The City of

Boynton Beach

City Commission Agenda

Tuesday, April 1, 2025, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Rebecca Shelton, Mayor (At Large)
Woodrow L Hay, Vice Mayor (District II)
Angela Cruz, Commissioner (District I)
Thomas Turkin, Commissioner (District III)
Aimee Kelley, Commissioner (District IV)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, City Clerk

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

The Agenda:

There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or

participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

---

1. **<u>Openings</u>**

   A. Call to Order - Mayor Rebecca Shelton
   Roll Call.

Invocation given by Vice Mayor Woodrow Hay.

Pledge of Allegiance to the Flag led by Commissioner Thomas Turkin.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

3. **Announcements, Community and Special Events And Presentations**

A. Update on dredging project at Harvey E. Oyer Park.
Andy Studt from PBC Environmental Resources Management office will provide an update on the dredging project at Harvey Oyer Jr. Park.

B. Announcement- Pre-hurricane prep and Vegetation Amnesty Week.

Announce that Hurricane Season begins June 1st and the Solid Waste Division is urging residents to do their part by conducting tree trimming early in preparation for the Hurricane Season.

The City will be having a Hurricane Vegetation Amnesty Week that begins May 5th – May 9th, 2025.

- Residents may place more than the three (3) cubic yards of vegetation only out for pickup on their scheduled bulk day during that week.
- Fees will be waived during amnesty week only.
- All guidelines must be followed for pickup.

C. Announcement- Art and Autism Expo.

The City of Boynton Beach is partnering with FAU's Center for Autism and Related Disabilities for the fifth annual Art & Autism Expo, where art will be displayed throughout April in the Arts and Cultural Center, 125 E. Ocean Ave. There will be a special gallery opening event from 5:00 P.M. to 7:30 P.M., on Tuesday, April 8, during which attendees can see performances, meet the artists, enjoy treats from The Chocolate Spectrum and make candles with ScentsAbility Candles!

D. Presentation- 2024 Year-End Crime Report by the Boynton Beach Police Department.
Review the crime statistics from 2024.

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope

of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

5. **Administrative**

A. Proposed Resolution No. R25-081- Appoint a City Commission representative and alternate to the Countywide Intergovernmental Coordination Program.
Staff recommends approval of Proposed Resolution No. R25-081.

B. Proposed Resolution No. R25-082- Appoint a City Commission representative and alternate to the Coalition of Boynton West Residents Association (COBWRA).
Staff recommends approval of Proposed Resolution No. R25-082.

C. Proposed Resolution No. R25-083- Appoint a City Commission representative and alternate to the Palm Beach County League of Cities.
Staff recommends approval of Proposed Resolution No. R25-083.

D. Proposed Resolution No. R25-084- Appoint a City Commission representative and alternate to the Transportation Planning Agency (Formerly known as the MPO, Metropolitan Planning Organization).
Staff recommends approval of Proposed Resolution No. R25-084.

E. Advisory Board Appointments.
City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

F. Community Support Funds.
Approve Community Support Fund request from Commissioner Kelley.

6. **Consent Agenda**

A. Proposed Resolution No. R25-085- Approve a Piggyback Agreement between the City and Blue Iguana Pest Control, Inc. d/b/a Iguana Control for reptile control services in an amount not to exceed $80,080.
Staff recommends approval of Proposed Resolution No. R25-085.

B. Proposed Resolution No. R25-086- Approving a Collocation Agreement between the City and Dish Wireless, LLC, and a Memorandum of Agreement between the City and Dish Wireless, LLC to allow for ground equipment and co-location on the existing telecommunications tower at 1901 N. Seacrest Blvd. with a lease area of 35 square feet.

Staff recommends approval of Proposed Resolution No. R25-086.

C. Proposed Resolution No. R25-087- Approving and authorizing the Mayor to sign a Use of Property Agreement between the City of Boynton Beach and First Baptist Church of Boynton Beach for the 2025 Taste of Boynton Beach event on Saturday, April 26, 2025.
Staff recommends approval of Proposed Resolution No. R25-087.

D. Proposed Resolution No. R25-088- Approving and authorizing the Mayor to sign a Use of Property Agreement between the City of Boynton Beach and 315 South Federal LLC for the 2025 Taste of Boynton Beach event on Saturday, April 26, 2025.
Staff recommends approval of Proposed Resolution No. R25-088.

E. Proposed Resolution No. R25-089- Authorizing the City to apply for the Firehouse Subs Public Safety Grant for the amount up to $48,500, and if awarded, authorize the City to accept the Grant, and authorize the Mayor to execute all documents associated with the grant, subject to the approval of the City Attorney.

Staff recommends approval of Proposed Resolution No. R25-089.

F. Proposed Resolution No. R25-090- Approving a First Addendum to the Security Agreement with the School Board of Palm Beach County renewing the Agreement through July 31, 2026.
Staff recommends approval of Proposed Resolution No. R25-090.

G. Commission Meeting Minutes.
Approve minutes from the March 18, 2025 City Commission Meeting.

7. **Consent Bids and Purchases over $100,000**

A. Proposed Resolution No. R25-091- Approve an Order Form with FLOCK Group, Inc. to purchase and maintain a Drone First Responder Program in an amount not to exceed $350,000 for the initial term utilizing the Sole Source procurement exemption.

Staff recommends approval of Proposed Resolution No. R25-091.

B. Proposed Resolution No. R25-092- Approving an annual service agreement with Motorola, Inc. for the continued maintenance and repair of the city's P25 radio telecommunications systems as a sole source vendor with an expenditure not to exceed $165,000 annually for the next four years.
Staff recommends approval of Proposed Resolution No. R25-092.

C. Proposed Resolution No. R25-093- Approve the Piggyback Agreement between the City and Honeywell International, Inc., utilizing pricing from National Purchasing Partners ("NPPGov") through LEAGUE OF OREGON CITIES contract for the purchase of a Fire Station Alerting system for the budgeted amount of up to $800,000.
Staff recommends approval of Proposed Resolution No. R25-093.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

9. **City Manager's Report**

10. **Regular Agenda**

A. Proposed Resolution No. R25-094- Approve naming the entry road to Boynton Beach High School as "Lamar Jackson Way" in honor of Boynton Beach High School Alumnus Lamar Jackson for his outstanding athletic achievements and contributions to the community.
Staff recommends approval of Proposed Resolution No. R25-094.

B. Discussion on Animal Control position in Police Department.
Requested by Commissioner Kelley.

C. Discussion regarding taking a Legislative Summer Break.
Requested by Commissioner Kelley.

D. Discussion on residency requirements to hold elected office.
Requested by Commissioner Turkin.

E. Discussion on waiver process to allow continued service on advisory boards.
Requested by Commissioner Turkin.

F. Request for a joint meeting with the Community Redevelopment Agency.
Select date and time for a joint meeting of the Community Redevelopment Agency and the City.

11. **Future Agenda Items**

A. Discuss and provide an update on Fire Station #3, to also include a State of the Fire Department.**- April 15, 2025**
Requested by Commissioner Kelley.

B. First Reading of an ordinance to amend the City's Land Development Regulation regarding standards for Artificial Turf.**- April 15, 2025**

Requested by Commissioner Turkin.

C. First Reading of an ordinance to amend the City's Land Development Regulation regarding expanding the uses of Public Art Fees.**- April 15, 2025**

Requested by Commissioner Turkin.

D. First Reading of an ordinance regarding construction hours near residential locations and decibel levels .**- April 15, 2025**
Requested by Commissioner Cruz.

E. Discussion regarding fluoride in the water. **- TBD**
Requested by Vice Mayor Hay.

F. Discussion regarding the City's Comprehensive Plan. - **TBD**
Requested by Commissioner Cruz.

G. Discussion regarding Citywide Master Plan to light up the City.- **TBD**

Requested by Commissioner Turkin.

H. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Vice Mayor Hay.

I. Discussion in regards to an additional area that might be available as a future cemetery.**- TBD**
Requested by Vice Mayor Hay.

J. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Commissioner Kelley**
Requested by Commissioner Kelley.

K. Discussion regarding Hazard Pay for Community Standards.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

L. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

M. Discussion regarding combining City properties together to create senior affordable housing.**- TBD**
Requested by Commissioner Hay.

N. Discussion on creating a charter review committee. **- TBD**
Requested by Commissioner Turkin.

O. Discussion on creating a code enforcement review board. **- TBD**
Requested by Commissioner Turkin.

P. Discussion regarding creating a beautification board. **- TBD**
Requested by Commissioner Turkin.

12. **Adjournment**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Update on dredging project at Harvey E. Oyer Park.

Requested Action: Andy Studt from PBC Environmental Resources Management office will provide an update on the dredging project at Harvey Oyer Jr. Park.

How will this affect city programs or services? Oyer Park boat ramp will shut down for approximately one to two weeks for project.

Attachments:
SLWI 2025 Fact Sheet.pdf

SOUTH LAKE WORTH INLET

SAND TRAP AND CHANNEL MAINTENANCE DREDGING PROJECT

Palm Beach County Inlets

- 4 inlets, 2 natural and 2 man made.
- South Lake Worth Inlet, also called the Boynton Inlet, construction started in 1925 and completed in 1927.

Project Location

- Between the towns of Manalapan and Ocean Ridge.
- Connects the Atlantic Ocean with the Lake Worth Lagoon.

The Challenge

- Inlets interrupt the natural southerly flow of sand along the coast.
- Sand has piled up in the interior sand trap and navigation channels adjacent to the inlet.

The Solution

- Dredge the sand trap adjacent to the inlet.
- Dredge the shoaled sand from the Intracoastal Waterway and Harvey E. Oyer Jr. Park boat ramp channel.
- Beneficially reuse dredged sand by placing on the critically eroded shoreline of Ocean Ridge.

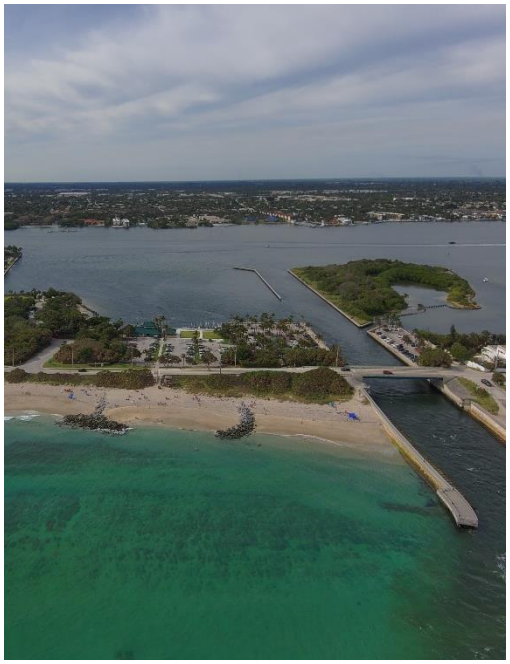
Connect with Us
@pbcerm



Project Overview

Phase I (February – April)

- A cutterhead dredge will remove the accumulating sand in the interior sand trap and within the navigation channels west of the inlet.
- Sand/water mixture will travel by pipeline through the Ocean Inlet Park, under A1A and along the beach into the ocean at Ocean Hammock Park.
- More than 55,000 cubic yards of sand from the interior sand trap, the Lake Worth Lagoon, and the Boynton Boat Club Channel will be removed and re- introduced into the coastal (beach) system.
- Dredged material will be placed below the low tide line.



