

**AMENDMENT #1  
To  
Agreement #N1000009880  
For  
Public Mass Notification System**

This Amendment #1 to Agreement #N1000009880 for Public Mass Notification System (hereinafter "Amendment One") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Blackboard Connect, Inc., (formerly NTI Group) having its principal place of business at 15301 Ventura Blvd, #300, Bldg B, Sherman Oaks, CA 91403-6602 (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties."

WHEREAS, County and Contractor executed Agreement N1000009880 for Public Mass Notification System hereinafter "Contract"; and

WHEREAS, the Parties desires to issue Amendment One to renew the Contract through and including May 5, 2012 and increase the Base Contract amount in the amount of \$400,000.00;

NOW THEREFORE, the Parties agree as follows:

1. The term of the Contract is extended through and including May 5, 2012 unless otherwise terminated by County.
2. The total base Contract amount in Attachment B.2.a. is increased by \$400,000.00 for a new amount of \$2,088,037.00. Attachment B Cost/Compensation is amended to reflect the Year Four Base Cost and the new not to exceed amount. A true and correct copy of Attachment B is attached.
3. Unless expressly amended herein, all other provisions of the Agreement, as amended, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

**BLACKBOARD CONNECT, INC.**

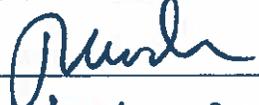
DATE: March 2, 2011

SIGNATURE: 

PRINT NAME: Tess Frazier

TITLE: Vice President

DATE: 3/1/11

SIGNATURE: 

PRINT NAME: Jonathan R. Walsh

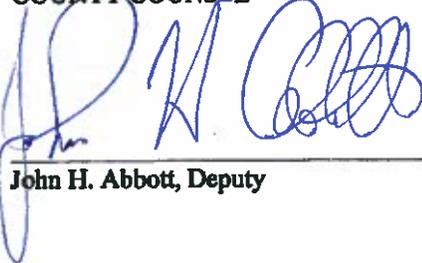
TITLE: Asst. Treasurer

\* If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph. The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

.....  
COUNTY OF ORANGE  
A political subdivision of the State of California

DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

APPROVED AS TO FORM  
COUNTY COUNSEL

  
John H. Abbott, Deputy

## ATTACHMENT B

### COST/COMPENSATION FOR CONTRACTOR SERVICES

**1. COMPENSATION:** This is a fixed price Contract between the County and the Contractor for a Public Mass Notification System as further described in this Contract. The Contractor agrees to supply all goods and services to provide and fully implement the Public Mass Notification System Solution. The Contractor agrees to accept the specific compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and material required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and or performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment.

**2. PAYMENT:** The total base Contract amount for the first four years shall not exceed: \$2,088,037.00.

**a. Base Costs – Unlimited Emergency and Inter-Department Message Usage:** County shall purchase Unlimited Emergency Message Usage service from Contractor. The Parties agree that for the purposes of this fixed-price Contract, the number of households (including residence and estimated business addresses) shall be based on available consensus household count data. Base cost includes an unlimited number of County and City user access accounts.

| Base Costs   | Year One  | Year Two  | Year Three | Year Four |
|--|-----------|-----------|------------|-----------|
| Unlimited Emergency & Inter-Department Message Usage | \$562,679 | \$562,679 | \$562,679  | \$400,000 |

**b. Optional Costs – Premium Data:** County has elected not to purchase Premium Data from Contractor at execution of this Contract. Should County elect to purchase such Premium Data from Contractor at a future date, a written amendment executed by both Parties shall be issued, and pricing for such data, for the term of this Contract, shall be as follows:

|                       |
|-----------------------|
| <b>Optional Costs</b> |
| Premium Data          |
| \$0.40 per household  |

**c. Optional City (or other Orange County jurisdiction) Costs – Upgrade to include Unlimited Non-Emergency Message Usage:** For any jurisdiction within Orange County there shall be the option to upgrade, through separate contract with Contractor, to include Unlimited Non-Emergency Message Usage at a cost not to exceed:

|  |
|--|
| <b>Optional City Costs</b>                               |
| Upgrade to include Unlimited Non-Emergency Message Usage |
| \$1.00 per jurisdiction household                        |

### **3. PAYMENT TERMS:**

**a. Unlimited Emergency and Inter-Department Message Usage –** Invoices will be paid monthly in arrears upon receipt of invoice.

**b. Premium Data –** If County elects to purchase Premium Data, invoices will be paid on a one-time basis in advance.

c. **City Upgrade to include Non-Emergency Message Usage:** City Upgrade will be paid for under separate contract(s) between Contractor and the City.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

#### **4. PAYMENT/INVOICING INSTRUCTIONS:**

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency or department
4. County Contract Number
5. Cost
6. Contractor's Federal I.D. Number
7. Total

The responsibility for providing an acceptable invoice to the County for payment purposes rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

County of Orange – CEO/IT  
 Attn: Teara LeBlanc, Program Manager  
 10 Civic Center Plaza, 2<sup>nd</sup> Floor  
 Santa Ana, CA 92701