

Quote and Purchase Addendum

Customer Bill to Address

Carbon County Sheriff
 415 W Pine Street
 Rawlins, WY 82301
 Email: brianlally@carbonwy.com

Customer Ship to Address

Carbon County Sheriff
 415 W Pine Street
 Rawlins, WY 82301

Quote Details

Quote Date: Dec 15, 2023
 Quote Expiration: Dec. 31, 2024
 Quote Number: 231209
 Prepared By: Tyler Jensen

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Motorola's staff as needed to ensure a smooth upgrade transition.

Included in Quote

Powerphone Interface

Package Quote

\$12,485

Support & Maintenance Years 2-5

Year 2 Support & Maintenance Total (Due 12 months after implementation)	\$1,275
Year 3 Support & Maintenance Total (Due 24 months after implementation)	\$1,326
Year 4 Support & Maintenance Total (Due 36 months after implementation)	\$1,379
Year 5 Support & Maintenance Total (Due 48 months after implementation)	\$1,434
Total Years 2-5 Support & Maintenance	\$5,414

5 Year Total: \$17,899

Payment Terms

- \$12,485 Payment Due Net 30 Upon Modules Installation
- Customer agrees to pay all invoices within thirty (30) business days of invoice date
- Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law.
- The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.



- At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Carbon County Sheriff, WY
Customer Name


Authorized Signature

1222013
Date

Alex Bawler Sheriff
Print Name and Title

A large, curved background image showing a person's profile in profile, talking on a mobile phone. The scene is dimly lit with blue and red ambient lighting, suggesting an indoor setting like a control room or office.

TOTAL **RESPONSE**

Implementation & Service Agreement

2023-12-15

**Prepared for:
Tracy Newbrough
Carbon County Sheriff's Office
Rawlins, WY**

Document # 22066

Introduction

This document serves as an agreement between PowerPhone and Carbon County Sheriff's Office to implement the PowerPhone Total Response Call Handling System. This document provides an overview of the implementation process, the responsibilities of both organizations in the process, and identification of key personnel who will be involved in ensuring a successful implementation of the system.

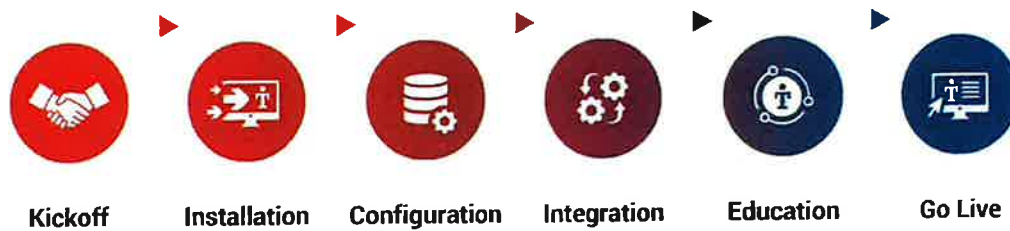
PowerPhone's Proposed Solution

PowerPhone will implement a Total Response Call Handling Solution for Carbon County Sheriff's Office. The delivered solution will include Total Response software for call handling and provide access to PowerPhone's full range of educational services. The process to implement and realize the full benefits of the system will be led by a dedicated PowerPhone Implementation Manager assigned to your agency. Of critical importance to the success of this initiative is a close working relationship between PowerPhone and Carbon County Sheriff's Office to set objectives, fulfill deliverables, and secure full adoption of this system among all end users. Ongoing use of the Total Response system will help ensure that your agency handles each call for service in a consistent manner.

Total Response Implementation Process

Implementing Total Response is a partnership between PowerPhone and Carbon County Sheriff's Office. PowerPhone will work closely with you in all phases of deploying your Total Response system, from installation to configuration to education to launch. PowerPhone will set a schedule of deliverables that brings you from "Kickoff" to "Go Live" as quickly as possible. To achieve this, it is important for all stakeholders at your agency to understand and agree to identified timelines.

You will be assigned a dedicated PowerPhone Implementation Manager (IM) to bring Total Response to your agency. Our IMs have both deep experience in emergency communications and expert knowledge of Total Response. ***Keeping in consistent contact with your assigned PowerPhone IM is of vital importance.*** Below are the major milestones in your implementation project. Please note that these milestones are not inclusive of all the work a project may entail, and that tasks that fall within each milestone may overlap as we work to launch your Total Response system as soon as possible.



