

RESOLUTION NO. 2024-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR \$189,500 WITH US DIGITAL DESIGNS (USDD) BY HONEYWELL FOR THE INSTALLATION OF A PHOENIX G2 FIRE STATION ALERTING SYSTEM FOR BOTH FIRE STATIONS

WHEREAS, the City of Marina conducted a Standards of Cover study which identified improvements needed to reduce dispatching response times, and;

WHEREAS, an upgraded Station Alerting system would help to promote the health and well-being of our firefighters, and;

WHEREAS, staff has worked with other Fire Departments as part of a working group to find solutions to reduce dispatching times, and;

WHEREAS, the working group has researched many different station alerting systems and has agreed that the US Digital Designs by Honeywell will provide the best service to all the Fire Departments in Monterey County, and;

WHEREAS, installation of components will be provided through a trained and certified Phoenix G2 vendor known as Tech Electric; and

**WHEREAS**, the City shall pay US Digital Designs by Honeywell an amount of \$189,500 for all software, hardware and installation; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby:

1. Adopt Resolution No: 2024-     authorizing the purchase of the Honeywell G2 Station Alerting system, and;
2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize the City Manager to execute the agreements on behalf of the City, subject to final review and approval by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Marina duly held on the 3rd day of December 2024 by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk



**US DIGITAL DESIGNS**

by Honeywell

Quotation to:

**City of Marina, CA  
Marina Fire Department**

Project:

**G2 Fire Station Alerting System  
Two (2) Station Systems & 15 Flex Alert**

Proposal number:

**CA\_MRNA001**

Revision #

**6**

**Pricing** pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba **NPPgov - Contract #PS20350**. More information available at: <https://nppgov.com/contract/honeywell/>

**Marina Fire Department is a member: M-5697197**

Quote Date:

**27-Nov-2024**

Quote Expires:

**25-Feb-2025**

By:

**Paul Gyore (ja)**

Territory Manager

**US Digital Designs, Inc.**

1835 E Sixth St #27

Tempe, AZ 85281

**602.828.0287**

**paul.gyore@honeywell.com**

stationalerting.com

Installation by:

Tech Electric

This proposal is subject to corrections due to errors or omissions

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 11/27/2024  
Expires: 2/25/2025

Quote SUBMITTED TO:  
City of Marina, CA  
Marina Fire Department

### REF PROPOSAL

CA\_MRNA001 v6

### STATION-LEVEL

## STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA\_MRNA.ALL\_STATIONS.FSA.2024.11.27

### STATION SYSTEM LICENSES

|  | Unit  | Mfr  | Qty | Part No.   | Description                                           | US List Unit | QUOTE UNIT | QUOTE EXT |  |
|--|-------|------|-----|------------|-------------------------------------------------------|--------------|------------|-----------|--|
|  | Ea    | USDD | 1   | G2-VA      | G2 VOICEALERT - Single Station License.               | \$ 1,102.50  | \$ 992.25  | \$ 992.25 |  |
|  | Ea/Yr | USDD | 24  | G2-APP-DLA | G2 Mobile App - Single Device License / Per Year Cost | \$ 15.00     | \$ 13.50   | No Charge |  |

### STATION SYSTEM CONTROLLER

|  | Unit | Mfr  | Qty | Part No. | Description                       | US List Unit | QUOTE UNIT   | QUOTE EXT    |  |
|--|------|------|-----|----------|-----------------------------------|--------------|--------------|--------------|--|
|  | Kit  | USDD | 1   | ATX      | G2 ATX STATION CONTROLLER         | \$ 23,272.50 | \$ 20,945.25 | \$ 20,945.25 |  |
|  | Ea   | TBD  | 1   | UPS-STD  | ATX UPS, Standard                 | \$ 988.00    | \$ 889.20    | \$ 889.20    |  |
|  | Ea   | TBD  | 1   | UPS-WMB  | Shelf/Bracket, Wall-Mount for UPS | \$ 75.00     | \$ 67.50     | \$ 67.50     |  |

### STATION SYSTEM PERIPHERAL COMPONENTS

|  | Unit | Mfr  | Qty | Part No.      | Description                                                                                                                                  | US List Unit | QUOTE UNIT  | QUOTE EXT   |  |
|--|------|------|-----|---------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-------------|--|
|  | Ea   | USDD | 1   | PB-B          | Push Button, Standard (Black)                                                                                                                | \$ 126.50    | \$ 113.85   | \$ 113.85   |  |
|  | Ea   | USDD | 3   | MR-2          | G2 MESSAGE REMOTE 2 Module                                                                                                                   | \$ 1,525.00  | \$ 1,372.50 | \$ 4,117.50 |  |
|  | Ea   | USDD | 1   | USDD-LCD-SIGN | NEW PRODUCT COMING SOON<br>See USDD-LCD-SIGN Notice at end of quote:<br>G2 LCD MESSAGE SIGN / 28" Active Screen width / Configurable display | \$ 3,000.00  | \$ 2,700.00 | \$ 2,700.00 |  |
|  | Ea   | TBD  | 1   | MS-MNT        | MS Mount - Articulating, Long reach                                                                                                          | \$ 390.00    | \$ 351.00   | \$ 351.00   |  |
|  | Ea   | USDD | 1   | LAR           | G2 Local Alerting Remote Module - Requires ATX PoE or PoE Injector.                                                                          | \$ 2,329.00  | \$ 2,096.10 | \$ 2,096.10 |  |
|  | Ea   | USDD | 11  | SPK-LED-FM    | G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v                                                                                              | \$ 374.00    | \$ 336.60   | \$ 3,702.60 |  |
|  | Ea   | USDD | 1   | SPK-LED-SM    | G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v                                                                                | \$ 374.00    | \$ 336.60   | \$ 336.60   |  |
|  | Ea   | USDD | 2   | SPK-OAS       | G2 SPEAKER - OmniAlertStrobe                                                                                                                 | \$ 1,050.00  | \$ 945.00   | \$ 1,890.00 |  |
|  | Ea   | USDD | 5   | SPK-STD-FM    | SPEAKER - STANDARD, FLUSH Mount, 70v                                                                                                         | \$ 126.00    | \$ 113.40   | \$ 567.00   |  |
|  | Ea   | USDD | 1   | SPK-W-SM      | SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v                                                                                  | \$ 373.75    | \$ 336.38   | \$ 336.38   |  |

