



Deschutes County Board of Commissioners  
1300 NW Wall St., Suite 200, Bend, OR 97701-1960  
(541) 388-6570 - Fax (541) 385-3202 - [www.deschutes.org](http://www.deschutes.org)

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## **AGENDA REQUEST & STAFF REPORT**

**For Board Business Meeting of August 10, 2016**

**FROM:** Steve Reinke                      911                      541-322-6101

**TITLE OF AGENDA ITEM:**

Consider a contract with Noble 911 for the replacement of the District's 9-1-1 phone system.

**PUBLIC HEARING ON THIS DATE?** No.

**BACKGROUND AND POLICY IMPLICATIONS:**

The District's 9-1-1 phone system is at the end of its service life, and some critical parts for the system are no longer available. The District configured and specified a new phone system several months ago and submitted the system detail and pricing to the State 9-1-1 Program Office division of the Office of Emergency Management (OEM) for review and approval because the 9-1-1 program reimburses the majority of the cost for the system.

It has taken several months to get OEM to approve the level of reimbursement. (Originally the system was scheduled to go-live on June 15<sup>th</sup>.) The prolonged reimbursement approval process has turned a critical system replacement need into an emergency.

**FISCAL IMPLICATIONS:**

None.

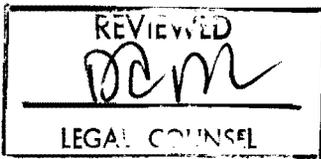
**RECOMMENDATION & ACTION REQUESTED:**

Consider approving the contract.

**ATTENDANCE:** Steve Reinke.

**DISTRIBUTION OF DOCUMENTS:**

Three originals. Two to Steve Reinke at the Deschutes County 9-1-1 Service District (one will be for the vendor) and one for the County's records.



**PUBLIC SAFETY CONTRACT FOR SALES AND SERVICE BETWEEN NOBLE 911 SERVICES, LLC AND THE DESCHUTES COUNTY 911 SERVICE DISTRICT**

Noble 911 Services, LLC (“Noble 911”) and the Deschutes County 911 Service District (“Customer”), who are referred to in this contract together as “Parties” or individually as “Party”, hereby enter into this Public Safety Contract for Sales and Service (“Agreement”). This Agreement is effective upon the execution of this Agreement by the parties (“Effective Date”).

**1. Products and Services Supplied under this Agreement.**

- 1.1 Noble 911 will provide and Customer will purchase the hardware, software or both (“Product”) specified in Attachment 1 to this Agreement. Customer will purchase product to provide Public Safety Emergency Communications Services.
- 1.2 Noble 911 agrees to install product specified in Attachment 1 according to the terms and conditions described in Sections 4 and 5 of this Agreement.
- 1.3 Noble 911 will provide maintenance services for the Public Safety products specified in Attachment 1 according to the terms and conditions described in Sections 6.1-6.5 of this Agreement.
- 1.4 Title to Products, if any, passes to Customer upon physical delivery to Customer’s identified site.

**2. Sales Terms**

- 2.1 Noble 911 prices for products, installation, and maintenance appear in Attachment 1 to this Agreement. All charges will be paid within 60 days after receipt of the invoice and in accordance with the payment schedules referenced in Attachment 1 to this Agreement. Prices quoted in this Agreement will be honored for 90 days after the date of the quote, after that time prices are subject to change.
- 2.2 **Acceptance.** Customer must notify Noble 911, in writing, specifying any portions of the products listed in Attachment 1 that are unacceptable. If Customer has not so notified Noble 911 within 30 business days from the installation date or delivery date, whichever is applicable, products will be deemed accepted.
- 2.3 **Late Payment Charge.** Noble 911 may apply a service charge of 2/3 of one percent (2/3%) per month on any unpaid balance not received by Noble 911 within 60 days of the invoice date.
- 2.4 **Taxes, Surcharges, and Fees.** Prices do not include taxes, surcharges, or fees, established by governmental authorities, including: None. Taxes, surcharges and fees do not apply to this Agreement. Alternatively, Customer may supply Noble 911 a tax exemption certificate in a form satisfactory to Noble 911.
- 2.5 **Customer Default.** In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, Noble 911 will have the right, after 30 days prior written notice, to cease performance or warranty service hereunder. This remedy will be in addition to any other remedies, including termination, available to Noble 911 in law or equity.
- 2.6 **Customer Right to Terminate.**
  - 2.6.1 Customer may, at its sole discretion, suspend Noble 911’s Services under this Agreement, upon written notice by Customer to Noble 911, setting forth the length of the proposed suspension.

2.6.2 Customer may, at its sole discretion, terminate this Agreement without cause upon thirty (30) days written notice by Customer to Noble 911.

2.6.3 Customer may, in its sole discretion, terminate this Agreement, immediately upon notice to Noble 911, or at a later date as Customer may establish in the notice, upon the occurrence of any of the following events:

2.6.3.1 Customer fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Customer, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement;

2.6.3.2 Federal or state laws, regulations, or guidelines are applied, modified or interpreted in a way that either the procurement or purchase of or payment for the Services or Goods by Customer under this Agreement is challenged or prohibited, or Customer is prohibited from paying for Services or Goods from the planned funding source; or

2.6.4 Customer may terminate this Agreement upon written notice to Noble 911, or at a later date as Customer may establish in the notice, if Noble 911 fails or neglects to comply with any term or condition of this Agreement.

2.6.5 Noble 911 shall stop performance under this Agreement as directed by Customer in any written notice of suspension or termination delivered to Noble 911 under this section.

**2.7 Order Changes.** Any changes to an order or installation request and any additional orders for Product must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") substantially in the form attached hereto as Attachment 3 to Noble 911. The amendment and/or Purchase Order will be signed by authorized representatives of both Parties, and incorporated into this Agreement.

### **3. Delivery**

**3.1** Customer will ensure that its personnel are available to receive delivery of products at site, at a date and time to be determined between Noble 911 and Customer and will make available secure space for storage.

**3.2** Risk of loss and damage to products passes to Customer upon delivery and acceptance of products to Customer at site.

**3.3** Unless otherwise agreed, Customer will be responsible for proper site preparation, for meeting and maintaining proper environmental conditions, including but not limited to, air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of products in Attachment 1.

**3.4** Products delivered to Customer will be available at site on the installation date. The estimated installation begin and complete dates are identified in Attachment 1 to this Agreement.

