

# CONTRACT ROUTING FORM

CONTRACT NO: 2010-013

**INSTRUCTIONS:** All original contracts must first be signed and notarized by the contractor, then routed to the authorized Gallatin County representatives according to the Small Purchasing Policy (Resolution #2008-085) and the Service Contract Procedure Guidelines. All contracts will be routed back to the originating department who MUST forward the original contract to the Clerk & Recorder for filing. **NO EXCEPTIONS!**

(NOTE: If contractor requires an original document, two contracts must be routed.)

**1. This section to be completed by: Department Head, Board Chairperson or Elected Official**

DATE: 7/21/09 FUND #: \_\_\_\_\_

RESPONSIBLE DEPARTMENT: 911 Communications SIGNATURE: \_\_\_\_\_

CONTRACT NAME: Intrado Inc. for Reverse 911 Services

CONTRACT AMOUNT: \$ \_\_\_\_\_ AMOUNT IS WITHIN MY BUDGET: YES \_\_\_ NO \_\_\_

CONTRACT AMOUNT IS WITHIN APPROVED PURCHASE AUTHORITY: YES \_\_\_ NO \_\_\_

MINIMUM SOLICITATION REQUIREMENTS HAVE BEEN DOCUMENTED: YES \_\_\_ NO \_\_\_

\*IF "NO" ANSWERED TO ANY QUESTION ABOVE, EXPLAIN REASONS and SEND TO COUNTY ADMINISTRATOR FOR REVIEW.

START DATE: 6/26/09 EXPIRATION DATE: \_\_\_/\_\_\_/\_\_\_

\*\*DESCRIPTION OF CONTRACT / GOODS OR SERVICES / SCOPE OF WORK:  
Contract for Reverse 911 Services and related training.

\*\*IF THIS IS A MODIFICATION, WORK ORDER OR AMENDMENT OF EXISTING CONTRACT PROVIDE ORIGINAL CONTRACT #: \_\_\_\_\_

DATE SIGNED BY CONTRACTOR: \_\_\_/\_\_\_/\_\_\_

**2. Finance Director complete, if amount is \$1,500 or greater.**

FINANCE DIRECTOR APPROVED: \_\_\_\_\_ DATE: 7/21/09

**3. County Administrator complete, if necessary.**

COUNTY ADMINISTRATOR APPROVED: [Signature] DATE: 7/21/09

4. County Commissioner approval required?:  Yes  No

5. Clerk and Recorder: Date Recorded: \_\_\_/\_\_\_/\_\_\_

6. Responsible originating department must send one approved contract to contractor.

## AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into by and between Intrado Inc. ("Intrado") and Gallatin County, Montana ("Customer"), as of 8/26 2009, or if no such date is indicated, then as of the latest date signed below ("Effective Date"). This Agreement consists of these terms and conditions and any order, statement of work, exhibit, or similar document made under this Agreement (each, an "Attachment") describing the products or services Intrado agrees to provide to Customer ("Services"). Intrado and Customer are referred to herein as "Parties" or "Party". The term "Affiliate" has the meaning in Rule 405 of the Securities Act of 1933.

**1 TERM.** This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending Attachment.

### **2 PAYMENT.**

**2.1** Customer will pay the fees described in Attachments. Except as specified in an Attachment, recurring fees will be billed monthly, and non-recurring fees will be billed within thirty (30) days of the Attachment effective date or (if applicable) completion of the delivery or milestone to which the non-recurring fees relate. Subject to Section 2.5 below, all invoices will be due and payable within thirty (30) days of invoice date. Any services requested by Customer and performed by Intrado before execution of an Attachment or outside the scope of the Attachment may be billed at Intrado's then-current hourly rate.

**2.2** Customer will bear all applicable taxes, duties, and other government charges relating to the Services (including applicable interest and penalties), except taxes based on Intrado's income. Any claim of tax exemption must be supported by appropriate documentation.

**2.3** Unless otherwise provided in an Attachment, within thirty (30) days after any early termination of an Attachment (except due to Intrado's default), Customer will pay for Services received as of the date of termination plus an amount equal to the monthly recurring fees times the remaining months in the term of the applicable Attachment. The "monthly recurring fees" will be equal to the average monthly fee invoiced to Customer in the six (6) months prior to the notice of termination. The Parties agree that Intrado has made pricing concessions based on such minimum fees and that any shortfall payment due under this paragraph is a fair approximation of Intrado's damages, not a penalty. These fees are in addition to any nonrecurring fees due under the terms of the Attachment.

**2.4** If Customer fails to pay any invoice when due (other than as provided in Section 2.5), interest will accrue as of the date of delinquency at the lower of two percent (2%) per month or the highest rate permitted by applicable law. Upon each such delinquency, Intrado may provide one or more Default Notice(s) to Customer (see Section 7 below). If the delinquency is not cured within ten (10) days after delivery of the Default Notice, Intrado may, by so indicating in the Default Notice (a) suspend Services and charge a reconnection fee or deposit on any recommencement; and/or (b) amend the prices for the remaining term of the applicable Attachment. These remedies are in addition to any other remedies available to Intrado, and apply notwithstanding anything to the contrary in this Agreement or the Attachment(s). Customer will be responsible for all reasonable costs of collection (including attorney fees).

**2.5** If Customer disputes an invoice in good faith, Customer may withhold only the disputed amount, not to exceed one month's recurring fees for the applicable Service. To object to any invoice, Customer must (a) notify Intrado within fifteen (15) days of any such invoice, specifying the nature of the dispute; and (b) pay any undisputed amounts as provided herein. Both Parties will in good faith investigate and attempt to promptly resolve any disputed invoices.