| STATION SYSTEM SERVICES |      |      |     |          |                                                        |              |              |              |  |
|-------------------------|------|------|-----|----------|--------------------------------------------------------|--------------|--------------|--------------|--|
|                         | Unit | Mfr  | Qty | Part No. | Description                                            | US List Unit | QUOTE UNIT   | QUOTE EXT    |  |
|                         | Ea   | USDD | 1   | ST-INST  | Station Installation by: <a href="#">Tech Electric</a> | \$ 51,936.44 | \$ 46,742.80 | \$ 46,742.80 |  |
|                         | Ea   | USDD | 1   | ST-SU    | Station Configuration & Start-Up                       | \$ 2,805.56  | \$ 2,525.00  | \$ 2,525.00  |  |
|                         | Ea   | USDD | 1   | ST-PM    | Station Project Management                             | \$ 1,094.44  | \$ 985.00    | \$ 985.00    |  |
|                         | Ea   | USDD | 1   | ST-ES    | Station Engineering / Design Services                  | \$ 453.33    | \$ 408.00    | \$ 408.00    |  |
|                         | Ea   | USDD | 1   | ST-DM    | Station Documentation                                  | \$ 44.56     | \$ 40.10     | \$ 40.10     |  |

| STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT |      |      |     |            |                                        |              |             |           |  |
|-------------------------------------------------------------|------|------|-----|------------|----------------------------------------|--------------|-------------|-----------|--|
|                                                             | Unit | Mfr  | Qty | Part No.   | Description                            | US List Unit | QUOTE UNIT  | QUOTE EXT |  |
|                                                             | YR   | USDD | 1.0 | RS-1YR-STD | [STANDARD] 1st YEAR WARRANTY & SUPPORT | \$ 4,345.03  | \$ 3,910.52 | no charge |  |

|            |  |                     |              |
|------------|--|---------------------|--------------|
| STATION 01 |  | System:             | \$ 89,806.13 |
|            |  | Shipping:           | \$ 821.00    |
|            |  | Warranty & Support: | \$ -         |
|            |  | Estimated Tax:      | \$ 3,620.94  |
|            |  | STATION SUBTOTAL:   | \$ 94,248.07 |

# US DIGITAL DESIGNS

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877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 11/27/2024  
Expires: 2/25/2025

Quote SUBMITTED TO:  
City of Marina, CA  
Marina Fire Department

REF PROPOSAL

CA\_MRNA001 v6 STATION-LEVEL

### STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA\_MRNA.ALL\_STATIONS.FSA.2024.11.27

#### STATION SYSTEM LICENSES

|  | Unit  | Mfr  | Qty | Part No.   | Description                                           | US List Unit | QUOTE UNIT | QUOTE EXT |  |
|--|-------|------|-----|------------|-------------------------------------------------------|--------------|------------|-----------|--|
|  | Ea    | USDD | 1   | G2-VA      | G2 VOICEALERT - Single Station License.               | \$ 1,102.50  | \$ 992.25  | \$ 992.25 |  |
|  | Ea/Yr | USDD | 24  | G2-APP-DLA | G2 Mobile App - Single Device License / Per Year Cost | \$ 15.00     | \$ 13.50   | No Charge |  |

#### STATION SYSTEM CONTROLLER

|  | Unit | Mfr  | Qty | Part No. | Description                                                                                                        | US List Unit | QUOTE UNIT   | QUOTE EXT    |  |
|--|------|------|-----|----------|--------------------------------------------------------------------------------------------------------------------|--------------|--------------|--------------|--|
|  | Kit  | USDD | 1   | ATX      | G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available. | \$ 23,272.50 | \$ 20,945.25 | \$ 20,945.25 |  |
|  | Ea   | TBD  | 1   | UPS-STD  | ATX UPS, Standard                                                                                                  | \$ 988.00    | \$ 889.20    | \$ 889.20    |  |
|  | Ea   | TBD  | 1   | UPS-WMB  | Shelf/Bracket, Wall-Mount for UPS                                                                                  | \$ 75.00     | \$ 67.50     | \$ 67.50     |  |

#### STATION SYSTEM PERIPHERAL COMPONENTS

|  | Unit | Mfr  | Qty | Part No.      | Description                                                                                                                                                                        | US List Unit | QUOTE UNIT  | QUOTE EXT   |  |
|--|------|------|-----|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-------------|--|
|  | Ea   | USDD | 1   | TV-R          | G2 HDTV REMOTE                                                                                                                                                                     | \$ 1,121.50  | \$ 1,009.35 | \$ 1,009.35 |  |
|  | Ea   | USDD | 1   | MR-2          | G2 MESSAGE REMOTE 2 Module                                                                                                                                                         | \$ 1,525.00  | \$ 1,372.50 | \$ 1,372.50 |  |
|  | Ea   | USDD | 1   | USDD-LCD-SIGN | NEW PRODUCT COMING SOON See USDD-LCD-SIGN Notice at end of quote: G2 LCD MESSAGE SIGN / 28" Active Screen width / Configurable display                                             | \$ 3,000.00  | \$ 2,700.00 | \$ 2,700.00 |  |
|  | Ea   | TBD  | 1   | MS-MNT        | MS Mount - Articulating, Long reach                                                                                                                                                | \$ 390.00    | \$ 351.00   | \$ 351.00   |  |
|  | Ea   | USDD | 1   | LAR           | G2 Local Alerting Remote Module - Gives ability to trigger the local G2 FSA System when a connection to a dispatch-level sytem in not available. Requires ATX PoE or PoE Injector. | \$ 2,329.00  | \$ 2,096.10 | \$ 2,096.10 |  |
|  | Ea   | USDD | 4   | SPK-LED-FM    | G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v                                                                                                                                    | \$ 374.00    | \$ 336.60   | \$ 1,346.40 |  |
|  | Ea   | USDD | 1   | SPK-OAS       | G2 SPEAKER - OmniAlertStrobe                                                                                                                                                       | \$ 1,050.00  | \$ 945.00   | \$ 945.00   |  |
|  | Ea   | USDD | 6   | SPK-STD-FM    | SPEAKER - STANDARD, FLUSH Mount, 70v                                                                                                                                               | \$ 126.00    | \$ 113.40   | \$ 680.40   |  |
|  | Ea   | USDD | 2   | SPK-W-SM      | SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v                                                                                                                        | \$ 373.75    | \$ 336.38   | \$ 672.75   |  |

| STATION SYSTEM SERVICES |      |      |     |          |                                               |              |              |              |
|-------------------------|------|------|-----|----------|-----------------------------------------------|--------------|--------------|--------------|
|                         | Unit | Mfr  | Qty | Part No. | Description                                   | US List Unit | QUOTE UNIT   | QUOTE EXT    |
|                         | Ea   | USDD | 1   | ST-INST  | Station Installation by: <b>Tech Electric</b> | \$ 53,525.33 | \$ 48,172.80 | \$ 48,172.80 |
|                         | Ea   | USDD | 1   | ST-SU    | Station Configuration & Start-Up              | \$ 2,777.78  | \$ 2,500.00  | \$ 2,500.00  |
|                         | Ea   | USDD | 1   | ST-PM    | Station Project Management                    | \$ 1,111.11  | \$ 1,000.00  | \$ 1,000.00  |
|                         | Ea   | USDD | 1   | ST-ES    | Station Engineering / Design Services         | \$ 444.44    | \$ 400.00    | \$ 400.00    |
|                         | Ea   | USDD | 1   | ST-DM    | Station Documentation                         | \$ 44.47     | \$ 40.02     | \$ 40.02     |

| STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT |      |      |     |            |                                        |              |             |           |
|-------------------------------------------------------------|------|------|-----|------------|----------------------------------------|--------------|-------------|-----------|
|                                                             | Unit | Mfr  | Qty | Part No.   | Description                            | US List Unit | QUOTE UNIT  | QUOTE EXT |
|                                                             | YR   | USDD | 1.0 | RS-1YR-STD | [STANDARD] 1st YEAR WARRANTY & SUPPORT | \$ 3,785.30  | \$ 3,406.77 | no charge |

|                   |  |                                |                     |
|-------------------|--|--------------------------------|---------------------|
| <b>STATION 02</b> |  | <b>System:</b>                 | <b>\$ 86,180.52</b> |
|                   |  | <b>Shipping:</b>               | <b>\$ 664.00</b>    |
|                   |  | <b>Warranty &amp; Support:</b> | <b>\$ -</b>         |
|                   |  | <b>Estimated Tax:</b>          | <b>\$ 3,154.96</b>  |
|                   |  | <b>STATION SUBTOTAL:</b>       | <b>\$ 89,999.48</b> |

| Warranty & Support Notes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained &amp; Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p> <p>For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained &amp; Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p> |

| Station System Installation Notes:                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.                                                                                                                                                                            |
| 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.                                                                                                                                                         |
| 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.                                                                                                                                                                                                 |
| 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.                                                                                                                                                                                           |
| 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.                                                                                                                                                                                         |
| 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.                                                                                                                                                                                            |
| 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.                                                                                                                                                                                           |
| 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.                                                                                                                                             |
| 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.                                                                                                                                                                                           |
| 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.                                                                                                                                                                                                  |
| 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.                                                                                                                                                                    |
| 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.                                                                                                                                                    |
| 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.                                                                                                                                                                        |
| 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments. |
| 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect                |

US DIGITAL DESIGNS

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877-55-480-290-7892 fax

QUOTE

DATE: 5/13/2024  
Expires: 8/11/2024

Quote SUBMITTED TO:  
Marina Fire Department  
REF PROPOSAL  
CA\_MRNA001 v6

FLEX ALERT

| FLEX ALERT COMPONENTS |      |      |     |              |                                                                          |              |            |           |
|-----------------------|------|------|-----|--------------|--------------------------------------------------------------------------|--------------|------------|-----------|
| Item                  | Unit | Mfr  | Qty | SAP Part No. | Description                                                              | US List Unit | QUOTE UNIT | QUOTE EXT |
| FA1                   | Ea   | USDD | 15  | USDD-FLEX    | Flex Alert Device - Requires USDD-FLEX-APP annual recurring subscription | \$ 277.78    | \$ 250.00  | 3,750.00  |

| FLEX ALERT SUBSCRIPTION OPTIONS |      |      |     |               |                                                                                              |              |            |           |
|---------------------------------|------|------|-----|---------------|----------------------------------------------------------------------------------------------|--------------|------------|-----------|
| Item                            | Unit | Mfr  | Qty | SAP Part No.  | Description                                                                                  | US List Unit | QUOTE UNIT | QUOTE EXT |
| FAS1                            | Ea   | USDD | 15  | USDD-FLEX-APP | Flex Alert Annual Recurring Subscription - Requires USDD-FLEX ALERT device to receive alerts | \$ 66.67     | \$ 60.00   | 900.00    |

|            |                |             |
|------------|----------------|-------------|
| FLEX ALERT | USDD-FLEX      | \$ 3,750.00 |
|            | USDD-FLEX-APP  | \$ 900.00   |
|            | Shipping       | \$ 255.00   |
|            | Estimated Tax: | \$ 346.88   |
|            | Subtotal       | \$ 5,251.88 |

## Phoenix G2 LCD Message Sign

**Notice:** At US Digital Designs by Honeywell, we want to ensure our customers have the opportunity to utilize the latest technology in Fire Station Alerting. We are continually improving our platform and releasing new products. In alignment with that goal, our engineering team is finalizing development on a next generation message sign for use in the Phoenix G2 Fire Station Alerting System.

This product is not yet released, but is expected to be launched by the time your system is installed. We do not want our new customers to miss out on the opportunity to purchase the new equipment due to the lengthy procurement process. Thus, we are proactively including the new message sign in your quote.

As the product is not yet launched - the final pricing, launch date, and product availability are subject to change. If for any reason the product launch is delayed beyond your system installation dates, we will give you the option to 1) substitute the current generation Gamma Signs and adjust the proceed accordingly or 2) postpone message sign installation until the product is launched. This may incur additional costs with your installer.

DRAFT



# US DIGITAL DESIGNS

# QUOTE

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

DATE: 11/27/2024

Expires: 2/25/2025

Quote SUBMITTED TO:

City of Marina, CA

Marina Fire Department

REF PROPOSAL

CA\_MRNA001 v6

## Section Totals

| SECTION TOTALS                                                                                         |                                |               |
|--------------------------------------------------------------------------------------------------------|--------------------------------|---------------|
| [UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]                                                          |                                |               |
|                                                                                                        |                                |               |
| STATION-LEVEL SUBTOTAL                                                                                 |                                | 184,247.55    |
| Includes:                                                                                              | STATION 01 SYSTEM:             | 90,627.13     |
|                                                                                                        | STATION 01 WARRANTY & SUPPORT: | -             |
|                                                                                                        | STATION 01 ESTIMATED TAX:      | 3,620.94      |
| Includes:                                                                                              | STATION 02 SYSTEM:             | 86,844.52     |
|                                                                                                        | STATION 02 WARRANTY & SUPPORT: | -             |
|                                                                                                        | STATION 02 ESTIMATED TAX:      | 3,154.96      |
| Notes: Two (2) Station Systems currently included in this proposal with installation by Tech Electric. |                                |               |
| FLEX ALERT SUBTOTAL                                                                                    |                                | \$ 5,251.88   |
| Includes:                                                                                              | FLEX ALERT DEVICE              | \$ 4,005.00   |
|                                                                                                        | ANNUAL RECURRING SUBSCRIPTION  | \$ 900.00     |
|                                                                                                        | FLEX ALERT ESTIMATED TAX:      | \$ 346.88     |
| US Digital Designs System Total:                                                                       |                                | \$ 189,499.43 |

## **TERMS AND CONDITIONS OF USDD PRODUCT SALES**

These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the "**Terms and Conditions Effective Date**"), and supersede all prior versions covering the sale of products and related services (collectively, "**Products**", as defined more specifically below) by U.S. Digital Designs, Inc. ("**USDD**"). References to "**Customer**", "**you**", or "**your**" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

**ORDERS.** Orders (including any revised and follow-on orders) (each, an "**Order**") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.

**REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

**QUOTE PRICING.** This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

### **PAYMENT.**

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual purchase of the Products listed thereon will be facilitated using subject to USDD's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

### **SURCHARGES.**

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "**Surcharges**"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

**CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

**TAXES.** USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

**8. SHIPPING/DELIVERY/RISK OF LOSS.**

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

**LIMITED WARRANTY.** CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "**Defects**") for 12 months from the date of shipment to Customer ("**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

- 9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.
- 9.3. Procedure for Warranty Claims.**
- 9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated with shipping any Product to USDD for repair. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.
- 9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.
- 9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.
- 9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**
- 9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.
- 9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.
- 9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.
- 9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

**9.6.5.** This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

**LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

**SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

**SOFTWARE PRODUCTS.** All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

**INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

**REMOTE ACCESS TO THE SYSTEM.**

- 14.1. Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

**GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

**DISPUTE RESOLUTION/ARBITRATION.** Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

**FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

**ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

**SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

**WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

**NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

## FLEX-ALERT SUBSCRIPTION SERVICE AGREEMENT

These terms and conditions of the Flex-Alert Subscription ("Terms and Conditions") are effective as of Purchase Order provided by Customer, and are between Honeywell International Inc. and "Customer" as it pertains to the purchaser of Flex Alert product and subscription for services as described below. These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the "Agreement") set forth the entire agreement between the parties relating to your purchase and subscription to Flex Alert. The Agreement may only be modified by an authorized representative of each party in a signed writing.

### RECITALS

**WHEREAS**, Honeywell offers a product designed to provide alerting to Fire/EMS/Public Safety personnel when not present in their Fire/EMS Station ("Flex Alert" as more specifically defined below.)

**WHEREAS**, Customer is a member of a Fire/EMS/Public Safety organization using the Phoenix G2 Fire Station Alerting System providing automated alerting ("Dispatching Agency").

**WHEREAS**, Customer wishes to use Flex Alert and subscribe to the services provided by Flex Alert. Honeywell agrees to provide, both a license to access and use Flex Alert on a term basis during the Subscription Term (as those terms are defined below).

**THEREFORE**, in consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

PLEASE NOTE: FLEX ALERT IS INTENDED TO BE USED TO SUPPLEMENT CUSTOMER'S DISPATCHING AND RESPONSE SYSTEM AND IS NOT DESIGNED TO BE USED AS THE PRIMARY ALERTING PATH BECAUSE A VARIETY OF FACTORS BEYOND HONEYWELL'S CONTROL (SUCH AS NETWORK AVAILABILITY WHICH CAN AFFECT THE FUNCTIONALITY OF THE APP AND FLEX ALERT). AS SUCH, USERS SHOULD NOT RELY SOLELY ON FLEX ALERT FOR CRITICAL DISPATCH ALERTS, AND HONEYWELL DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE USE OF FLEX ALERT

### 1. Definitions.

- a. "Application" or "App" shall mean the Phoenix G2 FSAS Mobile Application for iOS and Android mobile devices, which is used to control the Flex Alert Device.
- b. "Communications Gateway" shall mean the software or firmware licensed to Customer's Dispatch Agency that functions as the master communications hub for, and sends information to, individual USDD alerting systems either installed at fire stations, through radio channels, or through the App, including Flex Alert.
- c. "Flex Alert" shall mean the hardware and software provided by Honeywell to enable Customer to receive automated alerts from Communications Gateway and shall include App functionality to allow receipt of alerts and a physical alerting device.
- d. "Flex Alert Device" or "Device" shall mean the physical hardware that receives the alert from the Communications Gateway and transmits the alert to Customer using visuals and VoiceAlert.
- e. "Intellectual Property" shall mean all proprietary rights of Honeywell related to Honeywell's products (including Flex Alert), services, know-how, and business, which may exist, from time to time, under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions, and restorations thereof, now or hereafter in force and effect worldwide.
- f. "Quote" means the document attached as Exhibit A. If there is any conflict between the terms and conditions set forth in the Quote and this Agreement, the terms and conditions of this Agreement shall prevail.
- g. "Subscription Term" shall mean the period of time during this Agreement is in effect, as further defined in Section 4 below.
- h. "VoiceAlert" shall mean the automated voice generated by the Communications Gateway upon an alert and transmitted through the Flex Alert Device.
- i. Undefined technical terms, specifications and acronyms used throughout this Agreement shall have the meanings generally attributed to them in the fire station alerting industry.



2. **Subscription Services.** Customer subscribes to the USDD-FLEX-APP annual subscription. Customer has or will purchase the Flex Alert Device in accordance with the Quote provided by Honeywell to Customer. Customer enters into this Agreement to subscribe for use of the software required to receive alerts through the Communications Gateway and transmit alerts to the Flex Alert Device.

Exhibit B attached hereto reflects the quantity of Flex Alert Devices that Customer is acquiring through the subscription services referenced above, and the Subscription Term therefor. Exhibit B may be amended reflect additional Flex Alert Devices and subscriptions ordered by Customer as provided in Section 7 below

3. **Customer Obligations.** In order to use Flex Alert, Customer must provide or ensure that Customer has access to the following:
- a. A license for the App.
  - b. A mobile device compatible with the App and is Bluetooth enabled.
  - c. Reliable cellular or similar network services.

4. **Subscription Term & Termination.**

- The initial Subscription Term of this Agreement shall begin on the date Honeywell provides Customer with the Flex Alert Device (the "Commencement Date") and shall continue for twelve (12) months from the "**Commencement Date**" (the "**Initial Subscription Term**"). Each Subscription Term thereafter shall automatically renew for additional successive 12-month terms unless either party provides written notice to the other party that it does not intend to renew.