**4. Installation.** To ensure that the products set for the site as described in Attachment 1 have been installed according to the manufacturer's specifications, Customer agrees to provide proper site preparation, including allowing compliance with manufacturer's specifications of floor plan requirements, as well as providing necessary openings, ducts, terminals and cross connect fields, and conduits in floors and walls. Customer also agrees to meet and maintain proper environmental requirements as indicated by manufacturer of products listed in

Attachment 1 and providing electric current and grounds for any necessary purpose, related to this Agreement, with suitable outlets in rooms where required. Noble 911 shall deliver a copy of all manufacturer's specifications to Customer at least 30 days prior to the installation date.

- 5. Time and Materials Charges.** Additional time and materials charges are applicable under the following circumstances: Any modifications to a building's electrical system that is required to install listed products and not provided by Customer; drilling access holes and providing suitable conduit; and/or connecting voice recorder equipment which was not purchased under this Agreement. Time and materials charges are set forth in Attachment 1. Noble 911 shall prepare and provide Customer with a written quote for all additional Products or Services. Noble 911 shall not provide any additional services until Customer has reviewed and accepted the quote. The written quote for additional Product or Services will be an amendment to this Agreement and will not be effective until signed by the Parties.
- 6. Maintenance.** After expiration of the warranty period, all products listed in Attachment 1 will be maintained in accordance with the manufacturer's original performance specifications.

  - 6.1 Service and Scope of Maintenance.** Noble 911 will provide remedial maintenance on products listed in Attachment 1, 24 hours a day, seven days a week on a call out basis. Remedial maintenance means maintenance Noble 911 deems reasonably appropriate and necessary to return products listed in Attachment 1 to proper operating condition as specified by manufacturer's specifications. Customer must follow diagnostic procedures, as specified by Noble 911, by phone, email, or *PSAP portal* of any products malfunction.
  - 6.2 Repair and Replacement of Parts.** Noble 911 will have the option to repair or replace products specified in Attachment 1. Noble 911 may, upon obtaining written consent of Customer, use reconditioned parts or components of products as replacement. Replacement parts become the property of Customer, and the defective parts become the property of Noble 911 unless Noble 911 uses parts from Customer's spare inventory. In those cases, the defective part will remain the property of the Customer. Costs/pricing for replacement parts will be the listed price at the date the replacement occurs. Noble 911 shall update the costs/pricing for Products and Services on Attachment 1 as changes are made.
  - 6.3 Maintenance Exclusions.** Equipment or products not listed on Attachment 1 to this Agreement are not covered by this Agreement. Service calls for products listed in Attachment 1 that are damaged as a result of misuse of the products, abusive environment, Customer modification (not approved by Noble 911), Customer interfaces with peripheral products, moves, fire, vandalism, operator error, use of improper supplies, natural disasters, or other causes beyond normal usage of the products are not covered by this Agreement. However, if Customer requests Noble 911 to make repairs under such circumstances, and if Noble 911 agrees to make such repairs, Noble 911 will provide Customer with a written quote for the repair and shall not provide Products or Services until Customer has reviewed and accepted the quote. The accepted quote is an amendment to this Agreement. Service calls to locations

which are remote from the primary locations listed are not covered by this Agreement.

**6.4 Term of Maintenance.** The term of maintenance will be sixty (60) months and will begin the day after the warranty period expires for products. Should Noble 911's Agreement with equipment manufacturer terminate before the end of this Agreement, Noble 911 may discontinue maintenance service with reasonable notice to Customer. Customer may discontinue maintenance service without further obligation to Noble 911 upon sixty (60) days written notice to Noble 911.

**6.5 Rates and Charges for Maintenance.** Noble 911 may initiate and increase on each anniversary of the Agreement, not to exceed three percent (3%) annually, provided Noble 911 notifies Customer, in writing, 30 days in advance of any such increase. Maintenance charges are provided in Attachment 1.

**7. Customer Premise Equipment.** Customer authorizes Noble 911 to communicate and coordinate with local telecommunication providers, on Customer's behalf, for the installation and maintenance of Customer Provided Equipment ("CPE"), described in Attachment 1. Noble 911 will coordinate with described providers up to the Customer's demarcation point.

**8. Subcontractors.** Upon first obtaining written consent of Customer, Noble 911 may subcontract all or any portion of the work.

**9. OSHA/Asbestos.** Noble 911 and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and health Administration's ("OSHA") rules and regulations. Customer certifies, to the best of its knowledge, that there is no asbestos on any premises or in any areas where Noble 911 will be working. This Agreement does not contemplate or include prices attributable to working in an asbestos environment. In the event asbestos is discovered in the Noble 911 work area, Noble 911 shall immediately notify Customer. Customer, in its sole discretion, may elect to terminate this Agreement or pay reasonable additional costs to remediate the issue in compliance with OSHA's rules and regulations.

**10. Limitation of Liability.** OREGON REVISED STATUTE 403.110 SHALL APPLY TO THIS AGREEMENT BY THIS REFERENCE AND GOVERN LIMITATION OF LIABILITY.

## **11. INSURANCE.**

**11.1 Required Insurance.** Noble 911 shall obtain at Noble 911's expense the insurance specified in this section 11 prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods. Noble 911 shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Customer.

**11.2 Workers' Compensation.** All employers, including Noble 911, that employ subject workers, as defined in Oregon Revised Statute (ORS) 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

Noble 911 shall require and ensure that each of its subcontractors complies with these requirements.

**11.3 Employer's Liability.** If Noble 911 is a subject employer, as defined in ORS 656.023, Noble 911 shall obtain employers' liability insurance coverage.

**11.4 Professional Liability.** Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement. Noble 911 shall provide proof of insurance of not less than the following amounts as determined by the Customer:

Per occurrence limit for any single claimant through June 30, 2016:  
\$2,046,300. July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.  
Per occurrence limit for multiple claimants through June 30, 2016, 4,096,000.  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.  
State Court Administrator website:  
[http://courts.oregon.gov/OJD/courts/circuit/tort\\_claims\\_act.page](http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page)

**11.5 Commercial General Liability.** Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Noble 911 shall provide proof of insurance of not less than the following amounts as determined by the Customer:

**11.6 Bodily Injury/Death.**

Per occurrence limit for any single claimant through June 30, 2016, 2,046,300.  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.00.

Per occurrence limit for multiple claimants through June 30, 2016, 4,096,000.  
July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

State Court Administrator website:

[http://courts.oregon.gov/OJD/courts/circuit/tort\\_claims\\_act.page](http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page)

From July 1, 2016, and every year thereafter, the adjusted limitation will be as determined by the State Court Administrator pursuant to ORS 30.273.

**12. Indemnification.** OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCTS IS THE SOLE RESPONSIBILITY OF CUSTOMER. NOBLE 911'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCTS SOLD, INSTALLATION AND MAINTENANCE OF THE PRODUCTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. INDEMNIFICATION FOR CLAIMS ASSOCIATED WITH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM OPERATION OF SUCH PUBLIC SAFETY SYSTEMS, CPE AND PRODUCTS SHALL BE AS PROVIDED BY OREGON REVISED STATUTE ORS 403.110. NOBLE 911'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT

COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. IN NO EVENT SHALL NOBLE 911 BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

**13. Confidentiality.** No party will, without the prior written consent of the other parties, make any disclosure of the terms of this Agreement or disclose or use the confidential information of the other party. A party may disclose confidential information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish right or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. Customer's obligations of confidentiality, if any, are subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505 and Oregon Custody and Maintenance of Records Laws, ORS 192.005 through 192.170.

**14. Warranties.**

**14.1** THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO THIS AGREEMENT.

**14.2** WARRANTY FOR PRODUCTS WILL BEGIN ON THE ACCEPTANCE DATE AND WILL CONTINUE FOR ONE FULL CALENDAR YEAR. DURING THIS WARRANTY PERIOD, NOBLE 911 WILL PROVIDE SERVICE TO KEEP PRODUCTS LISTED IN ATTACHMENT 1 IN GOOD WORKING ORDER AND ENSURE PRODUCTS CONFORM TO THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT.

**14.3** DURING THE WARRANTY PERIOD, NOBLE 911 WILL REPAIR OR REPLACE, AT NO CHARGE, PRODUCTS THAT ARE DEFECTIVE DUE TO QUALITY OF MATERIAL OR MANUFACTURER'S WORKMANSHIP. FOR PRODUCTS SOLD BUT NOT INSTALLED BY NOBLE 911, A 90 DAY WARRANTY WILL BEGIN ON THE DATE OF DELIVERY OF THE PRODUCT(S) TO CUSTOMER.

**14.4** PERSONNEL FURNISHED BY NOBLE 911 WILL BE QUALIFIED TO PERFORM TASKS AND FUNCTIONS FOR WHICH THEY ARE ASSIGNED AND WILL PERFORM THEM IN A PROFESSIONAL MANNER.

**14.5** Noble 911 has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Noble 911 will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with the highest standards applicable to Noble 911's industry, trade or profession;

**14.6** Noble 911 is and shall be, at all times during the term of this Agreement, qualified, professionally competent, and duly licensed to perform Services and do business in the State of Oregon;

**14.7** Noble 911 is not in violation of, charged with nor, to the best of Noble 911's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order

of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Noble 911's provision of the Services shall not violate any such law, ordinance, regulation or order;

- 14.8** Noble 911's performance under this Agreement to the best of Noble 911's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for either Noble 911 or any Noble 911 personnel that will perform the Services under this Agreement.
- 14.9** Noble 911 shall perform all Services as an independent contractor. Although Customer has the right (i) to determine and modify the delivery schedule for Services to be performed and (ii) to evaluate the quality of the completed performance, Customer cannot and will not control the means or manner of Noble 911's performance. Noble 911 is responsible for determining the appropriate means and manner of performing any Services required under this Agreement. Noble 911 certifies, represents and warrants that Noble 911 is an independent contractor of Customer under all applicable State and federal law. Noble 911 is not an "officer", "employee", or "agent" as those terms are used in ORS 30.265 of State or Customer. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.
- 14.10** Noble 911 represents and warrants that the personnel providing services under this Agreement are employees of Noble 911; that Noble 911 withholds applicable income taxes from the pay of its employees; that Noble 911 pays workers' compensation insurance premiums arising from the employment of its employees under this Agreement; that Noble 911 makes all other applicable tax and related payments arising from that employment (including without limitation social security tax payments); and that Noble 911 provides employee benefits to its employees, including without limitation health insurance benefits, vacation benefits, and retirement benefits.
- 14.11** For a period of no fewer than six calendar years preceding the Effective Date of this Agreement, Noble 911 faithfully has complied with:
- All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - Any tax provisions imposed by a political subdivision of this state that applied to Noble 911, to Noble 911's property, operations, receipts, or income, or to Noble 911's performance of or compensation for any work performed by Noble 911;
  - Any tax provisions imposed by a political subdivision of this state that applied to Noble 911, or to goods, services, or property, whether tangible or intangible, provided by Noble 911; and
  - Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 14.12** IF THE PRODUCTS OR SERVICES FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF THE ACTIONS OR NEGLIGENCE OF CUSTOMER OR ACTIONS OF A THIRD PARTY (OTHER THAN AN AGENT OF, OR INDEPENDENT CONTRACTOR OF NOBLE 911), OR DAMAGE RELATING TO ACTS OF GOD, FIRE, VANDALISM, OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER INTERFACES OF PERIPHERAL

EQUIPMENT, THEN CUSTOMER WILL PAY ALL CHARGES ASSOCIATED WITH THE REPAIR OR REPLACEMENT THEREOF IF CUSTOMER DECIDES TO REPAIR OR REPLACE SAID ITEMS.

**15. Warranty Exclusions.** THE WARRANTIES PROVIDE BY NOBLE 911 UNDER THIS AGREEMENT DO NOT INCLUDE THE FOLLOWING: WORK OR SUPPLY OF MATERIAL RELATING TO MAINTAINING A PROPER ENVIRONMENT OUTSIDE OF ATTACHMENT 1; EQUIPMENT NOT SOLD, INSTALLED, AND MAINTAINED BY NOBLE 911 EXCEPT FOR THE 90 DAY WARRANTY FOR PRODUCTS SOLD BUT NOT INSTALLED BY NOBLE 911; FURNISHING SUPPLIES WHICH ARE NOT PART OF THE PRODUCTS OR RELATED FURNISHING MATERIAL; PRODUCTS AFFECTED BY OPERATOR ERROR, MISUSES OF PRODUCTS OR NATURAL DISASTERS; WARRANTY AND MAINTENANCE ON UNINTERRUPTED POWER SUPPLY; SUCH WARRANTIES ARE THROUGH THE MANUFACTURER AND DO NOT INCLUDE BATTERY REPLACEMENT; ELECTRICAL WORK EXTERNAL TO PRODUCTS SOLD UNDER THIS AGREEMENT; NOBLE 911 DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

**16. Software.** All software remains the property of the software's owner. If required by the owner, a license must be granted to the end-user (Noble 911's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said owner. Noble 911 shall deliver a copy of all such licenses to Customer. Customer shall have 30 days to review the license. If the terms of the license are unacceptable to Customer, Customer may terminate this Agreement without liability. If the terms of the license are acceptable to Customer, both parties will adhere to the terms of the license and such license will be executed as required and will become incorporated into this Agreement by reference.

**17. Dispute Resolution/Applicable Law.** In the event that the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with the Agreement or any of the terms or conditions thereof, or any transaction hereunder including but not limited to either party's failure or alleged failure to comply with any of the provisions of the Agreement (hereinafter collectively the "Dispute"), other than one related to the release of Confidential Information, the parties shall first conduct the following procedure in an attempt to resolve the Dispute:

- The parties shall make every effort to settle any Dispute through their respective managers, within five (5) calendar days of one party notifying the other party of a Dispute.
- If the Dispute is not resolved between the managers, then either party may initiate formal dispute resolution discussions by advising the other party in writing. The contact point for these discussions shall be the parties' Authorized Representatives. The parties shall attempt to resolve the Dispute within 5 calendar days of the notice from a party that they are initiating this second level of Dispute resolution discussions. If the parties mutually agree in writing that there has been substantial progress toward resolution of the Dispute, this second

level may be extended for an additional five (5) business day period which shall commence at the conclusion of the first five (5) day period.

- If the parties are unable to resolve the Dispute, the parties may file suit as set forth below.

Nothing in this section 17: (a) will in any way limit a party's rights to seek injunctive relief of any kind, at any time, with respect to any matter; (b) in any way limit Customer's or Noble 911's right to suspend or terminate the Agreement or pursue other remedies available under the Agreement, by law or otherwise; (c) remove the requirement to provide notices or filings to meet deadlines otherwise required by law; or (d) constitute a waiver of the sovereign immunity of the State of Oregon. The Agreement will otherwise be governed by the laws of the State of Oregon, without regard to its choice of law principles. Any claim, action, or suit (collectively, "Proceeding") between State and Noble 911 that arises from or relates to this Agreement shall be brought and conducted within the Circuit Court of the State of Oregon for Deschutes County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted within the United States District Court for the District of Oregon. NOBLE 911 HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of the State of Oregon's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or consent to jurisdiction based thereon.

**18. Entire Agreement/Assignment/Severability.** The Agreement constitutes the entire agreement between Customer and Noble 911 with respect to the subject matter hereof, and supersedes all prior oral or written agreements or understandings relating to the subject matter hereof. The agreement is intended solely for Noble 911 and Customer and it will not benefit or be enforceable by any other person or entity, including End Users. Customer agrees not to resell or assign the service or any of Customer's rights or obligations under this Agreement without prior written consent from Noble 911, which consent shall not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect.

**19. Wavier/Delay.** Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond the reasonable control of that party, including natural disasters, acts of terror, material shortages or unavailability, changes in applicable government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

**20. Amendment.** All amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice.

**21. Notices.** Except as otherwise provided herein, all required notices must be in writing and sent to Noble 911 at PO Box 1857, Sisters, Oregon 97759; Facsimile #: 866-986-4180; Attn.; Legal Department, and to Customer at the address below. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile. Customer's current address, facsimile number, and person designated for notices are:

Steve Reinke, Director  
Deschutes County 9-1-1 Service District  
PO Box 6005  
Bend, OR 97708  
(541) 322-6101 Desk / (541) 382-5767 Fax

Noble 911 and Customer execute and authorize this Agreement as of the last date shown below:

For Customer:

For Noble 911 Services, LLC

BOARD OF COUNTY COMMISSIONERS  
FOR DESCHUTES COUNTY, OREGON,  
ACTING AS THE GOVERNING BODY OF  
THE DESCHUTES COUNTY 9-1-1  
SERVICE DISTRICT

\_\_\_\_\_  
Alan Unger, Chair

\_\_\_\_\_  
Joel Palanuk

Date: August \_\_\_\_, 2016

\_\_\_\_\_  
Tammy Baney, Vice Chair

\_\_\_\_\_  
Anthony DeBone, Commissioner

Date August 15, 2016

ATTEST:

\_\_\_\_\_  
Recording Secretary

**Attachment 1 - PUBLIC SAFETY CONTRACT FOR SALES AND SERVICE BETWEEN NOBLE 911 SERVICES, LLC AND THE DESCHUTES COUNTY 911 SERVICE DISTRICT**

**1 Pricing Proposal Summary**

Description	Not to Exceed Reimbursable Amount	Deschutes 911	
Year 1 cost for CPE with Text-to-911 Capability	<b>\$704,663.18</b>	<b>\$529,291.32</b>	Line Items referenced in Detail Summary: 159, 211, 256, 302, 391, 436, 451, 477
Year 1 cost for license and warranty with Text-to-911 and Power Locate (PL)	<b>\$52,199.50</b>	<b>\$56,690.00</b>	255, 301, 460 (moved to Deschutes), 476
Year 1 cost for maintenance with Text-to-911 and PL turned on	<b>\$50,700.00</b>	<b>\$46,800.00</b>	453
<b>Total Year 1 cost with Text-to-911 and PL</b>	<b>\$807,562.68</b>	<b>\$632,781.32</b>	
Years 2-5 cost for license and warranty with Text-to-911 and PL	<b>\$52,199.50</b>	<b>\$56,690.00</b>	255, 301, 460 (moved to Deschutes), 476
Years 2-5 cost for maintenance with Text-to-911 and PL	<b>\$50,700.00</b>	<b>\$46,800.00</b>	453
<b>Total Years 2-5 cost with Text-to-911 and PL (each year)</b>	<b>\$102,899.50</b>	<b>\$103,490.00</b>	
Shipping Cost Estimate, not to exceed	<b>\$3,500.00</b>		\$1,219,160.68

Payment Terms

60% of Year 1 total due at signing  
 40% of Year 1 total due upon system acceptance  
 Annual license, warranty and maintenance payments due NLT 30 days of agreement anniversary

37							
38							
39	<b>Pricing Proposal Detail</b>						
40							
41							
42	<b>Equipment Summary - Deschutes County 9-1-1</b>						
43							
44	<b>Model#</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>	<b>Not to Exceed Reimbursable Amount</b>		<b>Deschutes</b>
45							
46	VIPER						
47							
48	912817/BB	7 Foot Cabinet Prebuilt Building Block	1	\$26,130.00	1	\$26,130.00	
49	912890/BB	Media Kit Prebuilt Building Block	1	\$84.50	1	\$84.50	
50	912920	ECCP Workstation License	20	\$840.78	13	\$10,930.08	7 \$5,885.43
51	912800	VIPER Gateway Shelf	2	\$836.55	2	\$1,673.10	
52	912801	CAMA Interface Module (CIM)	3	\$2,273.05	3	\$6,819.15	
53	C10036	Power Cord Cable with A/C twist lock connector	2	\$195.00	2	\$390.00	
54	912716/48	Cisco C2960X-48TS-L 48 port switch (with stacking module)	2	\$6,435.00	2	\$12,870.00	
55	912871/BB	Mediant 1000B Prebuilt Building Block	1	\$2,626.00	1	\$2,626.00	
56	912870/1T1	Mediant 1000 Spare Part Digital Voice Module Single Span	1	\$3,211.00	1	\$3,211.00	
57	912870/LIC	Mediant 1000 Access License (per Chassis)	1	\$7,921.88	1	\$7,921.88	
58							
59	<b>A9-1-1 Connect</b>						
60							
61	911553	A9C HDT (Headset I/F) Module	25	\$447.85	13	\$5,822.05	12 \$5,374.20
62	911554	A9C MTI (Misc Tel I/F) Module	25	\$654.88	13	\$8,513.38	12 \$7,858.50
63	911555	A9C TPR (Third-Party Radio I/F) Module	25	\$739.38	13	\$9,611.88	12 \$8,872.50
64	911595	A9-1-1 Call Handling Accessories for CCI	25	\$418.28	13	\$5,437.58	12 \$5,019.30
65	911510-1	A9C Bundle - Dual Core	25	\$2,957.50	13	\$38,447.50	12 \$35,490.00
66	914121/1	IWS Workstation - Software and Configuration	25	\$354.90	13	\$4,613.70	12 \$4,258.80
67	911501	A9C Desk Mounting Kit	25	\$164.78	13	\$2,142.08	12 \$1,977.30
68	911508	A9C Dual Screen kit	25	\$249.28	13	\$3,240.58	12 \$2,991.30
69	P10097	23" LED Backlit Monitor	50	\$546.00	26	\$14,196.00	24 \$13,104.00
70							
71	<b>Power 911</b>						
72							
73	913152	Power 911 Add-On Recorder for Radio (ITRR)	25	\$507.00	13	\$6,591.00	12 \$6,084.00
74	913202	Power 911 Server Access License	25	\$1,685.78	13	\$21,915.08	12 \$20,229.30
75	911591	CCI Convertible License	25	\$6,755.78	13	\$87,825.08	12 \$81,069.30
76	913152/CD	ITRR Media Kit	1	\$84.50	1	\$84.50	
77							
78	<b>Power ECaTS</b>						
79							
80	P10016/SRV	Power ECaTS service setup fee per PSAP-single RDDM-Server Class	1	\$9,100.00	1	\$9,100.00	
81	P10126	Tier 5 One year Power ECaTS service contract per PSAP	5	\$4,654.00	5	\$23,270.00	

82	P10136	One year Power ECaTS access contract per PSAP	5	\$1,248.00	5	\$6,240.00	
83							
84		<b>IWS Workstations</b>					
85	914600/4	IWS External Programmable Keypad - 48 Buttons	25	\$388.70	13	\$5,053.10	12 \$4,664.40
86							
87		<b>Power 911 Hardware</b>					
88							
89	914961	IWS Server RACK Bundle - Type B	1	\$11,173.50	1	\$11,173.50	
90							
91		<b>Object Server Hardware</b>					
92							
93	914962	IWS Server RACK - Type A	1	\$3,474.90	1	\$3,474.90	
94	914121/3	IWS Object Server - Underlying Software	1	\$1,817.40	1	\$1,817.40	
95							
96		<b>Common Hardware</b>					
97							
98	914956	1U Keyboard/LCD/Trackball/8-Port KVM	1	\$2,340.00	1	\$2,340.00	
99	P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	1	\$4,420.00	1	\$4,420.00	
100							
101		<b>Peripheral Hardware</b>					
102							
103	912645	ACDR & Maintenance Printers	1	\$1,040.00	1	\$1,040.00	
104	914514	Color Laser Printer	1	\$1,381.63	1	\$1,381.63	
105	915109/P	Alarm Panel (Includes Power Supply)	1	\$1,287.00	1	\$1,287.00	
106	600150	Punch Blocks	2	\$195.00	2	\$390.00	
107	960103	Network Cabling	77	\$325.00	41	\$13,325.00	36 \$11,700.00
108							
109		<b>Network Equipment</b>					
110							
111	912810/E	Quad Ethernet Switch W/C	2	\$780.00	2	\$1,560.00	
112	912810/R	1921 Integrated Services Router	2	\$1,430.00	2	\$2,860.00	
113	914147	Intrado Call Handling Firewall	1	\$1,755.00	1	\$1,755.00	
114							
115		<b>Contact Closures</b>					
116							
117	914940	I/O Control - Per Position	25	\$178.75	13	\$2,323.75	12 \$2,145.00
118	915107	16 Port Digital I/O Controller	25	\$715.00	13	\$9,295.00	12 \$8,580.00
119							
120		<b>Critical Spares</b>					
121							
122	912800	VIPER Gateway Shelf	1	\$836.55	0	\$0.00	1 \$836.55
123	912801	CAMA Interface Module (CIM)	1	\$2,273.05	0	\$0.00	1 \$2,273.05
124	912802/1	VIPER Primary Application Server	1	\$4,745.00	0	\$0.00	1 \$4,745.00
125	912813	48V Power Supply and Shelf - VIPER System	1	\$1,293.50	0	\$0.00	1 \$1,293.50
126	911510-1	A9C Bundle - Dual Core	1	\$2,957.50	0	\$0.00	1 \$2,957.50
127	911553	A9C HDT (Headset I/F) Module	1	\$447.85	0	\$0.00	1 \$447.85
128	911554	A9C MTI (Misc Tel I/F) Module	1	\$654.88	0	\$0.00	1 \$654.88
129	911555	A9C TPR (Third-Party Radio I/F) Module	1	\$739.38	0	\$0.00	1 \$739.38
130	911595	A9-1-1 Call Handling Accessories for CCI	1	\$418.28	0	\$0.00	1 \$418.28
131	914121/1	IWS Workstation - Software and Configuration	1	\$354.90	0	\$0.00	1 \$354.90