Aerial photo of the SLWI Inlet from the Ocean.

Project Partners

Palm Beach County, Florida Inland Navigation District, City of Boynton Beach, Florida Department of Environmental Protection

Palm Beach County Board of County Commissioners
Department of Environmental Resources Management
2300 North Jog Road - Fourth Floor, West Palm Beach, FL 33411
Phone: 561-233-2400 pbcerm.com

Published Feb. 2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Announcement- Pre-hurricane prep and Vegetation Amnesty Week.

Requested Action:

Announce that Hurricane Season begins June 1st and the Solid Waste Division is urging residents to do their part by conducting tree trimming early in preparation for the Hurricane Season.

The City will be having a Hurricane Vegetation Amnesty Week that begins May 5th – May 9th, 2025.

- Residents may place more than the three (3) cubic yards of vegetation only out for pickup on their scheduled bulk day during that week.
- Fees will be waived during amnesty week only.
- All guidelines must be followed for pickup.

Explanation of Request:

Hurricane Season begins June 1st and the Solid Waste Division is urging residents to do their part by conducting tree trimming early in preparation for the Hurricane Season.

Residents should not do any major tree trimming or place bulk items at the roadside after the announcement of a named storm as there is no guarantee that vegetation or bulk items will be picked up before a storm arrives.

As part of normal vegetation pick-up residents can place three (3) cubic yards of vegetation weekly to be set at the curb the day before their scheduled pick-up day.

- Vegetation needs to be cut in 4’ lengths and 4” in diameter.
- The vegetation must be placed at the roadside leaving 3’ around any obstructions, such

as mailboxes, cars or recycling bins.
- Bulk trash and vegetation must be separated for pick-up.
- Any trash or debris mixed in with vegetation will have to be removed by the resident prior to pick up.
- Large tree stumps and trunks larger than 4’ in diameter require a special pick up.

The City will be having a Hurricane Vegetation Amnesty Week that began May 5 th -May 9th, 2025.

- Residents may place more than the three (3) cubic yards of vegetation only out for pickup on their scheduled bulk day during that week.
- Fees will be waived during amnesty week only.
- All guidelines must be followed for pickup.

If you have any questions you can contact us at (561) 742-6200, option 1, Monday- Friday, 8:00 A.M. to 5:00 P.M.

How will this affect city programs or services? N/A

Budgeted Item: Yes

Account Line Item and Description: Other contractual services/waste disposal 431-2515-534-34-62

Fiscal Impact:

It is included with our annual Solid Waste disposal costs.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Announcement- Art and Autism Expo.

Requested Action:

The City of Boynton Beach is partnering with FAU's Center for Autism and Related Disabilities for the fifth annual Art & Autism Expo, where art will be displayed throughout April in the Arts and Cultural Center, 125 E. Ocean Ave. There will be a special gallery opening event from 5:00 P.M. to 7:30 P.M., on Tuesday, April 8, during which attendees can see performances, meet the artists, enjoy treats from The Chocolate Spectrum and make candles with ScentsAbility Candles!

How will this affect city programs or services? The event will be held in the Arts and Cultural Center.

Budgeted Item: Yes

Account Line Item and Description: 49-17 Other Contractual Services

---

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Presentation- 2024 Year-End Crime Report by the Boynton Beach Police Department.

Requested Action: Review the crime statistics from 2024.

Explanation of Request: This presentation will go over the crime statistics from 2024.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
2024 END OF YEAR CRIME REPORT.pptx

BBPD

2024 YEAR END CRIME REPORT

PREPARED BY: J. CLARK

YEAR END CRIME REPORT 2024

**FINAL NUMBERS CONFIRMED WITH FIBRS/NIBRS REPORTING*

	2023	2024	% CHANGE / LAST YEAR	ARREST	CLEARENCE RATE/ARREST
CRIMINAL HOMICIDE	5	3	-40%	3	100%
SEXUAL BATTERY	48	31	-35%	2	6%
ROBBERY	61	61	0%	14	23%
AGG ASSAULT/BATTERY	281	245	-13%	72	29%
VIOLENT CRIME TOTAL:	395	340	-14%	91	27%

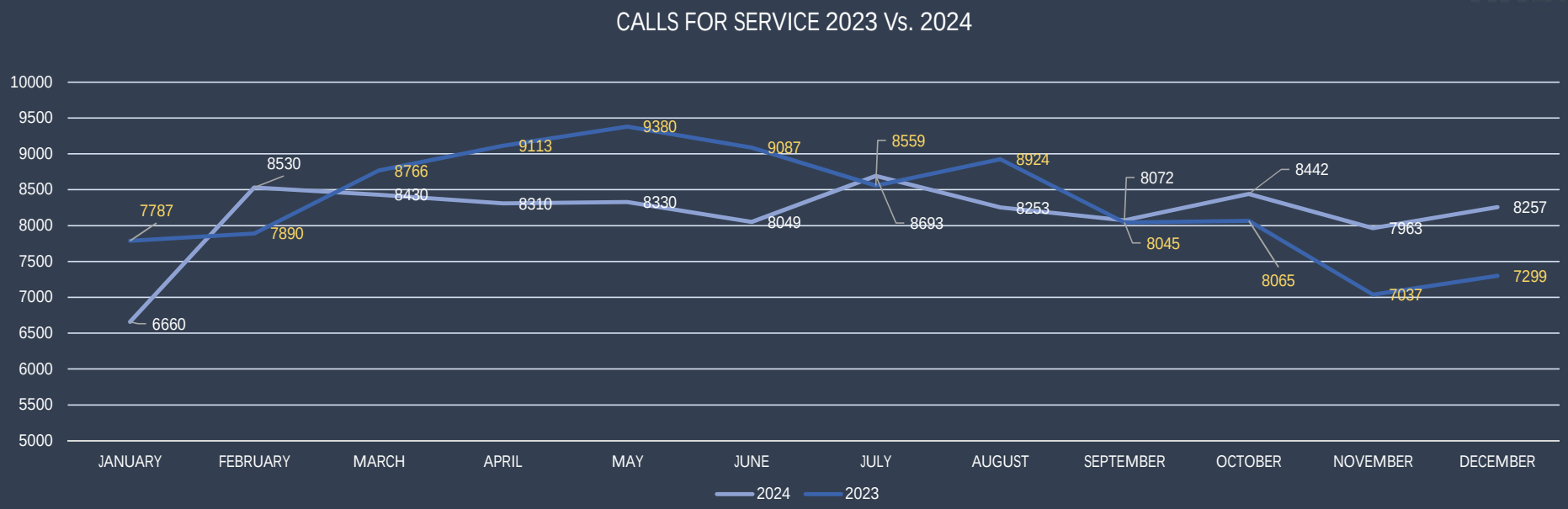
OFFENSE	2023	2024	% CHANGE / LAST YEAR	ARREST	CLEARENCE RATE
BURGLARY	132	167	27%	32	19%
RETAIL THEFT / SHOPLIFTING	734	628	-14%	218	35%
AUTO BURGLARY	357	361	1%	38	11%
AUTO THEFT	203	163	-20%	17	10%
LARCENY	643	650	1%	61	9%
NON-VIOLENT CRIME TOTAL:	2069	1969	-5%	366	19%

INDEX CRIME TOTAL	2464	2309	-6%	457	45%

	2023	2024	% CHANGE / LAST YEAR	ARREST	CLEARENCE RATE
DRUG OFFENSES	451	623	38%	503	81%

TOTAL ARRESTS	2157	2205	2%
FIELD INTERVIEW REPORTS	381	806	112%
CITATIONS - MOVING	4411	5996	36%
CITATIONS - NON MOVING	3214	3535	10%
TRAFFIC ACCIDENTS	3258	3346	3%
CALLS FOR SERVICE	99952	97989	-2%

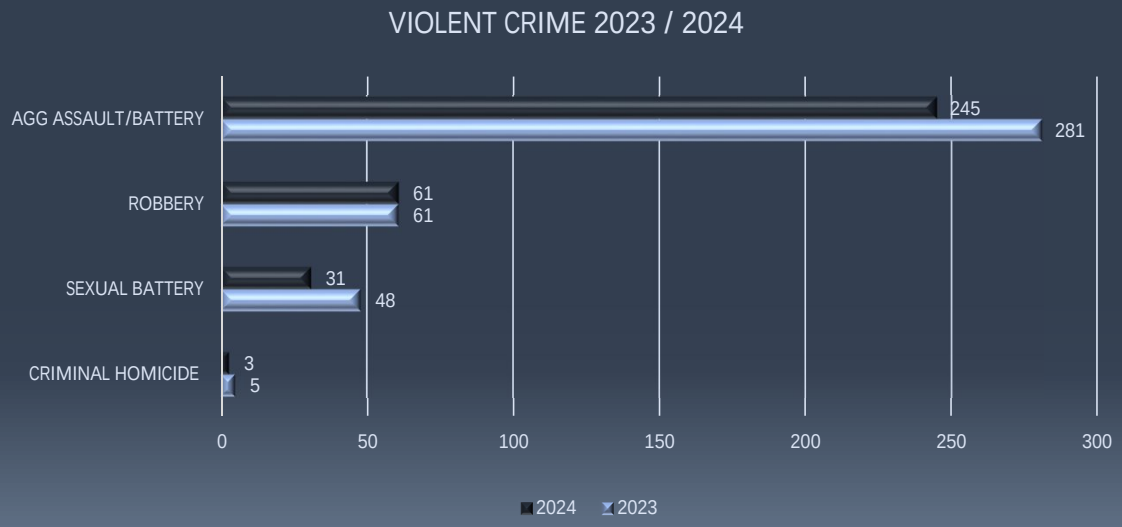
CALLS FOR SERVICE



- CALLS FOR SERVICE WERE DOWN 2% COMPARED TO LAST YEAR.
- CALLS FOR SERVICE WERE LOWER THAN USUAL THROUGH THE FIRST AND SECOND QUARTER OF 2024, HOWEVER, THERE WAS AN INCREASE FOR THE FOURTH QUARTER OF THE YEAR, POSSIBLY DUE TO THE HOLIDAYS.
- MAY SEE A SLIGHT DECREASE IN CALLS FOR SERVICE AS THE ONLINE SELF REPORTING PROGRAM GAINS MOMENTUM.
  - *The Online Self Reporting System went live in January 2025.*

VIOLENT CRIME

	2023	2024	% CHANGE / LAST YEAR	ARREST	CLEARENCE RATE/ARREST
CRIMINAL HOMICIDE	5	3	-40%	3	100%
SEXUAL BATTERY	48	31	-35%	2	6%
ROBBERY	61	61	0%	14	23%
AGG ASSAULT/BATTERY	281	245	-13%	72	29%
VIOLENT CRIME TOTAL:	395	340	-14%	91	27%*

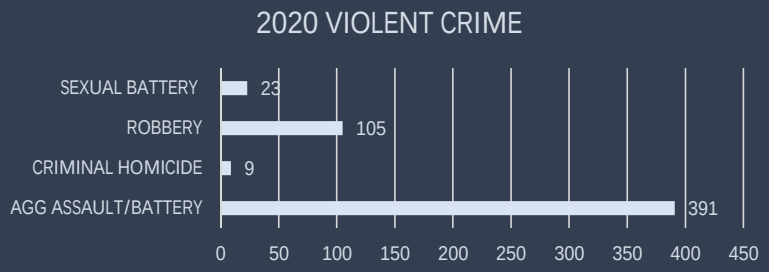


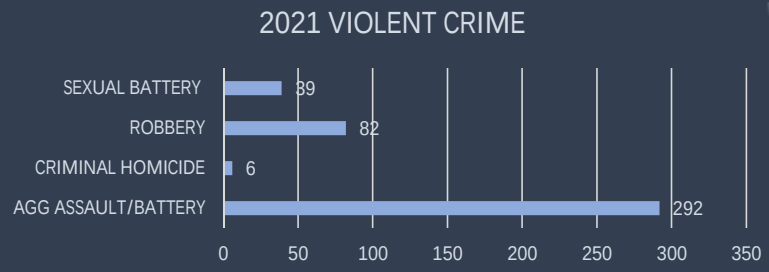
VIOLENT CRIME HAS DECREASED BY 14% COMPARED TO 2023.

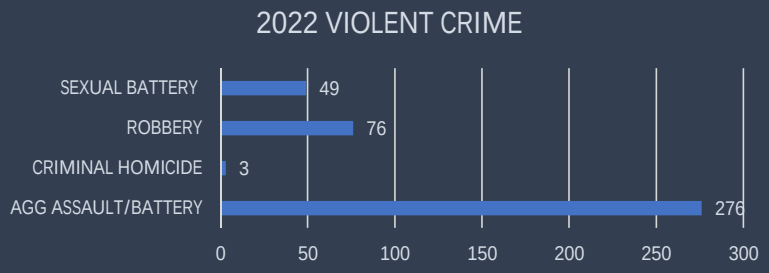
CRIMINAL HOMICIDE		
YEAR	QTY	% CHANGE
2020	9	50%
2021	6	-50%
2022	3	-50%
2023	5	67%
2024	3	-40%

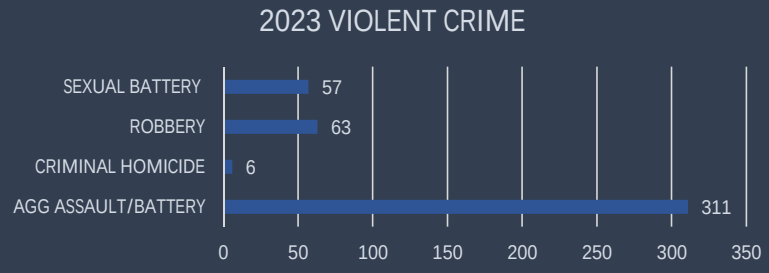
- HOMICIDES HAVE DECREASED BY 40% THIS YEAR WITH A 100% CLEARENCE RATE FOR ALL HOMICIDE CASES.
- SEXUAL BATTERY IS DOWN 35% FROM 2023.
- ROBBERY HAS SHOWN NO INCREASE AND NO DECREASE COMPARED TO LAST YEAR.
- AGGRAVATED ASSAULT HAS GONE DOWN 13% FROM 2023.

VIOLENT CRIME – 5 YEAR VISUAL COMPARISON









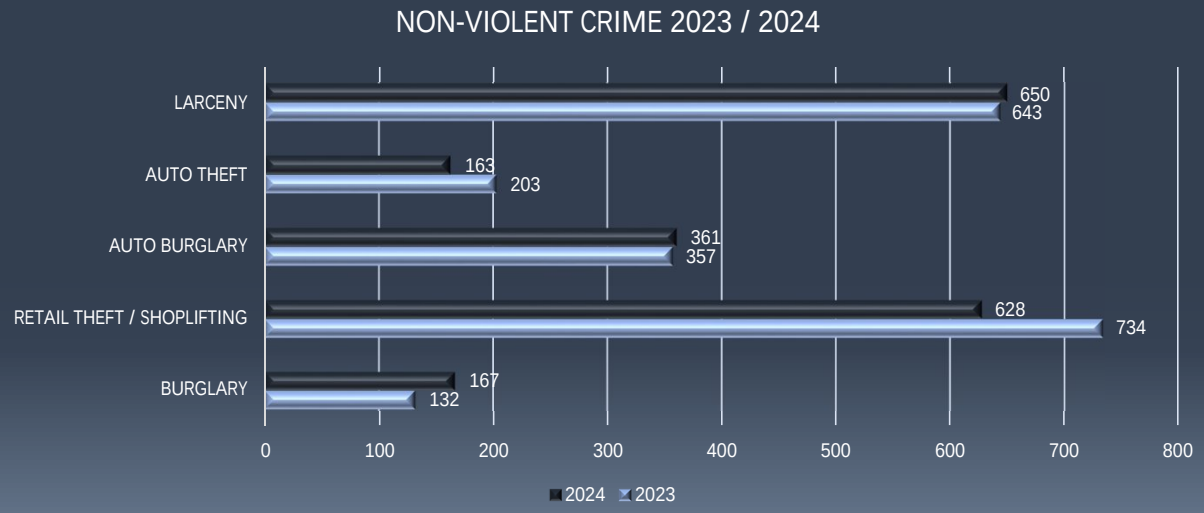


VIOLENT CRIME	2020	2021	2022	2023	2024
AGG ASSAULT/BATTERY	391	292	276	311	245
CRIMINAL HOMICIDE	9	6	3	6	3
ROBBERY	105	82	76	63	61
SEXUAL BATTERY	23	39	49	57	31

NON-VIOLENT CRIME

OFFENSE	2023	2024	% CHANGE / LAST YEAR	ARREST	CLEARENCE RATE
BURGLARY	132	167	27%	32	19%
RETAIL THEFT / SHOPLIFTING	734	628	-14%	218	35%
AUTO BURGLARY	357	361	1%	38	11%
AUTO THEFT	203	163	-20%	17	10%
LARCENY	643	650	1%	61	9%
NON-VIOLENT CRIME TOTAL:	2069	1969	-5%	366	19%

*The national average clearance rate for non-violent crimes in the United States is 13.9%



NON – VIOLENT CRIME IS DOWN 5% COMPARED TO 2023.

- BURGLARY HAS INCREASED BY 27% THIS YEAR COMPARED TO LAST YEAR HOWEVER, WE ARE SHOWING A 19% CLEARENCE RATE WITH 32 TOTAL ARRESTS.

BURGLARY	QTY
2015	512
2016	566
2017	384
2018	256
2019	254
2020	153
2021	129
2022	144
2023	132
2024	167

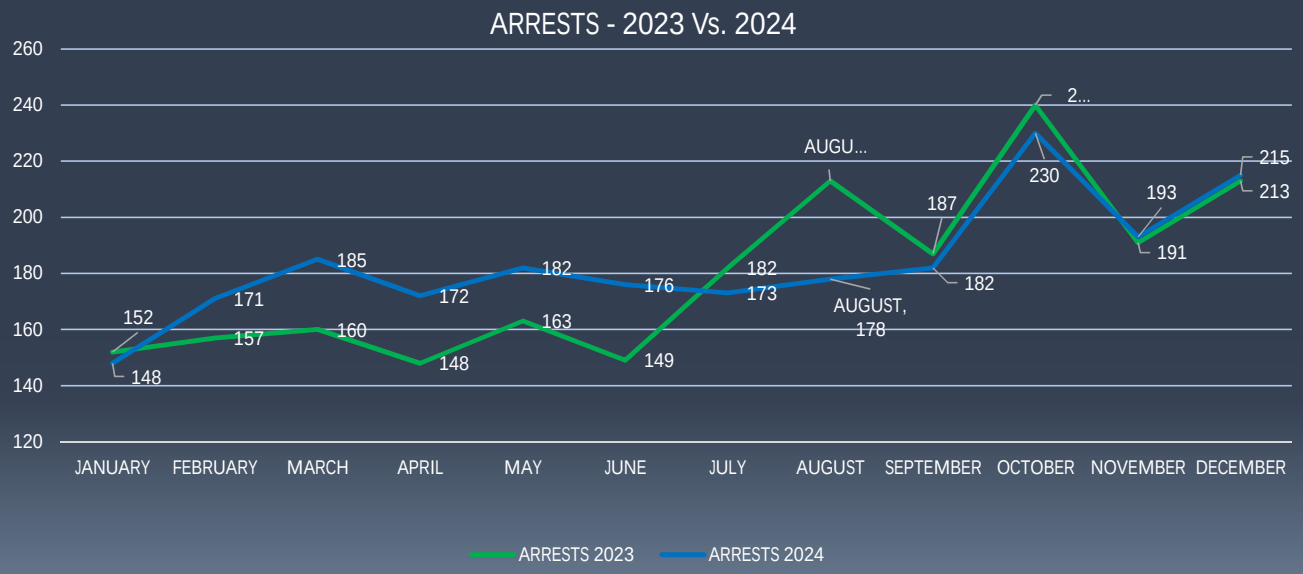
COVID DATA

- RETAIL THEFT / SHOPLIFTING HAS DECREASED BY 14% AND WITH 218 ARRESTS, BBPD IS SHOWING A CLEARENCE RATE OF 35%!

ARRESTS, TRAFFIC, DRUGS

	2023	2024	% CHANGE / LAST YEAR	ARREST	CLEARENCE RATE
DRUG OFFENSES	451	623	38%	503	81%

TOTAL ARRESTS	2157	2205	2%
FIELD INTERVIEW REPORTS	381	806	112%
CITATIONS - MOVING	4411	5996	36%
CITATIONS - NON MOVING	3214	3535	10%
TRAFFIC ACCIDENTS	3258	3346	3%



2024

- DRUG OFFENSES INCREASED BY 37%
- TRAFFIC ACCIDENTS INCREASED BY 3%
- 2% MORE ARRESTS WERE MADE
- 36% MORE CITATIONS WERE WRITEN FOR MOVING VIOLATIONS
- 10% MORE CITATIONS WERE WRITEN FOR NON-MOVING VIOLATIONS.

ARRESTS

	2023	2024
JANUARY	152	148
FEBRUARY	157	171
MARCH	160	185
APRIL	148	172
MAY	163	182
JUNE	149	176
JULY	182	173
AUGUST	213	178
SEPTEMBER	187	182
OCTOBER	240	230
NOVEMBER	191	193
DECEMBER	213	215


PROTECTORES IURA DIGNATATEMQUE
BOYNTON BEACH POLICE DEPARTMENT
POLICE
FL
EST. 1920

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-081- Appoint a City Commission representative and alternate to the Countywide Intergovernmental Coordination Program.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-081.

Explanation of Request:

The Countywide Intergovernmental Coordination Program has been in place for several years under the auspices of two interlocal agreements that were signed by all municipalities, the School Board, the Water Management District and several special districts. The members of this Forum meet quarterly to discuss issues of inter-jurisdictional significance. Each individual local government decides the length of the term.

Commissioner Aimee Kelley is currently serving as the representative and Commissioner Angela Cruz is currently serving as the alternate.

How will this affect city programs or services? Maintain awareness and have input into matters of inter-jurisdictional significance.

Attachments:
R25-081 Agenda_Item_2861-2025_Intergovernmental_Coordination_Program.docx

RESOLUTION NO. R25-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING _____ AS A REPRESENTATIVE TO THE COUNTYWIDE INTERGOVERNMENTAL COORDINATION PROGRAM AND APPOINTING _____ AS ALTERNATE REPRESENTATIVE TO THE COUNTYWIDE INTERGOVERNMENTAL COORDINATION PROGRAM; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Countywide Intergovernmental Coordination Program has been in place for several years under the auspices of two interlocal agreements that were signed by all municipalities, the School Board, the Water Management District, and several special districts; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, is entitled to representation on the Countywide Intergovernmental Coordination Program; and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following named individuals such right and honor of service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby appoint _____ as a representative to the Countywide Intergovernmental Coordination Program and appoints _____ as an alternate representative to the Countywide Intergovernmental Coordination Program.

SECTION 3. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-082- Appoint a City Commission representative and alternate to the Coalition of Boynton West Residents Association (COBWRA).

Requested Action: Staff recommends approval of Proposed Resolution No. R25-082.

Explanation of Request:

The Coalition of Boynton West Residents Association (COBWRA) is a civic organization representing the residential communities of West Boynton Beach, Florida, in unincorporated Palm Beach County. As a courtesy to the City of Boynton Beach, a City representative and alternate are welcome to attend the meetings to address issues of interest or concern. The meeting is held the 3rd Wednesday of each month at 10:00 A.M. at various locations throughout the COBWRA area.

The current representative is Vice Mayor Woodrow Hay, and the alternate is Commissioner Angela Cruz.

How will this affect city programs or services? Maintain awareness of matters of significance to the City.

Fiscal Impact: None

Attachments:
R25-082 Agenda_Item_2862-2025_Resolution_for_Colition_of_Boynton_West_Residents_Association_COBWRA.docx

RESOLUTION NO. R25-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING _____ AS A REPRESENTATIVE TO THE COALITION OF BOYNTON WEST RESIDENTS ASSOCIATION (COBWRA), AND APPOINTING _____ AS ALTERNATE REPRESENTATIVE TO THE COALITION OF BOYNTON WEST RESIDENTS ASSOCIATION (COBWRA); AND FOR ALL OTHER PURPOSES.

WHEREAS, the Coalition of Boynton West Residents Association (COBWRA) is a civic organization representing the residential communities of West Boynton Beach, Florida, in unincorporated Palm Beach County; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, is entitled to representation on the Coalition of Boynton West Residents Association (COBWRA); and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following named individuals such right and honor of service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby appoint _____ as a representative to the Coalition of Boynton West Residents Association (COBWRA) and appoints _____ as an alternate representative to the Coalition of Boynton West Residents Association (COBWRA).

SECTION 3. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-083- Appoint a City Commission representative and alternate to the Palm Beach County League of Cities.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-083.

Explanation of Request:

The Palm Beach County League of Cities shall advocate the collective interests of the municipalities in Palm Beach County in accordance with the principles of self-government. The Board for the Palm Beach County League of Cities meets on the fourth Wednesday of each month at 10:30 A.M. at various locations. The membership term is one year.

Currently, Vice Mayor Woodrow Hay is serving as the representative and Commissioner Thomas Turkin is the alternate representative to this Committee.

How will this affect city programs or services? Maintain awareness and have input into matters of significance to the City.

Fiscal Impact: None

Attachments:
R25-083 Agenda_Item_2863-2025_Resolution_for_Palm_Beach_County_League_of_Cities.docx

RESOLUTION NO. R25-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING _____ AS A REPRESENTATIVE TO THE PALM BEACH COUNTY LEAGUE OF CITIES, AND APPOINTING _____ AS ALTERNATE REPRESENTATIVE TO THE PALM BEACH COUNTY LEAGUE OF CITIES; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Palm Beach County League of Cities shall advocate the collective interests of the municipalities in Palm Beach County in accordance with the principles of self-government; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, is entitled to representation on the Palm Beach County League of Cities; and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following named individuals such right and honor of service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby appoint _____ as a representative to the Palm Beach County League of Cities and appoints _____ as an alternate representative to the Palm Beach County League of Cities.

SECTION 3. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-084- Appoint a City Commission representative and alternate to the Transportation Planning Agency (Formerly known as the MPO, Metropolitan Planning Organization).

Requested Action: Staff recommends approval of Proposed Resolution No. R25-084.

Explanation of Request:

The Transportation Planning Agency (TPA) was created by federal regulations and Florida Statutes to meet federal requirements for obtaining and expending federal transportation funds. The TPA is composed of local elected officials from County and municipal bodies. The responsibilities of the TPA encompass multi-modal transportation planning and addresses short-term (five-year) and long-range (20-year) time frames. The TPA meeting is held on the 3rd Thursday of the month at the PBC Governmental Center on Olive Avenue. They begin at 9:00 A.M. and typically last two hours.

Currently, Commissioner Angela Cruz is serving as the representative and Commissioner Aimee Kelley is the alternate representative to this Committee.

How will this affect city programs or services? Maintain communications and awareness of TPA initiatives that may affect the City.

Fiscal Impact: None

Attachments:
R25-084 Agenda_Item_2864-2025_Resolution_for_Transportation_Planning_Agency.docx

RESOLUTION NO. R25-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING _____ AS A REPRESENTATIVE TO THE TRANSPORTATION PLANNING AGENCY (F/K/A METROPOLITAN PLANNING ORGANIZATION), AND APPOINTING _____ AS ALTERNATE REPRESENTATIVE TO THE TRANSPORTATION PLANNING AGENCY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Transportation Planning Agency (TPA) was created by federal regulations and Florida Statutes to meet federal requirements for obtaining and expending federal transportation funds; and

WHEREAS, the responsibilities of the TPA encompass multi-modal transportation planning and addresses short-term (five-year) and long-range (20-year) time frames; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, is entitled to representation on the Transportation Planning Agency; and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following named individuals such right and honor of service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby appoint _____ as a representative to the Transportation Planning Agency and appoints _____ as an alternate representative to the Transportation Planning Agency.

SECTION 3. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Advisory Board Appointments.

Requested Action: City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:

The City Clerk's Office has received applications from City residents who are seeking to become new board members.

The attached list contains term openings and vacancies on the various advisory boards with the designated Commission members having responsibility for the appointment to fill each term opening and vacancy.

How will this affect city programs or services? Appointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Advisory_Board_Appointments_Reappointments_and_Applicants_for_April 1 2025.docx
Karina Maldonado - Art Advisory Board.pdf
Chevette Gadson - Community Redevelopment Agency Advisory Board.pdf

Art Advisory Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Regular	Vacant
III	Turkin	Regular	Replaces Susan Froehlich
IV	Kelley	Alternate	Replaces Ace Tilton Ratcliff

Applicants: Karina Maldonado

Building Board of Adjustment and Appeals
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Kelley	Regular	Replaces Paul Bortz
I	Cruz	Regular	Replaces Timothy Dornblaser
II	Hay	Regular	Replaces Sanford Guritzky
III	Turkin	Regular	Vacant
Mayor	Shelton	Regular	Vacant
Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicants: None

Community Redevelopment Agency Advisory Board
2 Year Staggered Terms

III	Turkin	Regular	Vacant
Mayor	Shelton	Regular	Vacant
I	Ruz	Regular	Vacant

Applicants: Chevette Gadson Regular member seeking reappointed for a second term

---

Education and Youth Advisory Board
Regular Member 2 (2 year) terms
Alternate/Student Member 2 (1 year) terms

III	Turkin	Alternate	Vacant
Mayor	Shelton	Alternate	Vacant
Vice Mayor	Kelley	Student	Vacant
I	Cruz	Student	Vacant
II	Hay	Student	Vacant

Applicants: None

Historic Resources Preservation Board – Quasi-judicial
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Regular	Vacant	Replaces Barbara Ready
II	Hay	Regular	Vacant	Replaces Michael Wilson
III	Turkin	Regular	Vacant	
Mayor	Shelton	Alternate	Vacant	Replaces Victor Norfus
Vice Mayor	Kelley	Alternate	Vacant	

Applicants: None

Library Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant	Replaces Margaret Newtown

Applicants: None

Recreation and Parks Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

II	Hay	Alternate	Vacant

Applicants: None

Senior Advisory Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant
Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicants: None

Stanzione, Tammy

From: kariina <noreply@123formbuilder.com>
Sent: Saturday, February 01, 2025 11:17 AM
To: City Clerk
Subject: Advisory Board Appointment application

This Message Is From an External Sender

This message came from outside your organization.

Today's date	02/01/2025
Name	Karina Maldonado
Phone number	561-573-9799
Address	130 NE 27th Ave Boynton beach Florida 33435 United States
Email	kariina@rocketmail.com
Current occupation or, if retired, prior occupation	Urban planner
Education	Bachelors in Urban and Regional Planning
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Art Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	As a planner for the City of Lake Worth Beach, I review mural application requests, draft staff reports with staff recommendations, and present mural requests to the

	Planning and Zoning Board. I'm also a self proclaimed artist and passionate about 2D and 3D media.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 166.196.89.122 (United States) at 2025-02-01 11:17:09 on iPhone 16.3
Entry ID: 742
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Stanzione, Tammy

From: City Clerk
Sent: Monday, March 10, 2025 3:58 PM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: CMGadson4 <noreply@123formbuilder.com>
Sent: Monday, March 10, 2025 3:57 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	03/10/2025
Name	Chevette M Gadson
Phone number	561-702-9973
Address	1480 N.W. 3rd Street BOYNTON BEACH FL 33435-2622 United States
Email	CMGadson4@aol.com
Current occupation or, if retired, prior occupation	Manager, Out of School Programs
Education	Master of Science, Counseling Psychology
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	Education and Youth Advisory Board Community Redevelopment Agency Advisory Board
Have you ever been convicted of a crime?	No

If "yes", when and where?	
Advisory Board	Community Redevelopment Agency Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	No
Personal Qualifications	I am currently a member of the Community Redevelopment Agency Advisory Board (CRAAB). I was appointed in October of 2023. I have only been on the board for a year and a half and would like the opportunity to finish the work the current group has started. I have lived in the City of Boynton Beach for 40+ years. I have worked with the Palm Beach County School District for 22 years where I have facilitated various committees, trainings, and projects. I work well with diverse populations and am always successful at handling tasks and meeting goals.
Professional Memberships	Florida Afterschool, Inc. National Afterschool Association Palm Beach School Counseling Association Delta Sigma Theta Sorority, Inc.
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 165.161.17.142 (United States) at 2025-03-10 14:57:27 on Chrome 122.0.0.0
Entry ID: 756
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Community Support Funds.