- Notwithstanding the foregoing, Customer may elect to have the Initial Subscription Term to align with Customer's fiscal year or other billing dates for services provided by Honeywell. In such case, the Initial Subscription Term shall commence on the Commencement Date and end on the date selected by Customer (but no more than 12 months
- b. from the Commencement Date). The Subscription Fee for the Initial Subscription Term shall be pro-rated to reflect the actual dates of the Initial Subscription Term. Thereafter the Subscription Term shall automatically renew as of the anniversary date of the expiration of the Initial Subscription Term. If the Initial Subscription Term is less than 12 months, Customer agrees that Customer will renew for at least one additional Subscription Term.

- This Agreement may be terminated by Honeywell in the event Honeywell no longer offers the Flex Alert as part of its
- c. product offerings. In such event, USDD shall provide Customer with no less than one hundred eighty (180) days' written notice that USDD intends to discontinue its Flex Alert subscription offering.

Honeywell may terminate this Agreement for any breach hereof upon Customer's failure to cure such breach within thirty (30) days from USDD providing written notice of the same. The notice shall specify the nature of the breach.

- d. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Honeywell shall be nonrefundable.

5. **Fees and Payment.** In consideration for the license grant and services set forth herein, Customer shall pay the fees set forth in the Quote (the "Subscription Fee").

The first payment of the Subscription Fee shall be due and payable within 30 days of Honeywell sending an invoice to Customer. Thereafter, Subscription Fees will be invoiced annually at the then current Subscription Fee rates.

- a. Honeywell shall invoice for the Subscription Fees 45 days prior to the start of each renewal period. Payments shall be made in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Honeywell.

Notwithstanding the above, Customer may elect to pre-pay Subscription Fees for multiple Additional Subscription

- b. Terms (but no more than five (5) Additional Subscription Terms) in advance at the then current Subscription Fee. Payment terms described in (a) above shall apply.

- Subscription Fees will be unconditional and absolute and shall not be subject to any set-off, defense, counterclaim, or
- c. recoupment for any reason whatsoever. Invoices unpaid for thirty (30) days are subject to interest at the greater of eighteen percent (18%) per annum, or the maximum amount Allowable by law.

- Restrictions.** Customer shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the Flex Alert Module; (ii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Flex Alert Module and App (including, without limitation, providing access to third parties who do not utilize Customer's dispatch center); (iii) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the Flex Alert Module and App; (iv) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the Flex Alert Module; (v) add any logos, proprietary marks or other notices or markings on the Flex Alert Module; (vi) use Flex Alert other than as permitted under this Agreement; or (vii) use Flex Alert or the support to develop, have developed, or assist in the development of any product or service competitive with Honeywell.
- 6.

- Additional Equipment and Services.** If, during the Subscription Term, Customer determines it requires additional Flex Alert Modules and subscription services, Customer may acquire such equipment and subscription services from Honeywell, which shall be added to this Agreement. Customer shall pay a pro-rated Subscription Fee from date of acquisition to the date of the next Subscription Fee invoice.
- 7.

- Delivery and Acceptance.** Honeywell shall cause any Flex Alert Module to be delivered to Customer at the location specified by Customer in writing, with any shipping costs to be included in the Quote. In addition, Honeywell shall provide Customer with link to enable Customer to access the App and configure the Flex Alert module for operation. Unless Customer notifies Honeywell that the Flex Alert Module is not operational within five (5) days of delivery of Flex Alert Module to Customer, Honeywell shall deem Customer to have acknowledged receipt of and accepted the Flex Alert Module.
- 8.

- Intellectual Property.** Customer hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property. Customer agrees to not remove, obscure, or alter Honeywell's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Flex Alert. Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the license to use Flex Alert and all related equipment and software as set forth in this Agreement.
- 9.

- LIMITED WARRANTY.** CUSTOMER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON FLEX ALERT IS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF FLEX ALERT. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.
- 10.

- Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from the date of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.
- a.

- Defects.** If a Defect with Flex Alert Module arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell, at its option, will either (1) repair the Flex Alert Module defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Flex Alert Module with a Flex Alert Module that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Flex Alert Module. Any replacement Module, including a user-installable part that has been installed in accordance with instructions provided by Honeywell shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Flex Alert Module or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell.
- b.

- Claims.** Prior to making a Warranty claim or requesting support services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site at <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.
- c.

- Return Material Authorization Process.** If a Customer makes a claim for an advanced replacement of Flex Alert Module during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Module's serial number, and a description of the Module's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Flex Alert Module, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day.
- d.
- All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Flex Alert Device that the Customer is returning. The original Flex Alert Device must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Flex Alert Device must be shipped back within 10 days of receiving the replacement Device. Failure to return the original Module or failure to return the original Module in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Module.

- Honeywell reserves the right to charge 50% of the standard repair price if the returned Flex Alert Module is found to have no defect under the Warranty. Customer understands that this fee is intended to discourage return of Modules prior to proper troubleshooting or because the Module is "old." Flex Alert Module returns will not be allowed if, upon examination of the returned Module, it is determined that the Module was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Flex Alert Module.
- e.

- Use of Flex Alert / Risk of Loss.** Customer shall operate Flex Alert according to Honeywell's specifications and documented instructions. Customer agrees not make changes or alterations to the Flex Alert module(s) subject to this Agreement without the prior written consent of Honeywell. Customer assumes risks and liabilities directly related to loss, theft, damage, or destruction to the Flex Alert module. No loss, theft, damage, or destruction of the Flex Alert module shall relieve Customer of the obligation to pay the Subscription Fee or any other obligation under this Agreement. In the event the Flex Alert module is lost, stolen, damaged or destroyed, Honeywell shall replace the lost, stolen, damaged or destroyed Equipment. Customer agrees to pay Honeywell's list price for the replacement Equipment then in effect at the time of the replacement.
- 11.