132	912716/48	Cisco C2960X-48TS-L 48 port switch (with stacking module)	1	\$6,435.00	0	\$0.00	1	\$6,435.00
133								
134	<b>MapFlex Hardware</b>							
135								
136	MF-HW	MapFlex Server Hardware	1	\$8,450.00	1	\$8,450.00		
137								
138	<b>NetClock</b>							
139								
140	915001	GPS Command Center Package with 2 Display Clocks and PresenTense Software - single network	1	\$12,753.00	0	\$0.00	1	\$12,753.00
141								
142	<b>ePrinter</b>							
143								
144	914121/3	IWS Object Server - Underlying Software	1	\$1,817.40	1	\$1,817.40		
145	914962	IWS Server RACK - Type A	1	\$3,474.90	1	\$3,474.90		
146	917310	ePrinter Software	1	\$1,352.00	1	\$1,352.00		
147	P10066	ePrinter Server Cable Kit	1	\$20.80	1	\$20.80		
148								
149	<b>Sentry</b>							
150								
151	914147	Intrado Call Handling Firewall	1	\$1,755.00	1	\$1,755.00		
152								
153	<b>PowerOps</b>							
154								
155	912850	VIPER Integrated ACD (Per Position)	20	\$2,530.78	13	\$32,900.08	7	\$17,715.43
156	914102/BB	IWS Workstation Prebuilt Building Block	2	\$2,168.40	2	\$4,336.80		
157								
158					<b>Not to Exceed Reimbursable Amount</b>		<b>Deschutes</b>	
159	<b>Equipment Summary TOTAL</b>				<b>\$437,309.33</b>		<b>\$276,927.63</b>	
160								
161	<b>Equipment Summary - Deschutes County 9-1-1 Backup</b>							
162	<b>Model#</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>	<b>Not to Exceed Reimbursable Amount</b>		<b>Deschutes</b>	
163								
164	<b>VIPER</b>							
165								
166	912890/BB	Media Kit Prebuilt Building Block	1	\$84.50			1	\$84.50
167	912800	VIPER Gateway Shelf	1	\$836.55			1	\$836.55
168	912803/1	VIPER Primary VoIP Soft Switch	2	\$3,445.00			2	\$6,890.00
169	912807	4 Foot IT Cabinet	1	\$4,290.00			1	\$4,290.00
170	912813	48V Power Supply and Shelf - VIPER System	2	\$1,293.50			2	\$2,587.00
171	912814	Admin Interface Module (AIM)	2	\$1,183.00			2	\$2,366.00
172	C10036	Power Cord Cable with A/C twist lock connector	2	\$195.00			2	\$390.00
173	912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2	\$2,860.00			2	\$5,720.00
174	912802/1	VIPER Primary Application Server	1	\$4,745.00			1	\$4,745.00
175	912822/1	VIPER Secondary Application Server	1	\$4,225.00			1	\$4,225.00
176								

177	<b>MapFlex Hardware</b>					
178						
179	MF-HWBU	MapFlex Backup Server Hardware	1	\$5,850.00		1 \$5,850.00
180						
181	<b>Power 911</b>					
182						
183	913152	Power 911 Add-On Recorder for Radio (ITRR)	6	\$507.00		6 \$3,042.00
184	913152/CD	ITRR Media Kit	1	\$84.50		1 \$84.50
185						
186	<b>Laptops</b>					
187						
188	914114/BAK	Portable 9-1-1 Position (Back-up)	6	\$10,140.00		6 \$60,840.00
189	P10097	23" LED Backlit Monitor	6	\$546.00		6 \$3,276.00
190						
191	<b>Object Server Hardware</b>					
192						
193	914962	IWS Server RACK - Type A	1	\$3,474.90		1 \$3,474.90
194	914121/3	IWS Object Server - Underlying Software	1	\$1,817.40		1 \$1,817.40
195						
196	<b>Common Hardware</b>					
197						
198	914956	1U Keyboard/LCD/Trackball/8-Port KVM	1	\$2,340.00		1 \$2,340.00
199						
200						
201	<b>Peripheral Hardware</b>					
202						
203	600150	Punch Blocks	1	\$195.00		1 \$195.00
204	207-990000-046	25 Pair Amphenol Cable	1	\$195.00		1 \$195.00
205						
206	<b>Network Equipment</b>					
207						
208	912810/E	Quad Ethernet Switch WIC	2	\$780.00		2 \$1,560.00
209	912810/R	1921 Integrated Services Router	2	\$1,430.00		2 \$2,860.00
210					Not to Exceed Reimbursable Amount	Deschutes
211	<b>Equipment Summary Back-Up TOTAL</b>				<b>\$0.00</b>	<b>\$117,668.85</b>
212						
213	<b>License and Warranty Summary - Deschutes County 9-1-1</b>					
214						
215	<b>Model#</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>	<b>Not to Exceed Reimbursable Amount</b>	<b>Deschutes</b>
216						
217	<b>VIPER</b>					
218						
219	912811	Application Server License	27	\$821.37	15 \$12,320.59	12 \$9,856.47
220	912812	PBX Access License	25	\$532.45	13 \$6,921.82	12 \$6,389.37
221	P10008	License to Connect Non-Intrado Recording Device	1	\$1,646.87	1 \$1,646.87	
222						
223	<b>Antivirus</b>					
224						
225	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	31	\$80.01	20 \$1,600.20	11 \$880.11

226	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	1	\$80.01	1	\$80.01	
227							
228		<b>Sentry</b>					
229							
230	E10153	ELM Class 1 System license (Server agent)	1	\$876.30	1	\$876.30	
231	E10154	ELM Class 2 System license (Workstation and IP agent)	1	\$152.40	1	\$152.40	
232							
233		<b>PowerOps</b>					
234							
235	E10642	PowerOps Client Access License	2	\$6,191.25	2	\$12,382.50	
236	P10035	PowerOps Software Media	1	\$82.55	1	\$82.55	
237							
238		<b>MapFlex</b>					
239							
240	MF-DMS	MapFlex 9-1-1 Client License	25	\$3,628.07	13	\$47,164.94	12 \$43,536.87
241	MF-SRV	MapFlex Server License	1	\$12,693.65	1	\$12,693.65	
242	MF-DOC	MapFlex 911 Documentation	1	\$82.55	1	\$82.55	
243	GIS-VAL	GIS Data Validation	1	\$1,905.00	1	\$1,905.00	
244	MF-SRV-SUP	MapFlex Server Support and Maintenance	3	\$3,262.63	3	\$9,787.89	
245							
246		<b>Maintenance Services</b>					
247	950999/SUB1	Software Subscription Service - 1 Year/Position	125	\$1,905.00	65	\$123,825.00	60 \$114,300.00
248							
249	950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position	125	\$762.00	65	\$49,530.00	60 \$45,720.00
250							
251	950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position	125	\$444.50	65	\$28,892.50	60 \$26,670.00
252	950999/HPMN1-BR	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment	5	\$2,540.00	5	\$12,700.00	
253					<b>Not to Exceed Reimbursable Amount</b>	<b>Deschutes</b>	
254		<b>Recurring Maintenance Services 5 Year TOTAL</b>			<b>\$214,947.50</b>	<b>\$186,690.00</b>	
255		<b>Annual Amount</b>			<b>\$42,989.50</b>	<b>\$37,338.00</b>	
256		<b>One Time Total</b>			<b>\$107,697.27</b>	<b>\$60,662.82</b>	
257		<b>License and Warranty Summary TOTAL</b>			<b>\$322,644.77</b>	<b>\$247,352.82</b>	
258							
259							
260		<b>License and Warranty Summary - Deschutes County 9-1-1 Backup</b>					
261	<b>Model#</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>	<b>Not to Exceed Reimbursable Amount</b>	<b>Deschutes</b>	
262							
263	<b>VIPER</b>						
264							
265	912811	Application Server License	1	\$821.37		1 \$821.37	
266	912812	PBX Access License	6	\$532.45		6 \$3,194.69	
267							
268		<b>MapFlex</b>					
269							
270	MF-DMSBU	MapFlex 9-1-1 Client License (Backup)	6	\$362.80		6 \$2,176.81	
271							