**2.6** No set-off, deduction or cross-collateralization is permitted. Intrado may change credit or payment terms at any time when, in Intrado's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Intrado so warrants.

**3 CONFIDENTIALITY.** Except to the extent disclosures are required under applicable federal, state or local freedom of

information laws or regulations ("Public Request"), the terms of Exhibit A (Confidentiality Terms) will apply to this Agreement. Upon any Public Request, Customer may disclose the applicable Confidential Information, but only to the extent required by applicable law or regulation, and Customer will give sufficient notice to Intrado to allow Intrado an opportunity to object or limit the scope of disclosure.]

### **4 LIMITED WARRANTY.**

**4.1** Intrado warrants that Services will be provided in a workmanlike manner in accordance with industry standards and by individuals with suitable skills and abilities. Except as provided in an Attachment, Services will be deemed accepted when performed. Intrado does not warrant products, equipment, hardware, or software not manufactured by Intrado, but will on request, assign to Customer any applicable third party warranties to the extent permitted by such third party.

**4.2** EXCEPT AS STATED IN SECTION 4.1, INTRADO MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. INTRADO EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

**4.3** Customer will provide information reasonably required or requested by Intrado to perform the Services, including as applicable: cell site specifications; Customer or third party databases; network architectures and diagrams; forecasts; current process performance statistics; interfaces and access to Customer or third party software, hardware, or systems; routing and network addresses and configurations; and key contacts for problem escalation (collectively "Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to use the Customer Materials; (b) the Customer Materials will be accurate; and (c) Intrado's use of the Customer Materials will not violate the rights of any third party.

### **5 LIMITATION OF LIABILITY.**

**5.1** EXCEPT FOR THE PARTIES' INDEMNIFICATION AND PAYMENT OBLIGATIONS AND CLAIMS RELATING TO VIOLATIONS OF SECTION 6 OR 8, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID TO INTRADO BY CUSTOMER FOR THE APPLICABLE SERVICES IN THE SIX MONTHS PRECEDING THE DATE OF THE CLAIM.

**5.2** THE FOREGOING LIMITS ON LIABILITY WILL APPLY WHETHER THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

**5.3** NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT MAY BE ASSERTED BY EITHER PARTY.

### **6 INDEMNIFICATION.**

**6.1** By Intrado. Intrado agrees to indemnify and hold harmless Customer from and against any and all third-party claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees and expenses (collectively,



"Claims") for physical injury or death or damage to real property to the extent caused by Intrado's gross negligence or willful misconduct.

**6.2 By Customer.** Customer will indemnify, defend and hold Intrado, its Affiliates and their officers, directors, employees and agents harmless from any and all third-party Claims arising out of or resulting from (a) the Customer Materials or a breach of Section 4.3; (b) a claim relating to any product or service offered by Customer or any of its customers, except to the extent such claim is due to Intrado's gross negligence or willful misconduct; and/or (c) for physical injury or death or damage to real property to the extent caused by Customer's gross negligence or willful misconduct.

**6.3 Procedures.** The party claiming indemnification will (a) notify the indemnifying party of any claim in respect of which the indemnity may apply; (b) relinquish control of the defense and any settlement of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party will be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and does not affect any rights of the indemnified party. The indemnified Party, at its own expense, may participate in the defense through its counsel. The indemnities herein will not apply to the negligence of the indemnified party.

**6.4 Immunity.** If applicable and to the extent not prohibited by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including but not limited to governmental or other immunity, indemnification, or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

**7 TERMINATION AND EXPIRATION.** If either Party materially defaults in the performance of any material provision of any Attachment or this Agreement, and such default is not cured within (a) for any late payments, ten (10) days; or (b) for all other matters, thirty (30) days, after notice ("Default Notice") specifying in reasonable detail the nature of the default, then the non-defaulting Party may by further notice terminate for cause the Attachment or, if applicable, the Agreement and all Attachments. The cure period will extend for up to thirty (30) more days if Intrado continues to use good faith efforts to cure its default.

**8 INTELLECTUAL PROPERTY.** Intrado will have and retain full and exclusive ownership of all intellectual property rights associated with any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to any (a) Service, including any Intrado work product, (b) result of a Service, (c) Confidential Information; (d) joint development, and/or (e) enhancement or improvement to or derivative of any of the foregoing (collectively, including the intellectual property rights relating thereto, "Intrado IP"). Customer receives a non-exclusive, non-transferable, terminable license to use the Intrado IP only as necessary for Customer to use the Services and subject to the terms of any applicable Attachment. Customer receives no other right, title or interest in or license to use any Intrado IP. Additionally, Customer will not disclose or allow access to Intrado IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access the Intrado IP and who are bound by law or written agreement to comply with Customer's duties under this Agreement. Customer will not directly or indirectly reverse engineer, decompile, disassemble or copy any Intrado IP. Customer will return all Intrado IP at the conclusion of the applicable Service. Customer will cooperate to take such actions reasonably requested to vest ownership of Intrado IP in Intrado.

**9 ON-SITE SERVICES.** If Intrado personnel perform Services on Customer's premises, (a) Customer will provide all appropriate facilities, access, furnishings, equipment, software, documentation, passwords, and data; (b) Customer will maintain adequate security, safety, utilities, and environmental standards, consistent with

industry standards and its regular practices; (c) while on Customer's premises, Intrado personnel will comply with Customer's standard rules and regulations consistently applied and communicated to Intrado in advance; and (d) Customer will reimburse Intrado for its reasonable out-of-pocket expenses incurred in connection with the Services, including coach class travel, business class lodging, automobile rental, and meals.

