## ADDENDUM TO PRICING AGREEMENT Between Laramie County, WY and Priority Dispatch Corporation

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19<sup>th</sup> Street, Suite 300, Cheyenne Wyoming, 82001 (COUNTY), on behalf of Laramie Combined Communications Center and Priority Dispatch Corporation, 110 South Regent St., Suite 500, Salt Lake City, Utah 84111 (CONTRACTOR or PDC). The parties agree as follows:

#### I. PURPOSE

The purpose of this Addendum is to modify the PDC Pricing Agreement, to provide continuing annual license, service, and support for licensed Priority Dispatch products, and incorporated by reference into this Addendum as Attachment A.

#### II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the Parties, and shall remain in full force and effect unless terminated pursuant to the provisions of Attachment A, or pursuant to federal or state statute, rule or regulation.

#### III. PAYMENT

The COUNTY shall pay CONTRACTOR a sum not exceeding twenty two thousand, two hundred forty eight dollars (\$ 22, 248.00) as provided in Attachment A. The CONTRACTOR shall bill the COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payments shall be in accordance with Wyo. Stat. § 16-6-602, as amended. No payment shall be made before the last signature is affixed to this Addendum.

#### IV. SAME TERMS AND CONDITIONS

With the exception of items explicitly delineated in this Addendum and Attachment A, all terms and condition of the original Implementation Agreement dated April 9, 2013, as well as any previous Addendums between the COUNTY and the CONTRACTOR shall remain unchanged and in full force and effect.

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### **Signature Page**

LARAMIE COUNTY, WYOMING	
By: Gunnar Malm, Chairman, Laramie County Commissioners	Date
ATTEST:	
By: Debra Lee, Laramie County Clerk	Date
By:Name (printed): Brent Hawkins Title: VP & General Counsel	DateAugust 27, 2020
This Addendum is effective the date of the last signature affixed to	o this page.
REVIEWED AND APPROVED AS TO FORM ONLY	
By:  Laramie County Attorney's Office	Date 8 28 202



#### **PDC Pricing Agreement**

- Price. The annual license, service and support fee for your licensed Priority Dispatch products is \$22,248.00
  - a. Customer will be billed on an annual basis.
  - b. If the quantity of Priority Dispatch System licenses is increased during the life of this agreement, the annual fee will be amended to reflect the additional licenses at the then current price.
  - c. Pricing is exclusive of any applicable tax. Any applicable tax will be added to the
  - d. Annual invoice is net 30-days, unless otherwise specified.
  - e. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
  - f. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).
- 2. **Term.** This agreement shall have an initial term of \_\_\_\_\_60 \_\_\_ months from the annual renewal date.
- 3. **Services**. The use of PDC's products and services are set forth in the End User License Agreement(s).
- 4. Support. Support for PDC's products are available 24/7/365 via phone, email and internet.

Agency: Laramie County Combined Com	Priority Dispatch
Signature:	Signature: But An
Print Name:	Print Name: _Brent E. Hawkins
Title:	Title: Vice President & General Counsel
Date:	Date: