation or re-creation of a GIS data package potentially required in support of software "break fix"
- Other GIS data professional services potentially required in support of a bug fix related to software

Post-Deployment GIS Services Not Included Under an Active Maintenance Services Agreement

- MapFlex GIS Data Preparation services (following the initial system setup and installation)
- MapFlex Data Update Service (one-time or recurring)

Re-creation of the GIS data package or other GIS data professional services performed in support of a MapFlex version upgrade

- 8 **Power Metrics**

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

Power Metrics services will be provided in accordance with the applicable Service Guide at <https://www.intrado.com/legal-privacy/terms/call-handling>.

Terms

VENDOR NAME	Intrado Life & Safety, Inc. Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	erd-ordermanagementteam@intrado.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 2023
INVOICING	<p>If Intrado is not performing Installation, software and equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept software and equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that software and equipment is used for live call-taking or dispatching. If software and/or equipment are being installed at multiple sites, the above acceptance process will apply to each site. The date of acceptance of the first site will be referred to as "Final Acceptance." Services will be deemed accepted when performed. If installation is not purchased, then all fees will be invoiced on shipment. If installation is purchased, Customer will be invoiced according to the following terms:</p> <ul style="list-style-type: none"> • 30% on acceptance of Customer's Order • 30% on shipment • 30% on System Cutover • 10% on Final Acceptance
DELIVERY	TBD
VALIDITY	Quote expires on November 27, 2025. 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.
COPYRIGHT	The information contained in this document is proprietary to Intrado Life & Safety, Inc. and is offered solely for the purpose of evaluation.

Optional Signature Page

Customer can purchase the products and services in this Quote by:

- Issuing a purchase order for the Total Amount of the quote
- OR
- By signing below

Intrado Quote Number: 77456 Version: 2 Date Issued: May 22, 2025

Total Purchase Amount (Not including Optional Products or Services): \$458,168

Please check one: Bill the Total Amount Upfront: _____ Bill Annually: X

ACCEPTED AND AGREED:

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: City of Napa, CA

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

By signing above, Customer acknowledges and agrees with the terms of the box checked below:

_____ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

 X A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.