## 10 INSURANCE.

**10.1** Intrado and Customer will maintain during the term of this Agreement (a) Workers' Compensation insurance as prescribed by the law of the state in which the Services are performed; (b) employer's liability insurance with limits of at least \$500,000 for each occurrence; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (d) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (e) Professional Liability or Errors and Omissions insurance in the amount of at least \$1,000,000 for each occurrence; and (f) excess or umbrella liability at a limit of no less than \$5,000,000 per occurrence and aggregate in excess of the underlying coverage required above. The CGL, employer liability, excess or umbrella liability, and automobile liability policies of each Party will designate the other Party and its officers, directors and employees as an Additional Insured.

**10.2** On either Party's written request, the other Party will furnish certificates evidencing the foregoing insurance. Each Party will endeavor to notify the other in writing at least thirty (30) days prior to any cancellation or termination of its policy.

## 11 MISCELLANEOUS

**11.1 Force Majeure.** Neither party will be liable for delays and/or defaults in its performance (other than Customer's obligation to pay fees) due to causes beyond its reasonable control, including the following: acts of God; war, terrorism or the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failures; technology attacks, epidemic; riots; embargoes; quarantine; viruses; changes in applicable laws, rules or regulations, strikes or lockouts; disputes with workmen or labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; or acts or requests of any governmental authority.

**11.2 Notices.** All notices required hereunder will be made in writing to the addresses below the signature line. Notices will be acceptable only if provided as follows, and will be deemed given (a) one day after deposit with an overnight courier, charges prepaid; (b) three days after mailing by first class, certified, or registered U.S. Mail, charges prepaid, return receipt requested; and (c) when delivered by hand with confirmed receipt.

**11.3 Changes And Improvements.** Intrado may enhance or otherwise modify Services and specifications, including in response to changes in laws, on reasonable notice to Customer.

**11.4 Independent Contractors.** The Parties are independent contractors, and nothing herein will be construed to any other effect.

**11.5 Exclusivity.** Except as specified in an Attachment, neither Party is bound by any exclusivity to the other under this Agreement.

**11.6 No Third Party Beneficiaries.** This Agreement benefits Customer and Intrado. There are no intended third party beneficiaries, including Customer's customers.

**11.7 Severability; No Waiver.** To the extent any provision of this Agreement or any Attachment is invalid or unenforceable, it will be ineffective without affecting the remaining provisions. No course of dealing or failure of a Party to enforce any provision of this Agreement, or to exercise any right, obligation, or option provided hereunder, will be deemed to amend this Agreement or constitute a waiver of the same.



**11.8 Interpretation.** In this Agreement, "including" means "including, without limitation", and "days" refers to calendar days. This Agreement and each Attachment is the joint work product of Intrado and Customer; no inference may be drawn or rules of construction applied against either Party to interpret ambiguities. If any terms of this Agreement and an Attachment conflict, the terms of the Attachment will govern for that Attachment only. No preprinted or form terms on a purchase order will apply.

**11.9 Assignment.** This Agreement will be binding on the successors and assigns of both Parties, provided, however, that neither Party may transfer or assign this Agreement without the prior written consent of the other, not to be unreasonably withheld. However, Intrado may assign this Agreement to an Affiliate or to an acquirer of all or part of Intrado's business or assets without such consent. Any other assignment or transfer by either Party will be void and of no effect.

**11.10 Governing Law; Venue.** This Agreement will be governed by and construed under the laws of Montana, without regard for its choice of law principles.

**11.11 Remedies.** Either Party will be entitled to immediate injunctive relief, without the posting of a bond or demonstration of irreparable harm, for breach of Section 3 or 8 above. Except as stated herein, the rights and remedies of each Party are in addition to any other rights or remedies available at law or in equity.

**11.12 Laws, Regulations, Permits.** Each Party represents that it has or will obtain all consents, licenses, permits and certificates

required to receive or perform the Services and to do business in the United States. If Intrado reasonably believes that continued performance of the Services would cause Intrado or Customer to violate any law, statute, ordinance, court order or regulatory agency rules, Intrado may cease the applicable Service(s) to the extent reasonably required to correct or avoid the violation.

**11.13 Advertising and Publicity.** Except for materials already made public, neither Party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other Party's name or trademarks (or any variation thereof), without the other Party's prior written consent, not to be unreasonably withheld or delayed. Intrado may, however, use Customer's name and trademarks in a list of customers, or in connection with written sales or promotional materials.

**11.14 Survival.** Sections 2, 3, 5, 6, 8 and 11 will survive the expiration or termination of this Agreement or any Attachment.

**11.15 Entire Agreement.** This Agreement, together with any Attachment(s), constitutes the Parties' entire understanding, and supersedes any prior written or oral agreements or understandings, related to the subject matter hereof. This Agreement may be executed in any number of counterparts and/or by facsimile or scanned electronic (e.g. .pdf, .tif) copy, all of which taken together will constitute a single instrument. This Agreement or any Attachment may be modified only by a mutually executed amendment. This Agreement is not enforceable unless properly executed by both parties.

Representing that it has full authority to enter into and perform under this Agreement, each of the Parties hereby executes and authorizes this Agreement as of the Effective Date.

GALLATIN COUNTY, Montana

*Earl Mathers*

Authorized Signature

Earl Mathers

Name Typed or Printed

County Administrator 7/21/09

Title

Dated signed:

**Address for Notices:**

615 S. 16th Avenue  
Bozeman, MT 59715  
Attn: \_\_\_\_\_

INTRADO INC.