Requested Action: Approve Community Support Fund request from Commissioner Kelley.

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds 001-1110-511-83-04

Fiscal Impact: There will be no fiscal impact to the budget for this item.

Attachments:
Operation Connor Share- Kelley $500.doc
BBCHS- Kelley $2000.doc

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: April 1, 2025
Requested by Mayor/Commissioner: Commissioner Kelley
Amount Requested: $500
Recipient/Payee: Operation Connor Share
Description of project, program, or activity to be funded: Easter baskets for children in local hospitals and goodie bags for elderly in nursing homes

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $5,500.

Accordingly:

- ☐ There are funds available as requested
- ☐ There are insufficient funds available as requested

Dated: 04/01/2025 By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ☐ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ☐ The recipient/payee provides services within the City
- ☐ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: April 1, 2025
Requested by Mayor/Commissioner: Commissioner Kelley
Amount Requested: $2,000
Recipient/Payee: Boynton Beach Community High School
Description of project, program, or activity to be funded: Aerospace Science Academy Summer Competitions

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $5,000.

Accordingly:

- ☐ There are funds available as requested
- ☐ There are insufficient funds available as requested

Dated: 04/01/2025 By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ☐ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ☐ The recipient/payee provides services within the City
- ☐ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-085- Approve a Piggyback Agreement between the City and Blue Iguana Pest Control, Inc. d/b/a Iguana Control for reptile control services in an amount not to exceed $80,080.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-085 **.**

Explanation of Request: Recreation and Cultural Services is proposing a piggyback contract to manage and eradicate exotic and nuisance reptiles from all city-owned parks and property. These nuisance wildlife create health and safety concerns for patrons and cause significant damage to City property.

Piggybacking at the City of Boynton Beach is an important strategy for maximizing efficiency and cost savings in procurement processes. By leveraging contracts and agreements that have already been competitively bid and awarded by other governmental entities, the City can avoid the lengthy and resource-intensive process of issuing its own bids. This allows for faster acquisition of goods and services, ensuring that City projects and operations continue smoothly without unnecessary delays. Additionally, piggybacking promotes fiscal responsibility by enabling the city to take advantage of favorable pricing and terms that have already been negotiated, ultimately benefiting taxpayers. It also fosters collaboration among local governments, enhancing resource sharing and creating opportunities for better service delivery to the community.

It should be noted to the City Commission that Blue Iguana Pest Control, Inc. d/b/a Iguana Control, is a local Boynton Beach vendor located within the city limits.

How will this affect city programs or services? The eradication of these nuisance reptiles will create a safer and more welcoming environment for all patrons and decrease the amount of pest-related damage at all sites.

Account Line Item and Description: Rec & Parks- 001-2710-572.49-17
Public Works- 001-2730-572.49-17
Utilities- 401-2811-536-49-17

Fiscal Impact: Up to $80,080.

Attachments:
R25-085 Agenda_Item_2851-2025_-_Piggyback_Agreement_-_Blue_Iguana.docx

Exhibit A to Resolution - Iguana Control - Boynton Beach - Piggyback ii.pdf
Composite Exhibit A.pdf
Executed Renewal Request (1) - RFB 04-2023 - 2023-2024 (1).pdf
Executed Renewal Request (2) - RFB 04-2023 - 2024-2025 (1).pdf

RESOLUTION NO. R25-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH BLUE IGUANA PEST CONTROL, INC. DBA IGUANA CONTROL FOR REMOVAL OF IGUANAS AND OTHER NUISANCE REPTILES FROM CITY PROPERTIES, FOR AN AMOUNT NOT TO EXCEED $80,080.00 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires the removal of iguanas and other exotic/nuisance reptiles from City parks and other City properties; and

WHEREAS, the Town of Palm Beach issued a "Request for Bids" (RFB No. 04-2023) for Iguana Extermination Contracts and entered into an agreement with Blue Iguana Pest Control, Inc. d/b/a Iguana Control ("Vendor") for nuisance reptile removal and extermination; and

WHEREAS, the requested Piggyback Agreement with the Vendor is necessary to the functions of the City; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor to provide the City with nuisance reptile removal and extermination services, with an annual amount not to exceed $80,080.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for the removal of iguanas and other nuisance reptiles, with an annual amount not to exceed $80,080.00 (the "Agreement"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Taralyn Pratt for forwarding to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BLUE IGUANA PEST CONTROL, INC. DBA IGUANA CONTROL

This Piggyback Agreement is made as of this __ day of _____, 2025, by and between Blue Iguana Pest Control, Inc. dba Iguana Control, a Florida corporation, with a principal address of 1440 Coral Ridge Drive, Suite 460, Coral Springs, FL 33071 hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on August 28, 2023, the Town of Palm Beach issued a "Request for Bids" (RFB), for Iguana Extermination Contractors for which they received five (5) responses; and

WHEREAS, the Town of Palm Beach found Blue Iguana Pest Control, Inc. dba Iguana Control ("Vendor") to be a responsive, responsible bidder and awarded it a one-year (1) agreement commencing December 8, 2022, with four (4) one-year renewal options, terminating September 30, 2027, RFB No. 04-2023 ("Master Agreement"); and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to ensure the removal of iguanas and other exotic/nuisance reptiles, the City is requesting to enter into a Piggyback Agreement with the Vendor to provide reptile control services for all City property locations; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, Bid Tabulation, and Scope of Work, a copy of which is attached as **Composite Exhibit "A."**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until September 30, 2025. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, Bid Tabulation, and Scope of Work, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement, Bid Tabulation, and Scope of Work are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "Town of Palm Beach" or "Town" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed $80,080.00 per year.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are

required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

   The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

   A. Keep and maintain public records required by the City to perform the service;

   B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

   C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

   D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the

Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered

the City's employee for any purpose.

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

25. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

26. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

IN WITNESS OF THE FOREGOING. the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____

_____ Mayor

Approved as to Form:

_____

Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____

Maylee DeJesus, City Clerk

BLUE IGUANA PEST CONTROL, INC. DBA IGUANA CONTROL

_____

(Signature)

Blue Iguana Pest Control, Inc. dba Iguana Control

Thomas Portuallo

Print Name of Authorized Official

President

Title

(Corporate Seal)

Attest/Authenticated:

_____

(Signature), Witness

Ana Lopez

Print Name

1. **ACCEPTANCE / REJECTION**

The Town reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the Town will be in the best interest of and/or the most advantageous to the Town, in the Town's sole and absolute discretion. Town also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. Town reserves the right to waive any irregularities and technicalities and may, at its sole and absolute discretion, request a re-bid.

2. **ADDENDUMS**

The Purchasing Division may issue an Addendum to this solicitation that changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Supplier should not rely on any representation, statement, or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued hereto. In the event of a conflict between the Solicitation Package and any addenda, the addenda shall prevail. It is the Suppliers responsibility to ensure receipt of all addenda and any accompanying documentation. The Supplier is required to acknowledge having reviewed the addendum within the solicitation system. Failure to acknowledge the addendum may cause the Submittal Package to be deemed non-responsive and not be considered for award.

3. **ALTERNATIVES / APPROVED EQUAL / DEVIATIONS**

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. The reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternative offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with the alternative offer(s) may be cause for disqualification of the bid.

The TOWN, in its sole and absolute discretion, shall determine the acceptability of any alternative product or service and such determination shall be final and binding upon all bidders. When an item is marked "No Substitutions" alternates or equivalents will not be accepted. The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications set forth herein must be clearly indicated. Unless a deviation is identified the TOWN has right to detrimentally rely that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for any expenses incurred to acquire the specified items.

4. **AS SPECIFIED**

A purchase order will be issued to the successful bidder with the understanding that all services rendered must meet the specifications herein.

5. **AVAILABILITY OF FUNDS**

The obligations of the Town under this award are subject to and conditioned upon the availability of funds lawfully appropriated by the Town Council.

6. **AWARD**

Award may be made to the Supplier which offers the best value to the Town. The Town reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest. Award will be made to the lowest responsive and responsible bidder. Bids shall remain open for 90 days. If a contract is awarded, the Town will provide the successful bidder a Notice of Award within 90 days after the day of the Bid Opening.

The Town of Palm Beach reserves the right to award on an "All-or-None" basis to one bidder or to award on a "Lot-by-Lot" or "Item-by-Item" basis whenever it is in the best interest of and/or most advantageous to the Town of Palm Beach.

7. **BID FORMS**

All bid proposals must be submitted on our standard bid form. Bid proposals on vendor quotation forms will not be accepted.

8. BID TABULATION

Bidders desiring a copy of the bid tabulation of the bid may obtain them by going to the Town's website at www.townofpalmbeach.com, (click "Doing Business" click "Sealed Bids/Requests for Proposals" and follow the instructions).

9. CERTIFICATIONS AND/OR LICENSES

Bidders shall hold a current license which shows that a principal in the firm or an employee is certified to perform these services. This Certification shall be current at all times during the duration of this contract. Bidders should provide, with their bid, a copy of all current licenses. If not provided with your bid, they must be submitted within three (3) business days of the Town's request. Bidder must hold a current tax receipt (Occupational License). Copy of license must be submitted with bid and must be in the name of the bidder shown on the Bid Proposal Page. A current, signed copy of IRS Form W-9 should also be submitted with your bid.

10. CODE OF ETHICS

If any Bidder violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Bidder may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for additional information regarding the Palm Beach County Commission on Ethics may be found at: http://www.palmbeachcountyethics.com/ordinances-codes.htm.

11. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

12. CONE OF SILENCE

The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

a) Any person or person's representative seeking an award from such competitive solicitation; and

b) Any Town Council Member or Town Council staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the issuance of the Bid. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is either rejected by the Town or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the town council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, town council member, mayor, advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the town council or town department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process. For further information refer to

http://www.palmbeachcountyethics.com/ordinances-codes.htm - Palm Beach County Registration Ordinance – Effective April 2, 2012.

13. **CONFLICT OF INTEREST**
The award of this solicitation is subject to Chapter 112, Florida Statutes. All Suppliers must disclose with their response the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Suppliers must disclose the name of any Town of Palm Beach employee who owns, directly or indirectly, an interest of five (5) percent or more of the Suppliers company or any of its branches.