- Limitations to Support Services.** Honeywell does not warrant that the operation of the Flex Alert will be uninterrupted or error-free. Honeywell's Support does not create any additional warranties, nor does it apply to any equipment, hardware, or peripherals not included in the Quote. Specifically, Support expressly excludes: (1) any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the Flex Alert Module; (2) damage arising from Customer's failure to follow instructions relating to Flex Alert's use or damage caused by operating Flex Alert outside the permitted or intended uses described by USDD; (3) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (4) alterations or repairs to the Flex Alert Module made by any person other than an authorized USDD representative; (5) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or service provider otherwise authorized by USDD; (6) failure of environmental controls or improper environmental conditions; (7) modification to alter functionality or capability without the written permission of Honeywell; (8) any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. Honeywell shall not be liable to provide Support at any time when Customer is in breach of any obligation to USDD under this Agreement.
- 12.

**Warranty Disclaimer.** TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT

13. LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If Honeywell cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

**Limitation of Liability.** EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS AGREEMENT OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING

14. PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE AMOUNTS PAID BY CUSTOMER TO HONEYWELL UNDER THIS AGREEMENT. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any flex Alert Module under this Agreement or make a product exchange without risk to or loss of the programs or Customer data stored thereon.

15. **Assignment.**

Customer may not assign or transfer any of its subscription rights and interest under this Agreement to another fire, rescue, EMT, dispatch agency, or any other person, company, or government entity ("Assignee") absent Honeywell's written consent, along with Honeywell's determination, in its sole discretion, that Assignee has sufficient

- a. infrastructure and financial means to perform under this Agreement. Assignee shall not have any right to extend or modify the Term or payment options provided hereunder. Assignee shall accept in writing to be bound to all the terms and conditions of this Agreement and may exercise any options granted to Customer hereunder.
- b. Honeywell may transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock.

**Compliance Obligations.** Customer acknowledges and agrees that it shall comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting the Agreement and the products provided hereunder, including but not limited to all economic sanctions laws administered by the Office of Foreign Assets Control, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations, any applicable export control, import control, and economic sanction laws and regulations of any country or countries, and the United States Foreign Corrupt Practices Act, along with all other applicable anti-bribery and anti-corruption legislation.

16.

**Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither Party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing Party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof; (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract; (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God; (d) quarantines, pandemics, or regional medical crises; (e) labor strikes, lockouts, or pandemic worker shortages; (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will immediately:

17.

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

- Use all responsible endeavors to avoid or remove the cause and perform its obligations. If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party
- b. is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling this Agreement.

- Dispute Resolution/Arbitration.** Before the Parties initiate any dispute resolution process related to this Agreement, other than for injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other Party's written request. The conference must be attended by at least one executive from each Party. At the conference, each Party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one Party refuses to attend the executive resolution conference, then the Parties further agree that any remaining dispute between them arising out of or relating to this Agreement, other than claims related to Honeywell's Intellectual Property rights (or those of any of its licensors, affiliates and partners), will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are no inconsistent with this Section, in the AAA's regional Phoenix office and by single arbitrator. Discovery may be conducted either upon mutual consent of the Parties, or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon the Parties, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Parties hereto expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing Party shall be entitled to the payment of its reasonable attorneys' fees and costs, including expert witness fees and costs, as determined by the arbitrator. Each of the Parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.
- 18.

- Images and Testimonials.** During the Subscription Term, Customer agrees that Honeywell may take, make, or obtain images, pictures, photographs, commentary, and video and audio recordings of Flex Alert and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, Honeywell may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with Flex Alert (collectively "Testimonials"). Customer consents to Honeywell's use of such Images and Testimonials for verification, training, and promotional purposes in Honeywell's sole discretion and agrees that all such Images and Testimonials shall remain the property of Honeywell and may be used and exploited in any media format.
- 19.

- Notices.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered (i) in person, (ii) by registered mail, postage pre-paid, (iii) by a nationally recognized overnight courier service, or (iv) electronically via facsimile copy or email, provided that the sender obtains confirmation of transmission, to the following:
- 20.

If to Customer:

Customer Name

Customer Address 1

Customer Address 2

Telephone:

Email:

If to Honeywell:

Honeywell International Inc., through its

US Digital Designs group

Attn: Asim Akram, General Manager

1835 E. 6th Street, Suite 27

Tempe, Arizona 85288

Telephone: (602) 687-1730

Email: asim.akram@honeywell.com

21. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.
22. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.
23. **Governing Law.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles.
24. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any Party executes this Agreement.
25. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement supersedes and replaces the "terms and conditions" section set forth in the Quote, if any. This Agreement may not be amended, altered, or changed except by the express written agreement of the Parties.
26. **Review.** The Parties acknowledge that they have had an adequate opportunity to review this Agreement, as well as the opportunity to consult legal counsel regarding this Agreement. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.
27. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.
28. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.
29. **Incorporation of all Exhibits.** All exhibits, addenda, schedules, and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this Agreement.

November 27, 2024

Item No. **10g(1)**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of December 3, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT FOR \$189,500 WITH US  
DIGITAL DESIGNS (USDD) BY HONEYWELL FOR THE  
INSTALLATION OF A PHOENIX G2 FIRE STATION ALERTING  
SYSTEM FOR BOTH FIRE STATIONS**

**RECOMMENDATION:**

It is requested that the City Council:

1. Adopt Resolution No: 2024- authorize executing a professional services agreement with US Digital Designs by Honeywell for the installation of a phoenix G2 Fire Station Alerting System, and;
2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize the City Manager to execute the agreements on behalf of the City, subject to final review and approval by the City Attorney.

**BACKGROUND:**

In 2020, Emergency Services Consulting International (ESCI) conducted a comprehensive Standards of Cover and Deployment analysis for the Marina Fire Department. The ESCI study was a comprehensive study that evaluated all aspects of the Fire Department. One of those areas was our response times. Our response times can be improved. We can reduce response times by up to 30 to 45 seconds by making changes to our Station Alerting and the way the Emergency Communications Department (ECD) dispatches calls for service.

Our current fire station alerting system, which is essentially an amplified paging system, is outdated, unsupported, and can be subject to hardware failures. Many components need frequent repair, leading to less than ideal communication and service interruptions. These issues can pose risks in critical situations. As a result, the Department would benefit from a more advanced and reliable alerting system to improve the fire department's overall performance.

**ANALYSIS:**

In 2023 through the Monterey County Fire Chiefs, a Monterey County-specific Fire Station Alerting Working Group was formed. The working group consisted of representatives from various Monterey County fire agencies, including myself and the Emergency Communications Department (ECD). The goal was to find a solution that would meet the needs of every Fire Department within Monterey County and to mitigate the impact that current station alerting systems may have on our firefighters as well as reduce our response times by 30 to 45 seconds or more. The group solicited presentations from multiple companies, including Locution, Motorola, Comtech, and US Digital Designs by Honeywell (USDD). After evaluating compatibility, versatility, market share, and customer satisfaction, the group selected the Phoenix G2 system by USDD. Working with the County Fire Chiefs and ECD, the purchase of the County wide system at ECD has been approved and is now moving toward installation and implementation of the

Phoenix G2 system which allows us to utilize the Honeywell G2 system to reduce our response times and promote the health and well-being of our firefighters.

As reported, our average response time is 7 minutes and 3 seconds. The typical response time should be within 5 minutes. When this system is fully implemented, we expect to see time savings of 30 to 45 seconds or more on every dispatch. The new system will also incorporate new features that enhance the health and wellbeing of our firefighters.

The Phoenix G2 system has the following key features:

- **Automated Alerting:** The system includes an automated mechanism for quickly and accurately relaying emergency calls to the station, with multiple pathways for redundancy to ensure seamless communication and minimize delays.
- **Multi-Channel Communication:** The system will utilize audio, visual, and digital channels to ensure that alerts are promptly received by all firefighters, eliminating communication gaps and ensuring critical information reaches the correct personnel.
- **Real-Time Tracking and Reporting:** The system provides real-time tracking and reporting of emergency calls, dispatches, and responses. This feature will enable us to monitor department performance, identify areas for improvement, and make data-driven decisions to enhance response capabilities.
- **Response Timers:** Visual crew response timers will be included to improve response efficiency through enhanced training.
- **Integration with Existing Infrastructure:** The system will seamlessly integrate with our current infrastructure, communication devices, and emergency response vehicles, minimizing additional investment and ensuring a smooth transition.

Health Promotion Benefits:

- **Heart Saver Tones and Lighting:** The system uses ramp-up tones and lighting designed to reduce stress, anxiety, and fatigue among responders, based on research.
- **The US Fire Administration study, “Fire & Emergency Service – Hearing Conservation Program Manual” (FA118/1992), states the following:** The soft-start alerting tones used by the Phoenix G2 system minimize the stress on firefighters by increasing the volume of the tone slowly, from off to full volume, over a longer amount of time. In addition, because the system includes many speakers located throughout the fire station, the volume levels for each speaker can be much lower than in other systems.
- **A day/night feature in the Phoenix G2 system lowers the speaker volume during the quieter nighttime hours to further mitigate the “startle response.”.**

### **FISCAL IMPACT:**

This project was approved as project number HSF2315 for \$200,000 in the current budget. The total cost of the professional services agreement with USDD is \$189,500 which includes all parts and labor. The only other cost to be charged to this project will be \$5,000 for the countywide cost share to install the G2 system at ECD. The complete project will be under budget.

Pricing is pursuant to the Master Price agreement entered into between League of Oregon Cities and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba NPP gov-Contract #PS20350. Marina Fire Department is a member: M-5697197



**RECOMMENDATION**

Adopt a resolution authorizing the City Manager to execute a professional services agreement with US Digital Designs (USDD) by Honeywell for the installation of a Phoenix G2 Fire Station Alerting System, including hardware and software, not to exceed \$189,500 pursuant to review and approval of the City Attorney.

**CONCLUSION:**

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

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Doug McCoun  
Fire Chief  
City of Marina

**REVIEWED/CONCUR:**

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Tori Hannah  
Finance Director  
City of Marina

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Layne P. Long  
City Manager  
City of Marina