*Mary Hester*

Authorized Signature

Mary Hester

Name Typed or Printed

EVP

Title

6-11-09

Date signed:

**Address for Notices:**

1601 Dry Creek Dr.  
Longmont, CO 80503  
Attention: Legal Department  
With copy Attention: Corporate Controller

Intrado  
*MH*  
Approved as  
to Form

## EXHIBIT A

### Confidentiality Terms

1. During the course of this Agreement, either Party may receive or have access to Confidential Information of the other. "Confidential Information" means any confidential information or data disclosed by a Party ("Disclosing Party") to the other Party ("Recipient") under or in contemplation of this Agreement, which (a) if in tangible form or other media that can be converted to readable form is clearly marked as Confidential, proprietary, or private when disclosed; or (b) if oral or visual, is identified as Confidential, proprietary, or private on disclosure. The terms "Disclosing Party" and "Recipient" include each Party's Affiliates that disclose or receive Confidential Information. Each Party will cause its Affiliates, employees, and employees of its Affiliates to comply with the obligations of this Exhibit A, and each Party agrees that it is responsible for the due compliance with this Exhibit A by each of such Affiliates and employees. Actions or omissions by a Party's Affiliate, employee, or an employee of its Affiliate, that if taken by said Party would constitute a breach of this Exhibit A, will be considered to be also actions or omissions of said Party and therefore a breach of this Agreement by said Party. The Recipient will and will cause its employees, Affiliates and employees of Affiliates to (i) use the Confidential Information only in connection with the Recipient's performance of its obligations or in exercising its rights under this Agreement; (ii) restrict disclosure of the Confidential Information to employees of the Recipient and its Affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; (iii) advise those employees and Affiliates who have access to the Confidential Information of their obligations with respect thereto; (iv) treat the Confidential Information with at least the same degree of care to avoid disclosure to any third party as is used by Recipient with respect to its own information of like importance which is to be kept secret; and (v) copy the Confidential Information only as necessary for those employees who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies.
2. For the purposes of this Exhibit A only, "employee" includes third parties retained by the Parties for temporary consultative, administrative, clerical, programming or related Services support. A "need to know" means that the employee reasonably requires the Confidential Information to perform his or her responsibilities in connection with this Agreement.
3. "Confidential Information" will not include, and the provisions of this Exhibit A will not apply to, any information that (a) is or becomes available to the public through no breach of this Agreement; (b) was known by the Recipient without any obligation to hold it in confidence; (c) is received from a third party free to disclose such information without restriction; (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party; or (e) is approved for release by written authorization of the Disclosing Party but only to the extent of such authorization. If Recipient is required by judicial or administrative action (e.g. subpoena, order), law or regulation to disclose Confidential Information of the Disclosing Party, Recipient may do so, but only to the extent so required. In such event, unless prevented by law or judicial order, Recipient will give sufficient notice to the Disclosing Party to allow the Disclosing Party an opportunity to obtain an appropriate protective order.
4. Confidential Information, including copies, will be deemed the property of the Disclosing Party. The Recipient will, within twenty (20) days of a written request by the Disclosing Party return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or if so directed by the Disclosing Party, destroy such Confidential Information and any other materials (tangible and intangible) that contain, reflect, or are based on all or any part of the Disclosing Party's Confidential Information.
5. The terms of this Exhibit A will survive any termination or expiration of this Agreement for a period of five (5) years, except for any item of Confidential Information that is a trade secret, for which such obligations will survive for so long as such item remains a trade secret.

# **Intrado Target Notification Services**

## **Statement of Work for Citizen Notification Service for Gallatin County, Montana**

**intrado**<sup>®</sup>  
1601 Dry Creek Drive  
Longmont, CO 80503  
(720) 494-5800

**Notice**

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**Trademark Information**

All trademarks used herein are the property of their respective owners.

It is the policy of Intrado to improve products and services as new technology, software, hardware, and firmware become available. Intrado, therefore, reserves the right to change specifications without prior notice.



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**Intrado Target Notification Services  
Statement of Work  
for  
Citizen Notification Service**

**1.0 Introduction**

This Statement of Work ("SOW"), effective as of 6/20/09 ("SOW Effective Date"), is an Attachment to the Agreement for Services between Intrado Inc. ("Intrado") and Gallatin County, Montana ("Customer"), dated as of 4/20/09 ("Agreement").

Intrado provides Emergency Notification Services as defined by 47 U.S.C. § 222(h)(6) under the name "Intrado Target Notification Services" as more fully described in this SOW ("Services"). Intrado and Customer are referred to herein individually as "Party" and collectively as "Parties".

This SOW sets forth the responsibilities of Intrado and Customer for Customer's subscription to the Services. If terms conflict between this SOW and the Agreement, this SOW governs. Charges for the Service are specified on Appendix A attached to this SOW. The definitions in Appendix B will apply to this SOW. Capitalized terms not defined in this SOW have the meanings set forth in the Agreement.

The following appendices are attached to this SOW:

- Appendix A: Fees
- Appendix B: Definitions

This SOW describes the following elements of the Citizen Notification service:

- The service components managed and maintained by Intrado;
- The support activities and/or deliverables; and
- Specific roles and responsibilities of Intrado and Customer regarding the deployment and maintenance of the service

**2.0 Term of SOW**

This SOW is effective upon the SOW Effective Date, and will continue for the period described in Appendix A ("SOW Initial Term"). Following the SOW Initial Term, this SOW will renew automatically for continuous one (1) year terms, (each, a "Renewal Term") unless terminated at the end of the Initial Term or a Renewal Term upon no less than ninety (90) calendar days advance written notification by the terminating Party. Intrado may terminate this SOW on no less than thirty (30) days' prior written notice to Customer, with no liability to Intrado or Customer, should Intrado cease to market or provide the Services as a continuing business.

**3.0 Key Assumptions and Customer Responsibilities**

- Customer uses the Citizen Notification TN and address data to deliver information regarding emergency System Activations within the Customer's Service Area.
- Customer provides Intrado with the contact information for the individual (project manager) who is responsible for, and has the authority to make decisions relating to, the deployment of the Citizen Notification service within the Customer Service Area.
- Customer understands that Citizen Notification service is a web-based service that requires certain minimum components to operate effectively.
- Customer provides Intrado with the contact information for Customer's GIS contact who provides Intrado with street, community, and address range information.

- Customer obtains, or requests that Intrado obtain at Customer's expense, a TN/address database extract from Customer's designated E9-1-1 database management service provider. If E9-1-1 data is not available, at Customer's expense, Customer obtains or requests that Intrado obtain a commercially-managed TN and address directory database.
- The service implementation activities for Customer cannot be initiated until the TN and address extract file is received by Intrado (including TN, service address, street name (including prefix, suffix and directional, community and state).
- Customer satisfies minimum system requirements recommended by Intrado.
- Customer responds to errors referred by Intrado in a timely manner by providing the appropriate street centerline information required for error resolution.
- Intrado's ability to include unlisted and/or non-published TNs in the Citizen Notification database is dependent upon the current regulatory environment and other applicable law;
- Customer identifies to Intrado those individuals authorized to activate, administrate, and maintain the Citizen Notification system. Customer notifies Intrado when the status of these individuals changes.
- Customer assists Intrado in understanding Customer's methods, procedures, and organizational structure intended for deploying the Citizen Notification service.

## **4.0 Citizen Notification Description**

### **4.1 Overview**

The Services will allow Customer to initiate and launch notification System Activations to a defined population for the purpose of delivering emergency information. Non-wireline voice notifications are limited to the TNs and other contact information provided to the Citizen Notification Service by Customer.

### **4.2 Emergency Call Relay Center**

In addition to providing the ability for Customer to initiate and launch its own notification System Activations, Intrado's ECRC provides support to Customer during System Activation Initiation. The ECRC authenticates Customer information, handles system Activation Initiation calls, launches System Activations at the direction of Customer, and provides customer support.

### **4.3 Security Groups**

This new, optional feature provides customers with the ability to segment their Target Notification database into multiple Security Groups. The functionality includes the following:

- Each Security Group is a segregated instance within the overall customer database provided by Intrado. Security Group users may only access his or her authorized group to perform tasks and edit data, and may not access other Security Group(s) within the overall customer database. Only a "master" administrative user may access all Security Groups.
- Each Security Group may consist of an unlimited number of contacts.



- Administrators assigned by Customer shall have access to all contacts at the Customer level and will be required to assign administrator access to a user for each Security Group.
- The administrator for each Security Group will be authorized to assign additional administrators and users solely for their Security Group.
- Administrators and users will have access only to those contacts in their Security Group.
- Events launched to contacts in a Security Group using the mapping feature will send notifications to all contacts in the geographic calling area chosen by the user. It will not limit notifications to only contacts within the user's Security Group mapping view.

Intrado will work with the Customer to determine the number and structure of the Security Groups prior to deployment of the Intrado Target Notification system. Fees for implementation of Security Groups will be charged as set forth in the Pricing section of this document.

Activation of this optional feature will occur thirty days after Customer requests the Services in writing ("Security Group Notice"). Customer agrees to provide required Customer-specific information for the deployment of the Security Group functionality at the time of the Security Group Notice.

#### **4.4 Optional Non-Wireline Notification Opt-In Registration**

Intrado will provide, as an optional feature, a website to be used for Residents in the Customer's service area to register their non-wireline telephone number(s) and corresponding fixed address(es) to receive geographic emergency notifications that impact their area (Opt-In Service). This webpage will be made available as a link from Customer's website. Data registered on this site will be sent through the geocoding process by Intrado, and if successfully geocoded, will be added to the Customer's Notification database. Opt-In registration data that does not successfully geocode will not be added to the Customer's Notification database and will be sent to Customer along with the monthly Target Notification error report. Customer is responsible for correcting the data and having the Resident reenter their information on the Opt-In Registration site.

- The Opt-In Service will be used for registering VoIP and Wireless telephone numbers and corresponding addresses, only.
- The Opt-In Service will not make any changes to 9-1-1 wireline data if a Resident enters a wireline TN into the site.
- The Opt-In Service will not validate the identity of persons using the site to register their TNs.
- The Opt-In Service will not verify the accuracy of the TNs or corresponding addresses registered on the site.
- The Opt-In Service site will not include the ability for Residents to unregister a TN that has already been registered.
- All data entered into the Opt-In site is provided by the Resident. Intrado claims no responsibility for the accuracy of the data entered or the ability to use the data to launch emergency notifications if any part of the entered data is inaccurate or incomplete or the address is outside the Customer's service area.

- Fees for Opt-In Services will be charged as set forth in Appendix A, attached hereto.

Activation of this optional feature will occur thirty days after Customer requests the Services in writing ("Opt-in Notice"). Customer agrees to provide Customer's choice of the Standard or Custom Website, and required Customer-specific information for the deployment of the Website at the time of the Opt-in Notice.