272	<b>Antivirus</b>					
273						
274	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	9	\$80.01	9	\$720.09
275	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	1	\$80.01	1	\$80.01
276	914143	Symantec EndPoint Protection Manager (EPM) - 1 year	2	\$80.01	2	\$160.02
277						
278	<b>Sentry</b>					
279						
280	E10153	ELM Class 1 System license (Server agent)	1	\$876.30	1	\$876.30
281	E10154	ELM Class 2 System license (Workstation and IP agent)	1	\$152.40	1	\$152.40
282						
283	<b>Maintenance Services</b>					
284						
285	<b>Model#</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>	<b>Not to Exceed Reimbursable Amount</b>	<b>Deschutes</b>
286						
287	Software Subscription					
288	Prepaid Software Subscription					
289	950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position	30	\$210.00	30	\$6,300.00
290						
291	Software Protection and Remote Tech Support					
292	Prepaid Software Protection					
293	950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos	30	\$84.00	30	\$2,520.00
294						
295	Hardware Protection					
296	Prepaid Hardware Protection					
297	950999/HPMN1-BL	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position	30	\$49.00	30	\$1,470.00
298						
299					<b>Not to Exceed Reimbursable Amount</b>	<b>Deschutes</b>
300	<b>Recurring Maintenance Services Back-Up 5 Year TOTAL</b>				<b>\$10,290.00</b>	
301					<b>Annual Amount</b>	<b>\$2,058.00</b>
302					<b>One Time Total</b>	<b>\$8,181.68</b>
303	<b>License and Warranty Back-Up Summary TOTAL</b>				<b>\$18,471.68</b>	
304						
305						
306	<b>Intrado Services Summary - Deschutes County 9-1-1</b>					
307						
308						
309	<b>Model#</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>	<b>Not to Exceed Reimbursable Amount</b>	<b>Deschutes</b>
310						
311	<b>Staging</b>					
312						
313	950852	Front Room Equipment Staging - Per Position	25	\$ 262.50	13	\$ 3,412.50
314	950853	Back Room Equipment Staging - Per Cabinet	1	\$ 1,837.50	1	\$ 1,837.50
315	MF-SRV-INS	MapFlex Server Staging	1	\$ 2,835.00	1	\$ 2,835.00

316					
317					
318	<b>Project Survey</b>				
319					
320	950100 Project Survey (per Site)	1 \$ 1,575.00	1 \$ 1,575.00		
321	960575 Living Expense per Day per Person	3 \$ 210.00	3 \$ 630.00		
322	960580 Travel Fee per Person	1 \$ 1,312.50	1 \$ 1,312.50		
323					
324	<b>System Architect</b>				
325					
326	950516 Network Provisioning Services per day	2 \$ 1,575.00	2 \$ 3,150.00		
327					
328	<b>Pre-Cutover Services</b>				
329					
330	950400 Pre-cut Verification	3 \$ 1,575.00	3 \$ 4,725.00		
331	960575 Living Expense per Day per Person	5 \$ 210.00	5 \$ 1,050.00		
332	960580 Travel Fee per Person	1 \$ 1,312.50	1 \$ 1,312.50		
333					
334					
335	<b>Post-Cutover Services</b>				
336					
337	950500 Post-Cutover Services	5 \$ 1,575.00	5 \$ 7,875.00		
338	960575 Living Expense per Day per Person	7 \$ 210.00	7 \$ 1,470.00		
339	960580 Travel Fee per Person	1 \$ 1,312.50	1 \$ 1,312.50		
340					
341					
342	<b>Call Taker and Admin Training</b>				
343					
344	960780 Power 911 Administrator Training	1 \$ 1,575.00	1 \$ 1,575.00		
345	960801 Power 911 User Training	6 \$ 1,575.00	6 \$ 9,450.00		
346	960575 Living Expense per Day per Person	9 \$ 210.00	9 \$ 1,890.00		
347	960580 Travel Fee per Person	1 \$ 1,312.50	1 \$ 1,312.50		
348	P10089 GIS Call Taker Training	1 \$ 1,575.00	1 \$ 1,575.00		
349	P10090 GIS Administrator Training	1 \$ 1,575.00	1 \$ 1,575.00		
350	960575 Living Expense per Day per Person	2 \$ 210.00	2 \$ 420.00		
351					
352					
353	<b>CCS Training</b>				
354					
355	P10087 CCS Training	1 \$ 1,575.00	1 \$ 1,575.00		
356	960575 Living Expense per Day per Person	1 \$ 210.00	1 \$ 210.00		
357	960580 Travel Fee per Person	1 \$ 1,312.50	1 \$ 1,312.50		
358					
359					
360	<b>ITS Installation</b>				
361					
362	950104 Intrado Professional Services (per Day)	1 \$ 1,575.00	1 \$ 1,575.00		
363	960575 Living Expense per Day per Person	3 \$ 210.00	3 \$ 630.00		
364	960580 Travel Fee per Person	1 \$ 1,312.50	1 \$ 1,312.50		
365	950104 Intrado Professional Services (per Day)	7 \$ 1,575.00	7 \$ 11,025.00		
366	960575 Living Expense per Day per Person	8 \$ 210.00	8 \$ 1,680.00		

