

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER AGREEMENT AMENDMENT	
	Contract No.:	06913
ICOM America, Inc. 12421 Willows Rd NE Kirkland, WA 98034-8751	Amendment No.:	2
	Effective Date:	July 1, 2018

**SECOND AMENDMENT
TO
CONTRACT No. 06913
NASPO VALUEPOINT PUBLIC SAFETY COMMUNICATIONS EQUIPMENT**

This Second Amendment ("Amendment") to Contract No. 06913 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and ICOM America, Inc., a Washington State corporation ("Contractor") and is dated as of July 1, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain NASPO ValuePoint Master Agreement No. 06913 for Public Safety Communications Equipment dated effective as of September 1, 2015 ("Contract").
- B. The Parties previously amended the Contract 06913 as follows:
 - a. Amendment No. 1 dated effective July 1, 2016 extended the Master Agreement term through June 30, 2018.
- C. The Parties intend to amend the Contract to extend the Master Agreement term an additional three (3) years.
- D. The Amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **CONTRACT EXTENSION.** The Parties mutually agree to extend NASPO ValuePoint Master Agreement 06913 through June 30, 2021.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ICOM AMERICA, INC.
A WASHINGTON STATE CORPORATION

By: 
Name: Hiroshi Nakaoka
Title: President
Date: January 23, 2018

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Scott Smith
Title: IT Contracts Manager
Date: 2/20/2018