## **5.0 Citizen Notification Support Services**

### **5.1 Project Management Support**

Intrado will identify a project manager authorized to act on behalf of Intrado with respect to Service deployment. Project managers meet on a periodic basis in order for the Parties to inform each other of the status of the Parties' respective tasks and responsibilities.

#### **5.1.1 Single Point of Contact**

Each party will appoint a project manager to serve as the single point of contact regarding Services.

#### **5.1.2 Deployment Schedule (if applicable)**

Intrado's project manager creates the Customer deployment schedule. As soon as reasonably possible, the Intrado and Customer project managers meet to determine mutually agreed upon milestone deliverables and deliverable dates.

### **5.2 Initial Data Preparation**

#### **5.2.1 Customer Area Telephone Number/Address Extract**

Customer requests and obtains, or requests that Intrado request and obtain, an initial extract of the data described in Section 3.0.

### **5.3 Training**

Customer's trainers are provided training on how to initiate and launch System Activations in support of the Customer's train-the-trainer program. Intrado will provide a maximum of one webcast training session of up to four (4) hours in duration, with a maximum of ten (10) attendees at no cost to Customer, as set forth in Appendix A.

In addition, Customer is provided with Citizen Notification customer documentation.

All other training, both Onsite and Webcast, will be charged in accordance with Appendix A.

### **5.4 Citizen Notification Telephone Number/Address Maintenance**

Intrado incorporates updated TN and address records into the Citizen Notification Service databases, provided that such data is made available to Intrado by the Customer.

Intrado attempts to Geocode the updated records, and if an updated record Geocodes successfully, the records are incorporated into the Citizen Notification database so that such records are available for a System Activation.

In order to support the on-going geocoding of new records, the Citizen Notification Street Centerline File, as well as the street and community alias and translation tables, are updated and maintained.

The on-going availability of TN and address records in the Citizen Notification database for use during System Activations depends on whether new telephone/address records can be Geocoded and whether such records can be updated in the Street Centerline File, alias, and/or translation tables in a timely manner. Customer's ability to provide Intrado with the appropriate GIS and/or mapping resources determines whether or not these records can be included in the Citizen Notification database.

#### **5.4.1 Voice Message Maintenance**

Customer may create and manage Voice Messages. Customer may create and manage Text-to-Speech Messages via the web interface. Customer is solely responsible for the content and maintenance of its Voice Messages and Text-to-Speech Messages.

### **6.0 System Activations**

#### **6.1 System Activation Initiation**

Customers may initiate a System Activation by launching through the web application or contacting the ECRC via telephone.

If a new mapping System Activation is launched through the ECRC, the user must identify three (3) or (4) geographic points to the ECRC which, when connected by straight lines, depict a polygon (e.g. a triangle or rectangle) ("Point Identification Method"). Customer acknowledges that the Point Identification Method may be inaccurate and/or unreliable and may require an extended period of time to implement. Therefore, Customer agrees that Intrado will not be responsible for any inaccuracies or errors in the interpretation of mapping boundaries or in the System Activation Launch arising from use of the Point Identification Method, and will indemnify and hold harmless Intrado, its officers, directors, employees, and agents from any and all claims, losses (including expenses), and damages arising out of or in connection with the Point Identification Method.

#### **6.2 Multiple Simultaneous Citizen Notification System Activations**

If multiple System Activations are initiated and launched simultaneously, the outbound calling capacity of the calling ports may be shared equally among the System Activations.

#### **6.3 Duration of Citizen Notification System Activations**

The duration of a System Activation is determined by several factors, including:

- call recipient behavior
- the number of TNs associated with the System Activation;
- the length of the Voice Message;
- the call strategy;
- the number of System Activations in progress;
- the length of the average call duration including ring time; and
- the network throughput of the outbound calls.

#### **6.4 Call Completion Rate**

Call completion rates for Citizen Notification may vary based on a number of factors, including:

- Number of call attempts and length of interval between call attempts
- Length of Subscriber's answering machine recording
- Duration of the recorded message plus repeat message option, if selected
- Network congestion at the local telephone company end office, within the local telephone company network, and between telephone company networks
- Call recipient behavior



- Limited network paths into
  - Private Branch Exchange (PBX) systems,
  - Facilities based Centrex systems, and,
  - "Remote" central office systems.

### 7.0 Reports

Customer is provided system activity and System Activation reports through the web application.

### 8.0 System Availability

Citizen Notification, including Voice Message recording, web application, ECRC, and outbound calling platform, are available to Customer 24 hours per day, 365 days per year except during maintenance activities.

### 9.0 Authority

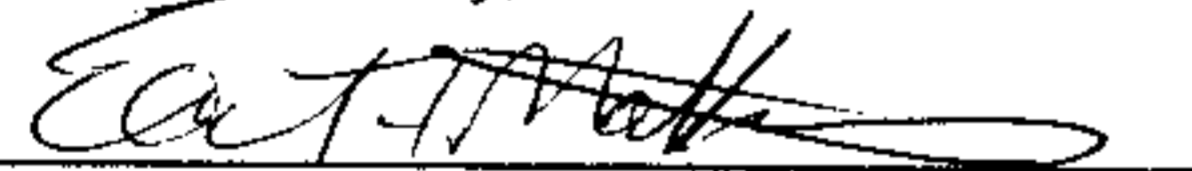
Each Party represents to the other that (i) it has full authority to enter into and perform under this SOW; (ii) the person signing this SOW on its behalf is properly authorized; and (iii) it has read this SOW, understands it, and agrees to be bound by all of its terms, conditions, and provisions.

### 10.0 Entire Agreement

This SOW shall not be enforceable unless duly executed by both Parties. This SOW, together with any Appendices hereto and the Agreement, constitutes the Parties' entire understanding related to the subject matter of this SOW and supersedes any prior written or oral agreements or understandings with regard to the subject matter of this SOW.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed by their duly authorized representatives.

Gallatin County, Montana



Signature

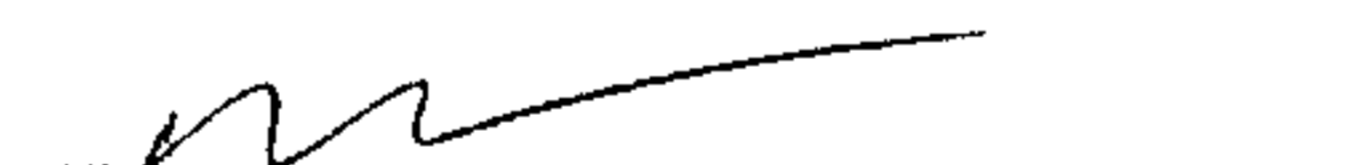
Earl Mathers

Printed Name and Title

7/2/09

Signature Date

Intrado Inc.



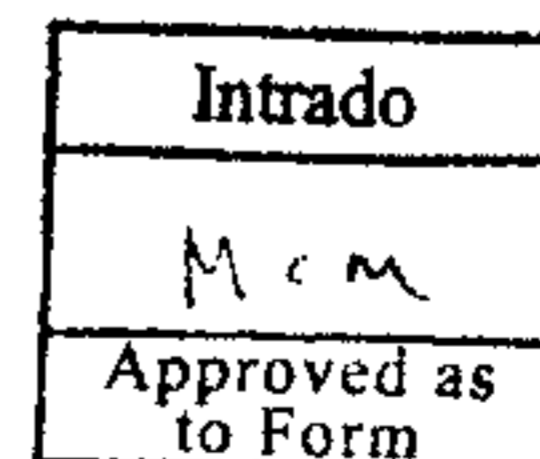
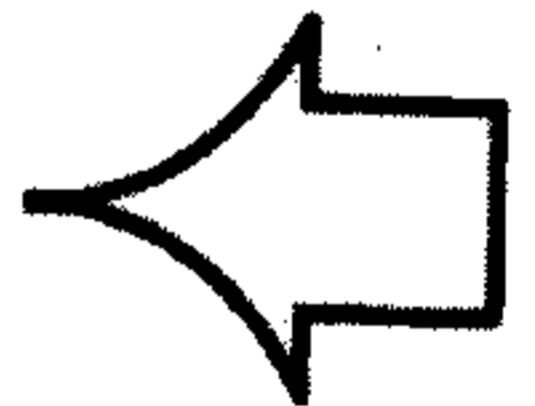
Signature

Mary Hester, EVP

Printed Name and Title

6-11-09

Signature Date



# **APPENDIX A: Fees and Payment Schedule**

## **for Citizen Notification Services**

### **for Gallatin County, Montana**

**Term:** 3 years

**Exclusivity:** In consideration for the pricing stated below, Customer agrees that Intrado will have exclusive right to provide to Customer services similar or identical to the Services described herein.

#### **Pricing**

The standard price of Citizen Notification is made up of four major components.

- A One-Time Fee ("OTF") paid upon SOW Effective Date.
- A Monthly Recurring Fee ("MRF").
  - The MRF is invoiced on a monthly, per-TN record basis. A TN record is defined as the name, service address, and telephone address of each Telephone Subscriber listed in (a) the Citizen Notification geocoded database; or (b) the Hosted Data database. A Minimum MRF will be charged per month. Per TN fees in excess of this minimum will apply in any month that the stated MRF per TN exceeds the monthly minimum fee.
  - MRFs are billed monthly, starting thirty (30) calendar days after the Customer data extract is loaded and Geocoded and the first Error Report is delivered to Customer.
- A Usage Unit Fee.
  - Usage Units included in the Usage Package may be used at any time during the SOW Term. Usage Units are comprised of each thirty (30) second or less outbound or inbound Citizen Notification System Activation, each individual text, page, or SMS message sent, and each individual fax page sent by the customer. Email messages are free and not deducted from the Usage Units in the chosen package. Unused usage included in the Customer's chosen Usage Package expires at the end of the Initial SOW Term. Usage included in any Renewal Term will be recalculated by Intrado based on the Renewal Term and the pro-rated original Usage Package chosen. For example, if the Initial Term was 5 years with 60,000 Usage Units included, each one-year Renewal Term would include 12,000 Usage Units.
  - Additional Use Pack – is a package of 10,000 additional Usage Units available to be purchased for the stated fee. Additional Use Packs may be purchased by the Customer at any time during the SOW Term, provided that Additional Use Packs may not be purchased retroactively to cover past usage. Unused Additional Use Pack expires at the end of the Initial SOW Term or Renewal Term in which the Additional Use Pack was purchased.
  - Excess Usage – Usage in excess of the amount included in the chosen package and any Additional Use Packs purchased during the SOW Term.
- A Subscriber Data Charge (optional).
  - Subscriber data charges apply to Intrado's acquisition of telephone subscriber records on Customer's behalf. These charges are due upon the SOW Effective Date, and may be revisited and adjusted annually on notice to Customer.

- o Customer may obtain telephone subscriber data without Intrado's assistance, which would eliminate this charge.