14. **CONTRACTUAL AGREEMENT**
This Bid shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Bidder response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of the State of Florida. Any additional contract or agreement terms requested for consideration by the Bidder must be attached and enclosed as part of the proposal.

15. **DELETION OR MODIFICATION OF SERVICES**
The Town reserves the right to add or delete any portion of this Contract at any time with or without cause, and if such right is exercised by the Town, the total fee shall be increased or reduced in the same ratio as the estimated cost of the goods based on the unit prices set forth on the Bid Proposal Page.

16. **DISCOUNT**
Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

17. **DRUG-FREE WORKPLACE**
Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. **E-VERIFY**
The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

19. **FEDERAL AND STATE TAX**
Town is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the Town shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any said vendor or contractor be authorized to use the Town's tax exemption number in securing such materials.

20. **F.O.B. POINT**
The F.O.B. shall be Destination to Town of Palm Beach Public Works Department, 951 Okeechobee Road, Palm Beach, FL 33401. Pricing shall include delivery and installation. No additional charges for delivery shall be allowed.

21. **GENERAL INFORMATION**
Companies desiring a copy of the Request for Proposals may obtain such documents from the Town's website, (click "Doing Business," click "Bids and Requests for Proposals" and under the Negometrix section select on the link to the Town of Palm Beach Solicitations to locate this bid.

The Town only accepts online submittals through Negometrix, the eProcurement platform linked to the Town Website, promoting a greener footprint.

If you are not registered through the website you are required to do so (at NO charge). The Bid is also advertised through DemandStar and Public Purchase, however proposals must be submitted through the Town website. Written proposals will

not be accepted. For further information, contact the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, Telephone (561) 838-5406.

a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie bids.

c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime may not submit a bid on a contract to provide any goods or services to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently $25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

22. EEO STATEMENT

The Town is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, sex, age and non-disqualifying physical or mental disability

23. INDEMNIFICATION

The Contractor recognizes that it is an independent contractor and not an agent or servant of the Town. To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify, and hold the Town of Palm Beach, its officers, agents, and employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, and/or other expenses and/or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust, and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false, or fraudulent. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, and hold harmless the Town or its officers, employees, agents, and instrumentalities as herein provided. Notwithstanding the foregoing, if the joint, concurring, comparative or contributory fault or negligence of the Parties gives rise to the losses for which the Town is entitled to indemnification under this Article 8, then any losses shall be allocated between the Parties in proportion to their respective degrees of fault or negligence contributing for such losses. Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by solely by the negligent act(s) or omission(s) by the Town, or by the Town's officers, agents, and employees.

Contractor acknowledges and agrees that Town would not enter into this Agreement without this indemnification of Town by Contractor and that such indemnification constitutes a material inducement for the Town's entering into this Agreement and shall additionally constitute good and sufficient consideration for this indemnification. This Article shall survive the expiration or earlier termination of this Agreement. Nothing in this Contract shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth at Section 768.28, Fla. Stat.

24. INFORMATION

Any questions by prospective vendors should be directed to the Purchasing Division contact, who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by purchasing personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the original bid document. Interpretation of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

25. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way release the bidder from responsibility.

a) Vendors doing business with the Town are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, age, or non-disqualifying physical or mental disability regarding, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with Town purchasing procedures pertaining to tie bids.

c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat. (2020) for CATEGORY TWO (Currently $25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

26. LICENSES AND PERMITS

When applicable, it shall be the responsibility of the successful bidder to obtain at no additional cost to the Town, any and all licenses and permit required to complete contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees shall be waived for this work, however, the successful vendor must pay any applicable Town business taxes.

27. LOBBYING PROHIBITED

Proposers are not to contact or lobby any Town personnel related or involved with this Request for Proposals.
All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer. Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information: http://www.palmbeachcountyethics.com/ordinances-codes.htm .

28. MATERIAL SAFETY DATA SHEET

Pursuant to Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

a) The identity used on the chemical product's label.
b) The chemical and the common name(s) of all ingredients, which have been determined to be a health hazard.
c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
f) The primary route(s) of entry.
g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.

h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
i) Any general applicable precautions for safe handling and use that are known.
j) Any general applicable control measures, which are known.
k) Emergency and first aid procedures.
l) The date of MSDS preparation or last change to it.
m) The name, address and telephone number of the chemical Manufacturer or importer.

29. METHOD OF ORDERING

An annual Blanket Purchase Order may be issued for these services. Invoices shall be submitted monthly after completion of services specified in this Contract and shall refer to the Purchase Order Number and the appropriate item number. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable P.O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to:Invoices@TownofPalmBeach.com (Preferred Method).

30. MISTAKES IN SUBMITTAL PACKAGE

a) Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.

b) Unit prices shall prevail in the event of an error in the Supplier's Submittal Package.

c) Minor Informalities - Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other responding suppliers. Material substance is defined as any portion of a Supplier's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, or contractual conditions and shall not be considered a minor informality.

31. NO BID

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of NO BID" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

32. NON-COLLUSION

Bidder certifies that his Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

33. PALM BEACH COUNTY INSPECTOR GENERAL

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

34. PAYMENT

Payment will be made by the Town after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Terms of payment are net 30 days after services have been completed and accepted. Invoice must reflect purchase order number. **The Town of Palm Beach shall pay invoices via either direct payments (ACH) or purchasing cards with the goal of achieving a greener footprint.** Suppliers shall email their invoice(s) to following email address: Invoices@TownofPalmBeach.com.

35. PERFORMANCE

The Town shall not pay for work that fails to meet the Town's standards as set forth is this Bid and as determined by the Contract Coordinator.

36. PRICES QUOTED

Bidder warrants by virtue of bidding that prices shall remain fixed and firm for a period of ninety days (90) days from the date of bid opening or time stated in Special Conditions.

37. PRICE/DELIVERY

Price quoted must be the price for new merchandise that is free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically provided for in the bid specifications. "Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as Town, after the Purchasing Agent or his designee has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the Town. Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the Town reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful Bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

38. PRICING

The Town requires a firm price for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination.

39. PROTESTS - *Please see the Town of Palm Beach Purchasing Manual*

Stay of Procurement during Protest: Purchases which are the subject of a timely protest may be stayed until a final decision by the Town Manager regarding such Protest has been made. The Purchasing Manager shall not proceed further with the Invitation to Bid, RFP, or other purchasing solicitation or award which is the subject of the protest until all administrative remedies have been exhausted and a final decision of the Town Manager has been rendered, unless a determination is made that the continuation of the award process is in the best interest of the Town. In this case, the Town Manager must make a written determination that the execution of a contract without delay is necessary to protect substantial interests of the Town.

Filing Fees: In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a bond, cashier's check, or money order for an amount equal to ten percent (10%) of the total estimated contract value, but in no case less than $10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. If the protest is not upheld, the filing fee shall be drawn upon to offset any costs incurred by the Town related to the subject protest.

40. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) for the lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor lists that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

41. PUBLIC RECORDS LAW

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) for the lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

42. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and highways for the work to be done under these specifications, they shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall at all times so conduct their work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages work, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Town of Palm Beach or designee.

No more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance. Contractor shall utilize traffic control devices when working on right of ways.

Contractor is responsible for obtaining right of way permits when working on DOT roadways. There will be no fees for these permits.

There shall be no obstruction of the travel lanes between the hours of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. without approval from the Town of Palm Beach or designee. No road or street shall be closed to the public, except with the permission of the Contract Coordinator and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

43. RESTRICTED AREAS DURING OFFICIAL DIGNITARY VISITS, EMERGENGIES AND WEATHER EVENTS

The Town of Palm Beach may become a restricted area during official Dignitary visits, emergencies, and/or significant weather events. Contractor and workers may be asked to show Town issued ID during this period. The Contractor and workers assigned to this project will be required to come to the Police Department prior to the start of the contract to have their fingerprints taken at no charge to contractor. If the fingerprint background check returns with no warrants or felonies, the contractor and workers will be given a picture ID for access to Palm Beach Island during this period. This process takes up to three (3) business days and needs to be planned for accordingly.

44. SAFETY REGULATIONS

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

45. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded for this proposal shall be sold, transferred or assigned without the prior written approval of the Town, which may be withheld for any reason or no reason at the Town's sole and absolute discretion.

46. SUBCONTRACTING

If the Contractor subcontracts any portion of the contract for any reason, the name and address of the subcontractor shall be included on the form contained herein with the extent of work to be performed. This information shall be submitted with bid response and approved by the Town. The Town reserves the right to reject a bid, of any bidder, if the bid names a subcontractor who has failed in the proper performance of a contract or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the bid documents to the Contractor, or the Contractor shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the Contractor to ensure that insurance and licenses required by this contract are in effect.

47. TERMINATION FOR CONVENIENCE

The Town of Palm Beach may terminate under this contract in whole or in part (the "Work Terminated") if the Town determines that such termination is in the Town's best interest. The Town shall terminate by delivering to the Contractor a Notice of Termination, specifying the extent of the Work Terminated and the effective date. After receipt of a Notice of Termination, a Contractor shall immediately proceed with the following, regardless of any delay in determining or adjusting any amounts due under this clause:

a) Stop work as specified in the notice.
b) Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete any portion of this Contract not encompassed in the Work Terminated.
c) Terminate all subcontracts to the extent they relate to the Work Terminated. To the fullest extent practicable, cancel all outstanding purchase orders, contracts and delivery of materials, supplies and equipment related to the Work Terminated.

d) If requested by the Town in writing, assign to the Town, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under a subcontract. The Town shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph nor any assignment of subcontracts shall constitute the Town's assumption of Contractor's obligations under any such subcontract absent a written document executed by the Town and the subcontractor in which the Town expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the Town assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment.
e) With the approval of the Purchasing Agent, settle all outstanding liabilities and settlement proposals arising from the termination of subcontracts.
f) As directed by the Town, transfer title and deliver to the Town (a) the fabricated or un-fabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the Work Terminated, and (b) the completed or partially completed plans, drawings, information, and other property that, if the Work Terminated had been completed, would be required to be furnished to the Town.
g) Complete performance of the work not terminated.
h) Take any action that may be necessary, or that the Town may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Town has or may acquire an interest.

1) The Early Termination Claim shall be strictly limited to payment for those portions of the Work, including Contractor's reasonable profit therefore, properly performed prior to the Town's Termination for Convenience, and for work performed by Contractor under subparagraph B.8 above for protection and preservation of the property described therein. The Early Termination Claim shall not include, and Contractor shall not be entitled to claim or recover, Contractor's other direct or indirect costs, losses or damage of whatsoever nature by reason of the Early Termination including, without limitation:

    a) Lost profit for Work not to performed by Contractor by reason of the Town's Termination for Convenience;
    b) The cost of the Work not to performed by Contractor by reason of the Town's Termination for Convenience;
    c) Contractor's demobilization costs.
    d) Home office overhead;
    e) Effect on other contracts and subcontracts including without limitation, those with subcontractors, sub subcontractors, suppliers and material men of any tier or any claims by them arising out of or relating to the impact of the Termination for Convenience on their contracted relations;
    f) Lost opportunities or other actual/prospective contracts;
    g) Lower or lost productivity;
    h) Costs or damages claimed by subcontractors, sub subcontractors, material men, or suppliers of any tier arising or in any way related to their respective contracts with the Contractor or one another, or arising or related in any manner to the Termination for Convenience.