1. **Kickoff.** More than just a formality, the kickoff phase sets expectations for the project and puts your agency and PowerPhone on a path to success. During this phase, your assigned PowerPhone IM identifies who will be responsible for completing various tasks on the project and reviews deliverables and timelines. This phase will also include a formal kick-off meeting to outline everything for all parties who will be involved in the project.
2. **Installation.** The installation of Total Response will be led by a highly-trained PowerPhone Technician who can assess all aspects of deploying our software in your environment. Your PowerPhone technician will complete all installation tasks and update you on progress as we assemble the components of the call handling solution your personnel will be using.
3. **Configuration.** Your IM and other PowerPhone team members will work with you to configure the various aspects of your Total Response system. This phase is where software settings will be reviewed, users will be set up, and protocols adjusted if necessary.
4. **Integration.** Total Response is designed at its core to work with your CAD system. During this phase, PowerPhone provides you with guidance on configuring your Total Response system to integrate seamlessly with your CAD system through incident code mapping.
5. **Education.** Your current telecommunicators and any new telecommunicators hired within the term of Annual Service Plan will have unlimited access to PowerPhone's full portfolio of self-paced online courseware through PowerPhone's Site Licensed Training offering. This includes Total Response application training, Emergency Medical Dispatch, Fire Service Dispatch, Law Enforcement Dispatch, Call Assessment, and Continuing Education on specialized topics. Certification is available but not required. In addition, Carbon County Sheriff's Office will receive onboarding training that includes an onsite visit provided there are no extenuating circumstances that limit or prevent travel.
6. **Go Live.** After all other milestones have been reached, your system is ready for production use. Your IM will coordinate a date for your go live and be available along with PowerPhone technicians to assist as Carbon County Sheriff's Office takes this critical step on the path to more consistent and effective call handling

Key Personnel and Responsibilities

PowerPhone will assign an Implementation Manager (IM) who will be in touch with you within 10 business days after this agreement is finalized. To streamline communication during the implementation process, your assigned IM will be the sole point of contact during implementation. If you have any questions before you are contacted by your IM, please contact your Account Manager:

Denis Young

Email: dyoung@powerphone.com

Phone: 203-350-0336 ext. 409

The primary point of contact for Total Response implementation at Carbon County Sheriff's Office shall be:

Tracy Newbrough

Email: tracynewbrough@carbonwy.com

Phone: (307)324-2776

The primary point of contact at Carbon County Sheriff's Office shall be responsible for the following:

- working with the assigned PowerPhone IM on all phases of the project;
- assigning tasks to internal stakeholders at Carbon County Sheriff's Office as needed to complete implementation project tasks; and
- coordinating all administrative and financial matters related to the implementation of Total Response at Carbon County Sheriff's Office.

Post Implementation

Once your Total Response implementation is complete, PowerPhone will continue to support your agency. Your Implementation Manager will schedule a follow-up meeting with your agency to evaluate your use of Total Response and recommend any changes deemed necessary. This follow-up meeting will be scheduled 4 months after completion of End User Training.

After your project is complete, your PowerPhone IM will transition you to your dedicated PowerPhone Customer Success Team that will assist you moving forward. Your Account Team will plan to meet with representatives from your agency twice a year to further assess usage, feedback, training, and other identified needs.

Annual Service Plan

Your Annual Service Plan provides you with technical support for Total Response and access to PowerPhone's full portfolio of online training programs. Your Annual Service plan begins 30 days after signing this Implementation & Service Agreement or upon installation of the Total Response software, whichever occurs first (unless noted differently below). Once started, your Annual Service plan will be in effect on an annual basis. It will be renewed automatically each year to provide continuity in the use of the Total Response software, training, and technical support.

Software Requirements

Carbon County Sheriff's Office agrees to purchase any necessary software licenses for components that are required to host Total Response. Carbon County Sheriff's Office also agrees to purchase any computer hardware necessary for hosting Total Response. If existing servers or workstations are deemed serviceable at Carbon County Sheriff's Office, PowerPhone will install Total Response on the existing hardware after reviewing it for fitness.

General requirements for Total Response may be viewed here: <https://powerphone.com/tr-requirements/>

Pricing

Pricing detailed in this agreement expires on 2023-12-31.