367	P10121	Remote MapFlex Configuration	1	\$ 1,575.00	1	\$ 1,575.00		
368	950104	Intrado Professional Services (per Day)	2	\$ 1,575.00	2	\$ 3,150.00		
369	960575	Living Expense per Day per Person	4	\$ 210.00	4	\$ 840.00		
370	960580	Travel Fee per Person	1	\$ 1,312.50	1	\$ 1,312.50		
371								
372								
373	<b>Project Management Services</b>							
374								
375	950510	Project Management Services	1	\$ 12,520.84	1	\$ 12,520.84		
376	950510	Project Management Services	1	\$ 2,394.75	1	\$ 2,394.75		
377								
378								
379	<b>Certification Training</b>							
380								
381	P10179	Call Handling Installation and Configuration Certification	2	\$ 6,825.00	2	\$ 13,650.00		
382								
383								
384	<b>CCS Training</b>							
385								
386	P10088	ACD CCS Training	3	\$ 1,575.00	3	\$ 4,725.00		
387	960575	Living Expense per Day per Person	3	\$ 210.00	3	\$ 630.00		
388	960580	Travel Fee per Person	1	\$ 1,312.50	1	\$ 1,312.50		
389								
390								
391	<b>Intrado Services Summary TOTAL</b>					<b>\$ 111,725.59</b>	<b>\$ 3,150.00</b>	
392								
393	<b>Intrado Services Summary - Deschutes County 9-1-1 Backup</b>							
394	<b>Model#</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>	<b>Not to Exceed Reimbursable Amount</b>	<b>Deschutes</b>		
395								
396	<b>Staging</b>							
397								
398	950852	Front Room Equipment Staging - Per Position	6	\$ 262.50		6 \$ 1,575.00		
399	950853	Back Room Equipment Staging - Per Cabinet	1	\$ 1,837.50		1 \$ 1,837.50		
400								
401	<b>Project Survey</b>							
402								
403	950100	Project Survey (per Site)	1	\$ 1,575.00		1 \$ 1,575.00		
404	960575	Living Expense per Day per Person	1	\$ 210.00		1 \$ 210.00		
405								
406	<b>System Architect</b>							
407								
408	950516	Network Provisioning Services per day	1	\$ 1,575.00		1 \$ 1,575.00		
409								
410	<b>Pre-Cutover Services</b>							
411								
412	950400	Pre-cut Verification	2	\$ 1,575.00		2 \$ 3,150.00		
413	960575	Living Expense per Day per Person	2	\$ 210.00		2 \$ 420.00		
414								

415	<b>ITS Installation</b>						
416							
417	950104	Intrado Professional Services (per Day)	1	\$ 1,575.00		1	\$ 1,575.00
418	960575	Living Expense per Day per Person	3	\$ 210.00		3	\$ 630.00
419	960580	Travel Fee per Person	1	\$ 1,312.50		1	\$ 1,312.50
420	950104	Intrado Professional Services (per Day)	3	\$ 1,575.00		3	\$ 4,725.00
421	960575	Living Expense per Day per Person	2	\$ 210.00		2	\$ 420.00
422							
423	<b>Project Management Services</b>						
424							
425	950510	Project Management Services	1	\$ 2,260.63		1	\$ 2,260.63
426	950510	Project Management Services	1	\$ 234.72		1	\$ 234.72
427							
428	<b>Sentry</b>						
429							
430	915137	Sentry Monitoring per Node per Year	6	\$ 126.00		6	\$ 756.00
431							
432	<b>Network Equipment and Services</b>						
433							
434	950516	Network Provisioning Services per day	1	\$ 1,575.00		1	\$ 1,575.00
435							
436	<b>Intrado Services Back-Up Summary TOTAL \$ 23,831.35</b>						
437							
438							
439	<b>Noble 911 Services</b>						
440	<b>Model#</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>	<b>Not to Exceed Reimbursable Amount</b>	<b>Deschutes</b>	
441							
442	N911--47B	Noble 911 Labor and Deployment	1	\$66,000.00	0.52 \$34,320.00	0.48	\$31,680.00
443	N911-00A	Installation Parts/Hardware	1	\$4,300.00	0.52 \$2,236.00	0.48	\$2,064.00
444							
445							
446							
447	M911--12L	Noble 911 Annual Labor	5	\$97,500.00	0.52 \$253,500.00	0.48	\$234,000.00
448							
449	<b>Noble 911 5-Year Services Summary TOTAL</b>				<b>\$290,056.00</b>		<b>\$267,744.00</b>
450					<b>Annual Amount</b>		<b>\$50,700.00</b>
451					<b>One Time Amount</b>		<b>\$36,556.00</b>
452							
453	<b>Power Locate Services</b>						
454	<b>Model#</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>	<b>Not to Exceed Reimbursable Amount</b>	<b>Deschutes</b>	
455							
456	<b>Power Locate</b>						
457	P10152	POWER LOCATE - Annual Fee	5	\$15,494.00		5	\$77,470.00
458							
459	<b>Power Locate Services 5-Year Total</b>						<b>\$77,470.00</b>
460					<b>Annual Fee</b>		<b>\$15,494.00</b>
461							
462	<b>Text-to-911 Services</b>						

463	TXT29-1-1					
464	ITXTMRF6	TXT29-1-1 Integrated with Power 911 Monthly recurring fee per PSAP-Target Price (11 + seats)	60	\$617.50	60	\$37,050.00
465	P10064	ITS Service (Monthly)	60	\$150.00	60	\$9,000.00
466	ITXTOTF6	TXT29-1-1 Integrated with Power 911 One-time-fee per PSAP- Target Price (11+ seats)	1	\$9,500.00	1	\$9,500.00
467	P10063	ITS Equipment	1	\$1,875.00	1	\$1,875.00
468						
469	TXT29-1-1 - BACK UP					
470						
471	P10064	ITS Service (Monthly)	60	\$150.00	60	\$9,000.00
472	ITXTOTF4	TXT29-1-1 Integrated with Power 911 One-time-fee per PSAP- Target Price (5-10 seats)	1	\$3,250.00	1	\$3,250.00
473	P10063	ITS Equipment	1	\$1,875.00	1	\$1,875.00
474		<b>Text to 911 Services 5-Year Total</b>		<b>\$57,425.00</b>		<b>\$14,125.00</b>
475		<b>Recurring Annual Fee Total</b>		<b>\$46,050.00</b>		<b>\$9,000.00</b>
476		<b>Annual Fee</b>		<b>\$9,210.00</b>		<b>\$1,800.00</b>
477		<b>One Time Fee</b>		<b>\$11,375.00</b>		<b>\$5,125.00</b>