2) The Town's Termination for Convenience shall be without waiver or prejudice to, all of the Town's claims, rights and remedies arising out of or related to any default, breach of contract, damages or other claims the Town may have against Contractor, or Contractor's subcontractors, material men and suppliers of any tier, or any other person or entity at the time of Early Termination, or arising thereafter. Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, an Early Termination by the Town.

3) No later than 60 says following termination, the Contractor shall submit an Early Termination Claim to the Town, unless such time for submittal has been extended in writing by the Town. If the Contractor fails to timely submit the Early Termination Claim the Town may determine, based upon the information available, the amount due the Contractor because of the Early Termination and shall pay such amount, if any.

4) Subject to above, the Contractor and the Town may agree upon the whole or any part of the amount that may be due because of the Early Termination. However, this amount may not exceed the total price as reduced by the amount of payments previously made and the contract price of work not terminated. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

5) If the Contractor and the Town fail to agree on the payment because of Early Termination of work, the Town shall pay the Contractor the amounts, if any, determined by the Town to be due the Contractor as a result of the terminated work.

6) If the termination is partial, the Contractor may file a proposal with the Town for an equitable adjustment of the price of the continued portion of the contract.

48. TERMINATION FOR DEFAULT

The Town may terminate this Contract in the event:

a) Contractor fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;
b) Contractor fails or refuses to prosecute the Work on any severable part, with the diligence that will insure its completion within the time specified in construction schedules and related milestones issued in conjunction with this Contract;
c) Contractor fails to complete the Work within the time specified in this Contract;
d) Contractor fails to deliver the supplies or perform the services required of the Contractor under this Contract within the time specified in this Contract;
e) Contractor fails or refuses to provide sufficient properly skilled workmen or tradesmen.
f) Contractor refused or fails to supply materials, equipment or services meeting the requirements of this Contract;
g) Contractor fails to make payments for materials, labor or services to subcontractors, sub subcontractors, suppliers or material men of any tier in accordance with such agreements that may exist among them;
h) Contractor violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;
i) Contractor materially breaches any of the provisions of this Contract.

When any single or combination of the above causes exist such cause(s) have not been cured after seven (7) days written demand by the Town, the Town may, with full reservation of, and without prejudice to any other right or remedy the Town may have, upon giving Contractor and the surety five (5) days written notice, terminate the Contract. Thereupon the Town shall immediately be entitled to possession of the worksite and all supplies, materials, equipment thereon and to finish the Work by reasonable means the Town shall decide in its discretion. No payments shall be due the Contractor until the Work is fully and finally completed. Contractor and Contractor's surety shall be charged with all costs and expenses of completing the Work (the "Cost to Complete") including without limitation: costs of repairing, replacing or re-mediating improperly performed work; completing portions of the Work left undone on the Contractor's termination; architectural, engineering and other professional fees and costs incurred as a result of Contractor's termination and in connection with completing the Work; liquidated damages at the rate specified herein until Completion is achieved; any other loss, claim or damage incurred by the Town by reason of Contractor's default. If the unpaid portion of the Contractor's Bid (the "Unpaid Bid Amount") is greater than the Cost to Complete, the Cost to complete shall be subtracted from the Unpaid Bid Amount and the difference shall be paid to Contractor within sixty (60) days from completion of the Work. If the Cost to Complete exceeds the Unpaid Bid Amount, the Unpaid Bid Amount shall be subtracted from the cost to complete and Contractor shall be indebted to and shall pay to the Town that difference. The rights and remedies reserved to the Town in this paragraph are without waiver of and are in addition to any other rights and remedies provided by law or under this Contract to the Town.

49. TOWN CONTRACT COORDINATOR

The Town of Palm Beach shall designate a Contract Coordinator who shall act on behalf of the Town with respect to monitoring contractor performance under this contract. The administration of this contract is vested in the Contract Coordinator. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinator. The Contract Coordinator principal duties shall be:

a) Liaison with Contractor.
b) Coordinate and approve all work under the contract.

c) Resolve any disputes.
d) Assures consistency and quality of Contractor's performance.
e) Schedule and conduct Contractor performance evaluations and document findings.
f) Review and approve for payment all invoices for work performed or items delivered.

50. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the TOWN for any terms and conditions not specifically stated in the bid.

51. VENDOR SERVICE REPRESENTATIVE

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

52. WARRANTY

The Contractor shall provide, at the time of delivery, a warranty for any and all goods against defective material, workmanship, and failure to perform in accordance with required performance criteria, for a period of no less than one (1) year from the date of delivery. This is a minimum standard; if the standard warranty period is greater than one (1) year, the entire warranty period will be honored. The Contractor agrees that all parts of the goods found defective shall be replaced without any cost or expense to the Town including all labor, materials and costs of transportation. In addition, the Contractor agrees that if said repair of defective goods will exceed ten (10) working days, the Contractor shall supply loaner goods, upon written request of the Town, in a timely and prompt fashion, at no cost or expense to the Town.

Town of Palm Beach

RFB 04-2023
Reptile Control Services
Bid Tabulation

Basis of Award		Blue Iguana Pest Control Inc d/b/a Iguana Control		Delgado Family Pest Solutions		Emergency Wildlife Services		Enviroscapes Plus Inc.		Easy Removal Solutions	
Description	Estimated Man Hours Per Month	Hourly Rate	Estimated Cost Per Month	Hourly Rate	Estimated Cost Per Month	Hourly Rate	Estimated Cost Per Month	Hourly Rate	Estimated Cost Per Month	Hourly Rate	Estimated Cost Per Month
Nuisance Reptile Removal	24	$ 35.00	$ 840.00	$ 55.00	$ 1,320.00	$ 75.00	$ 1,800.00	$ 75.00	$ 1,800.00	$ 225.00	$ 5,400.00
		Apparent Awardee									

SCOPE OF WORK/SPECIFICATIONS

1. Removal of exotic reptiles
    a. Contractor shall perform all removal efforts within the boundaries of Town owned Parks and properties.
2. Schedule
    a. Staff and the Contractor will develop an as needed schedule.
    b. Contractor shall provide services in accordance with landscape hours as per Town ordinances.
    c. Time spent at a site will be determined by Contractor and Town Staff availability.
    d. Contractor may be accompanied by Town Staff during all activities on Town property.
3. Removal and Dispatch
    a. Whenever possible, Contractors' work will be performed using an air pellet rifle. When necessary, Contractor may use a snare.
    b. Contractor shall notify the Palm Beach Police department by phone prior to performing duties using a pellet rifle on Town property.
    c. Exotic reptiles, including but not limited to iguanas, tegus, monitor lizards, geckos and other nuisance reptiles as directed by Town Staff, will be dispatched on site.
    d. Dispatched reptiles shall be disposed of off-site by the Contractor, in accordance with state guidelines http://myfwc.com/conservation/you-conserve/assistnuisance-wildlife/faqs/#what .
4. Identification
    a. Contractor shall wear a brightly colored shirt with the company name and identifying themselves as a wildlife trapper.
    b. Contractor's vehicles shall be labeled with the company name.
5. Payment
    a. Monthly invoices will be submitted to the Town by the Contractor.
    b. Invoices will list the total number of hours Contractor provided services to the Town and the number of exotic reptiles removed from each serviced location.
    c. Contractor will be paid for services provided on a per hour basis.

TOWN OF PALM BEACH

PROCUREMENT AND CONTRACT MANAGEMENT DIVISION

Date: 08/07/2023

Blue Iguana Pest Control Inc d/b/a Iguana Control
6615 W. BOYNTON BEACH BLVD. #121
BOYNTON BEACH, FL 33437

Ref: RFB 04-2023 Reptile Control Services
Year Two (2) of Contract – 1st Renewal

Good afternoon,

As specified in Town of Palm Beach RFB 04-2023, we have an option to renew the existing contract for another one (1) year term if it is mutually agreeable to all parties.

Please advise by signature below, if an extension of our current contract with the same terms, conditions, specifications, and pricing stated in your bid, would be acceptable.

Please, complete and return this form to the Procurement Division. Your response may be emailed to rcanterbury@townofpalmbeach.com faxed to 561-835-4688.

Respectfully,

Ryan Canterbury
Senior Procurement and Contract Management Agent

XXX I hereby agree to an extension of RFB 04-2023.

_____ I do not approve an extension of RFB 04-2023 for the following reasons:

_____

_____

Susheel Tenguria Digitally signed by Susheel Tenguria Date: 2025.03.24 16:09:10 -07'00'
SIGNATURE

08/21/2023
DATE

Thomas Portuallo
NAME (PRINT)

TOWN OF PALM BEACH

PROCUREMENT AND CONTRACT MANAGEMENT DIVISION

Date: 08/12/2024

Blue Iguana Pest Control Inc.
Via email: jennifer@iguanacontrol.com; thomasm@iguanacontrol.com; tom@iguanacontrol.com

Ref: RFB No. 04-2023
Year Three (3) of Contract – 2nd Renewal

Good morning,

As specified in Town of Palm Beach RFB No. 04-2023, we have an option to renew the existing contract for another one (1) year term if it is mutually agreeable to all parties.

Please advise by signature below, if an extension of our current contract with the same terms, conditions, specifications, and pricing stated in your bid, would be acceptable.

Please, complete and return this form to the Procurement Division. Your response may be emailed to rcanterbury@townofpalmbeach.com faxed to 561-835-4688.

Respectfully,

Ryan Canterbury
Senior Procurement and Contract Management Agent

X I hereby agree to an extension of RFB No. 04-2023.

_____ I do not approve an extension of RFB No. 04-2023 for the following reasons:

_____

_____ 08/19/24
SIGNATURE DATE

Thomas Portuallo President
NAME (PRINT)

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-086- Approving a Collocation Agreement between the City and Dish Wireless, LLC, and a Memorandum of Agreement between the City and Dish Wireless, LLC to allow for ground equipment and co-location on the existing telecommunications tower at 1901 N. Seacrest Blvd. with a lease area of 35 square feet.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-086.

Explanation of Request:

This agenda item presents a proposed collocation lease and memorandum agreement with Dish Wireless, LLC for the co-location of network equipment on the existing telecommunications tower located at 1901 N. Seacrest Blvd. Dish Wireless intends to install antenna equipment on the tower and associated ground equipment within a designated area at the tower's base. This agreement will allow Dish Wireless to enhance its network coverage within the city, while also providing a new revenue stream for the City through lease payments. The tenant's ground lease portion is 35 square feet, with equipment space on the vertical tower. The initial term of the lease is for (5) five years with (4) four (5) year extensions. The annual rent is $ 7,500, with a 3% increase each year.