**Pricing Details**

Intrado reserves the right to rescind the pricing and the offer stated herein if the SOW is not signed and returned to Intrado 30 days from the date Customer receives this SOW.

Pricing below is based on the following estimated number of TNs to be included in the Citizen Notification database: 36,600

Description	Metric
Usage Units* included at no additional charge during initial 3 year Term	27,000
OTF	WAIVED
Monthly Minimum Fee	\$888.00
MRF	\$0.024 per TN
Additional Use Pack of 10,000 Usage Units	\$2,000.00
Excess Usage Unit Fee per Usage Unit	\$0.25
Subscriber Data Fees: <b>NOTE: Data Fees are valid for one year and are subject to annual review.</b>	\$0

\*1 Usage Unit = 30 seconds of completed call time for inbound or outbound voice messages OR 1 Fax page OR 1 text/SMS/Pager message. Email messages are free.

**Post Deployment Services and Pricing**

Deliverable	Price	T&M Rate	Notes
Onsite Customer Training	\$2,000 per day for up to two 4 hour training sessions, plus travel expenses		Customer site requirements: Computer workstations with Internet access and minimum system requirements for all participants. Up to 10 attendees per class.
Initial Remote Training via Webcast	FREE		One webcast training session of up to four (4) hours in duration, with a maximum of ten (10) attendees
Additional Remote Training via Webcast	\$450 per session		Up to 10 attendees for a 2 to 4 hour webcast.
Professional Services*		\$125.00/hr	
*Professional Services Fees may apply to any Customer request for Services not explicitly set forth in the SOW ("Out of Scope Services").			



Hosted Data Setup Charges	\$0.00	Intrado will load Hosted Data files for Customer at a T&M rate of \$90.00/hr with one (1) hr. minimum. There is no charge if the Customer sets up Call Lists without Intrado's assistance.	Hosted Data are maintained by the Customer using the web interface. Customer may set up and store unlimited Hosted Data.
Preplan Setup Charges	\$0.00	Intrado will load Preplan files or digitize hardcopy Preplans for Customer at a T&M rate of \$90.00/hr with one (1) hr. minimum. There is no charge if the Customer sets up Preplans without Intrado's assistance.	Preplans are maintained by the Customer using the web interface. Customer may set up and store unlimited Preplans.
Priority Geo-coding Services: (includes both Initial and Subsequent Geo-coding)		\$90/hr.	
Opt-In Registration – Standard Website  <b>Customer selected:</b> <input type="checkbox"/>	\$1,000 OTF**	All TNs registered on the Opt-In site will be charged the negotiated MRF rate. All usage will be subject to Usage Unit charges.	The Standard Opt-In website will be branded with Intrado's logo and contain standard instruction and disclaimer language.
Opt-In Registration – Customized Website  <b>Customer selected:</b> <input type="checkbox"/>	\$3,000 OTF**	All TNs registered on the Opt-In site will be charged the negotiated MRF rate. All usage will be subject to Usage Unit charges.	The Customized Opt-In website will be branded with Customer's logo. Customer may modify instruction language, include a Customer contact TN, provide a link to Customer-provided FAQs and expand the disclaimer language.
Security Groups  <b>Customer selected:</b> <input type="checkbox"/>	\$4,600 OTF**	All unique TNs in Security Groups will be charged the negotiated MRF rate. All usage will be subject to Usage Unit charges.	See Section 4.3 of SOW.

\*\* Opt-In and/or Security Groups OTF shall be invoiced at SOW effective date if Customer chooses to purchase these options at SOW signing. Otherwise these services will be invoiced upon receipt of the Opt-in and/or Security Group Notice, if Customer chooses to order them after SOW signing.

If this SOW is terminated by Customer for any permitted reason under the SOW or the Agreement, Customer will pay as a termination fee and not as a penalty the MRF or ARF times the remaining months in the Term.

## **APPENDIX B: Definition of Terms**

### *Customer Service Area*

The geographic area served by Customer.

### *ECRC*

Emergency Call Relay Center. Intrado's 24x7x365 operation responsible for assisting Customer with launching System Activations.

### *End User*

A participating jurisdiction of Customer.

### *Activation ID*

The unique system-generated identifier for all System Activation types. The Activation ID identifies the System Activation on all Citizen Notification reports.

### *Geocode*

The process of assigning a specific geographic location to TN and address data.

### *GIS*

Geographic Information System. An automated mapping system that allows analysis and graphic display of geographic features and attributes information.

### *Hosted Data*

A database of telephone numbers of city officials, emergency workers, or other personnel compiled by Customer or its participating jurisdictions.

### *Preplanned System Activation*

A System Activation with standard and predetermined boundaries.

### *Street Centerline File*

A GIS-based database that contains records that represent street names and addresses graphically. Street centerlines are imaginary lines drawn down the center of a street right-of-way with the street name and address attributes. Typically, a single record exists for a street between intersecting or cross streets.

### *System Activation*

The commencement of outbound calling to communicate during an emergency (or non emergency) situation in which officials wish to provide information and/or instructions to a specific portion of the population and/or designated emergency personnel.

### *System Activation Boundaries*

The geographic area of a System Activation.

### *System Activation Initiation*

The process of communicating the specifics of a Citizen Notification System Activation to Intrado via the ECRC. System Activation Initiation triggers System Activation.

### *Target Notification*

Suite of notification services that are offered by Intrado including Citizen Notification and First Responder.

*TN*

Telephone Number.

*Voice Message*

An outbound notification message created by Customer for delivery during a System Activation. A Voice Message must be created before a System Activation can be initiated.