Total Response System Pricing

Name	Item Number	Price	QTY	Subtotal
Total Response: Base Software Package 2 call handling workstation licenses • 1 administrative workstation that handles reporting, quality assessment, supervisor, administrator, and/or script management functions 1 onsite visit and training on software • 1 API License (3rd party fees not included) • 1 Total Response Server License • Up to 5 temporary workstation licenses	TR2WS	\$42,999.00	1	\$42,999.00
Total Response: Additional Workstations To make a total of 7 workstations : Carbon County 2 Main + 2 Mobile Rawlins County - 2 Workstations Saratoga Police Department - 1 Workstation	TRADCHWS	\$6,000.00	3	\$18,000.00
Total Response: Additional Administration Licence For Rawlins / Saratoga Additional Administration/Supervisor/QA/Script Manager Modules Carbon County is included in the baseline package.	TRADCHWS	\$6,000.00	2	\$12,000.00



Site Licensed Training: Base Enrollment Package Initial pricing per agency for 2 call handling workstations for 1 year	TRLT2WS	\$8,999.00	1	\$8,999.00
Site Licensed Training: Additional Workstations	TRLTAWS	\$3,499.00	3	\$10,497.00
Support Services - Implementation Support	TRIMPSUP	\$1,600.00	3	\$4,800.00
End-of-year Credit - 5% This credit is only available if the ISA is signed before December 31, 2023	EOYC	-\$4,864.75	1	-\$4,864.75
				\$92,430.25

Subtotal **\$92,430.25**

Discount **\$0.00**

Tax **\$0.00**

Total Response System Total \$92,430.25



PO Box 911
Madison, CT 06443

ISA112822

Annual Service Plan Pricing

Pricing below is for the first 365 days of your Annual Service Plan (unless noted differently below). For new customers, the first year of your Annual Service Plan is included at no charge. After your initial service term expires, your Annual Service Plan payment will be due 30 days after your service renewal date. Pricing is subject to change over time. Any changes to your Annual Service Plan pricing will be clearly communicated prior to each renewal period.

Name	Item Number	Price	QTY	Subtotal
Annual Plan: Total Response Software	TRASWP	\$9,149.85	1	\$9,149.85
Annual Plan: Site Licensed Training	TRATL	\$6,965.00	1	\$6,965.00
Service Plan Credit	PPCREDIT-SP	-\$16,114.85	1	-\$16,114.85
				\$0.00

Subtotal **\$0.00**

Discount **\$0.00**

Tax **\$0.00**

Annual Service Plan Total \$0.00

Grand Total \$92,430.25

Payment Schedule

Payment #	Milestone	Amount Due	Percentage
1	Total Response (Due net 30 days)	\$92,430.25	100%

- Agency approval code / PO #:
- PowerPhone's Federal Tax ID #: 06-1121538
- PowerPhone's W-9 Form: <https://powerphone.com/powerphonew9>

Making Payments

Pay by wire or ACH (Preferred)	
Bank name	Webster Bank
Bank address	28 Durham Rd, Madison, CT 06443
Routing #	211170101
Make payable to	PowerPhone
Business Checking Account #	0009480375
SWIFT ID	WENAUS31

Pay by check	
Make payable to	PowerPhone
Mailing address	PO Box 911 Madison, CT 06443

Terms and Conditions

1. **Contracting Parties.** This Implementation Agreement ("Agreement") is binding between the Customer ("Customer" or "Carbon County Sheriff's Office") and PowerPhone as of the date this agreement is signed.
2. **Incorporation by Reference and Integration.** This Agreement is incorporated by reference into and governed by the terms and conditions of the most current PowerPhone Master Services Agreement ("Master Agreement"), which can be found at <https://www.powerphone.com/msa>. The provisions of this Agreement supersede any conflicting provisions contained in any other prior or concurrent written or oral agreements unless otherwise noted in this document.
3. **Software, Professional Services, and Educational Services.** Listed in the Pricing section above are the Software products, Professional Services, and Educational Services for which Carbon County Sheriff's Office is agreeing to pay for under the terms outlined in this document.
4. **Definitions.** Capitalized terms in this Agreement have the meaning ascribed to them in the Master Services Agreement unless defined otherwise herein.
5. **Renewal.** This agreement will automatically renew annually unless written notice is provided to PowerPhone 30 days before renewal date.

AGREED TO AND ACCEPTED:

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement.

Please sign below indicating your acceptance of the terms of this Agreement and Authority to enter into this Agreement.

For Carbon County Sheriff's Office:

Signature:



Date: 12/22/2023

Name:



Title: Sheriff

For PowerPhone:

Signature:



Date: 12/26/2023

Name: Denis Young

Title: Account Manager