How will this affect city programs or services?

The execution of the collocation lease and memorandum agreement with Dish Wireless LLC, will directly benefit city programs and services by generating a new, consistent revenue stream. The annual rent of $7,500, with a 3% annual increase over the initial five-year term and a potential twenty additional years through extensions, will provide dedicated funds that can be allocated to various city initiatives. This revenue can be utilized to support infrastructure improvements, enhance public safety communications, fund community programs, or offset other municipal expenses. Furthermore, improved cellular coverage throughout the city, resulting from Dish Wireless' network expansion, will indirectly benefit city services by enhancing communication capabilities for residents, businesses, and emergency responders.

Account Line Item and Description:

001-0000-362.91-00, Rents and Royalties / Tower Leases

Fiscal Impact:

The annual rent of $7,500.00, with a 3% annual increase over the initial five-year term and potential twenty additional years through extensions.

Attachments:
R25-086 Agenda_Item_2854-2025_Resolution_for_Dish_Wireless_Collocation_Agmt_and_MOA.docx
Exhibit A to Resolution - Dish Lease agreement.pdf
Exhibit B to Resolution - Dish Memoradum of Agreement.pdf

RESOLUTION NO. R25-086

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A COLLOCATION AGREEMENT BETWEEN THE CITY AND DISH WIRELESS LLC AND A MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND DISH WIRELESS, LLC TO ALLOW FOR GROUND EQUIPMENT AND CO-LOCATION ON THE EXISTING TELECOMMUNICATIONS TOWER AT 1901 N. SEACREST BOULEVARD WITH A LEASE AREA OF 35 SQUARE FEET; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Collocation Agreement and the Memorandum of Agreement with Dish Wireless, LLC will authorize the co-location of network equipment on the existing telecommunications tower located at 1901 N. Seacrest Blvd. Dish Wireless intends to install antenna equipment and associated ground equipment within a designated area at the tower's base; and

WHEREAS, this agreement will allow Dish Wireless to enhance its network coverage within the City while also providing a new revenue stream for the City through lease payments; and

WHEREAS, the agreement provides that the tenant's ground lease portion is 35 square feet, with equipment space on the vertical tower; the initial term of the lease is for (5) five years with (4) four (5) year extensions, and the annual rent is $ 7,500.00, with a 3% increase each year; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Collocation Agreement between the City and Dish Wireless LLC and a Memorandum of Agreement between the City and Dish Wireless, LLC to allow for ground equipment and co-location on the existing telecommunications tower at 1901 N. Seacrest Boulevard with a lease area of 35 square feet.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby

approve a Collocation Agreement between the City and Dish Wireless, LLC in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Memorandum of Agreement between the City and Dish Wireless, LLC in form and substance similar to that attached as Exhibit B.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Collocation Agreement and the Memorandum of Agreement. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 5. The City Clerk shall retain the fully executed Collocation Agreement as a public record of the City. A copy of the fully executed Collocation Agreement shall be provided to Gail Mootz to forward to Dish Wireless, LLC.

SECTION 6. The fully executed Memorandum of Agreement shall be provided to Gail Mootz to forward to Dish Wireless, LLC to record in the Public Records of Palm Beach County, Florida, not more than sixty (60) days after the date of full execution of the Collocation Agreement, as required by section 18 of the Collocation Agreement. Gail Mootz shall obtain a copy of the recorded Memorandum of Agreement.

SECTION 7. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

COLLOCATION AGREEMENT
BETWEEN
THE CITY OF BOYNTON BEACH, FLORIDA
AND
DISH WIRELESS, L.L.C.
FOR USE OF PROPERTY TO INSTALL PERSONAL WIRELESS SERVICES FACILITIES

THIS COLLOCATION AGREEMENT (the "Agreement"), made and entered into this _____ day of _____2024 (the "Effective Date"), hereof by and between:

CITY OF BOYNTON BEACH
A Florida municipal corporation
100 East Ocean Avenue
Boynton Beach, FL 33435
(Hereinafter referred to as "CITY")

AND

DISH WIRELESS L.L.C.
A Colorado limited liability company
5709 S. Santa Fe Drive
Littleton, CO 80120
(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of certain real property containing a wireless communications tower ("Tower") located at **1901 N Seacrest Blvd and commonly known as Hester Park, (Site # 1901)** in the City of Boynton Beach, Palm Beach County, Florida (hereinafter referred to as the "Land" and more particularly described in Exhibit "A" attached hereto); and

WHEREAS, TENANT desires to collocate its equipment both on the Tower and on a portion of the Land authorized in Section 1.01 below (hereinafter collectively referred to as the "Property" and more particularly depicted in Exhibit "B", attached hereto) to construct, maintain, and operate a communications facility; and

WHEREAS, on **June 5, 2001**, the CITY entered into a PCS Site Agreement with Sprint Spectrum L.P., (hereinafter the "Tower Owner"), as amended by an Agreement Regarding Ground Lease dated **June 29, 2006**, and Second Amendment to PCS Agreement dated **October 9, 2014** (collectively the "Lease Agreement") relating to Tower Owner's use of said Property (and which provides for collocators); and

WHEREAS, the Lease Agreement requires the consent of CITY to any such collocation on the Tower and CITY desires to grant such consent, subject to the provisions herein; and

WHEREAS, the City Commission concurs with the recommendation of staff and deems it in the best interest of the City of Boynton Beach to consent to the collocation on the Tower and the use of a portion of said real property to TENANT; and

WHEREAS, CITY and TENANT have negotiated an understanding to writing:

NOW THEREFORE, IN CONSIDERATION OF good and valuable consideration paid by TENANT to CITY, as well as the mutual covenants hereinafter exchanged, the parties agree as follows:

Section 1. PROPERTY TO BE LEASED

1.01 CITY shall permit TENANT to utilize a **5'x7'** portion of the Land (, together with the non-exclusive right for (A) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and (B) installation and maintenance of utility wires, cables, conduits and pipes, over, under, or along a right-of-way extending from the nearest public right-of-way, to the Property (such right of way for access and utilities is depicted in Exhibit "B" attached hereto), together with any further rights of way over and through the Land between the Property and the Tenant's space on the Tower for the installation, operation, and maintenance of utility wires, poles, cables, conduits, and pipes.

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

2.01 (A) TENANT shall use the Property for the purpose of constructing, maintaining, and operating a communications facility and uses incidental thereto, consisting of equipment cabinets and such telecommunications equipment as needed to meet TENANT's telecommunications needs and all necessary connecting appurtenances for the purposes of collocation on the Tower structure constructed and operated by Tower Owner. TENANT's current needs are shown on the site plan attached hereto as Exhibit "B." TENANT shall have the right to make modifications to replace, repair, or otherwise upgrade its telecommunications equipment installed within the Property with prior written approval, from the CITY, which shall not be unreasonably withheld, conditioned, or delayed.

(B) TENANT acknowledges the Lease Agreement between CITY and Tower Owner for the construction of a Tower on the Land. TENANT shall enter into the appropriate agreement with Tower Owner for collocation space on the Tower (the "Tower Space"), as a condition of this Lease Agreement.

2.02 TENANT shall be responsible for all soil borings and similar tests, which may be required as a condition of construction, and for all expenses related to its improvements, which may thereafter be constructed upon Property. CITY grants TENANT the right to access adjoining and adjacent property owned by CITY as is reasonably required during construction and installation of TENANT's improvements, provided, however, that TENANT shall be responsible for restoring said area to its original condition upon completion of the improvements.

2.03 TENANT shall maintain the Property in a safe and workmanlike condition and meet all applicable requirements imposed by ordinances of the CITY, including, but not limited to, maintenance of the interior compound area of the Property with regular landscaping necessary to remove weeds, growth, and debris/trash.

2.04 TENANT shall supply at the time of execution of this Agreement all specific transmit and receive frequencies assigned by the Federal Communications Commission ("FCC") to TENANT for use on the Property and the Tower, which frequencies are disclosed on Exhibit "D" hereto. Notwithstanding the designation of frequencies per this paragraph, TENANT shall have the right to change and/or add to the frequencies it transmits and receives from the Property and the Tower provided (i) TENANT provides CITY with at least thirty (30) days prior written notice, (ii) the use of such frequencies does not result in violation of the interference provisions of Section 2.05 of this Agreement and (iii) TENANT is licensed by the FCC to use such frequencies.

2.05 TENANT shall not use the Property in any way that interferes with the use of the Property by CITY; provided however, that CITY hereby acknowledges that TENANT's permitted use of the Property under this Agreement shall not constitute an impermissible interference by TENANT. TENANT shall resolve any technical interference problems arising from its installation of telecommunications equipment with: (i) third party's equipment located at the Property or on the Tower and operating on the commencement of this Agreement, and (ii) any equipment of the CITY presently located at the Property or that becomes attached to the Tower at any future date. TENANT and CITY acknowledge that there may be collocation of equipment from other telecommunication providers on the Tower and on property adjacent to the Property. In entering into any agreement with a collocator, CITY, in conjunction with TENANT will ensure site compatibility with the installation of equipment to ensure that the collocation will not result in technical interference problems. TENANT shall operate the TENANT's facilities in a manner that will not cause interference to CITY and other collocators on the Tower and adjacent to the Property, provided that their installations predate that of the TENANT's facilities. In the event interference occurs, TENANT agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event TENANT fails to comply with this paragraph, CITY may terminate this Agreement, and/or pursue any other remedies available under this Agreement, at law, and/or at equity. All operations by TENANT shall be in compliance with all Federal Communications Commission ("FCC") federal, state and local requirements. Subsequent to the installation of the TENANT's facilities, CITY shall not permit itself, its lessees, or licensees to install new equipment on the Property or Property contiguous thereto owned or controlled by CITY, if such equipment is likely to cause interference with TENANT's operations. Such interference shall be deemed a material breach by CITY. In the event interference occurs, CITY agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event CITY fails to comply with this paragraph, TENANT may terminate this Agreement, and/or pursue any other remedies available under this Agreement, at law, and/or at equity.

2.06 TENANT shall furnish electric service for the operation of TENANT's telecommunications equipment on the Property. TENANT shall be solely liable for all electricity expenses relating to its installation and operation of its equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter. If TENANT should install any emergency generators on the Property, the installation shall comply with Palm Beach County's Wellfield Protection Ordinance, and any other applicable laws or regulations.

2.07 TENANT shall submit all required applications and required fees for permits to the applicable CITY and/or County departments for review and approval.

2.08 TENANT shall be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed directly against its improvements on the Property. TENANT shall reimburse CITY, as additional rent, for TENANT's proportionate share of any increase in real estate taxes levied against the Land in excess of the taxes due for the previous years' real estate taxes on the Land, provided CITY demonstrates that such increase arises directly from TENANT's improvements and/or TENANT's use of the Property. TENANT shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any real estate tax assessment or billing for which TENANT is wholly or partly responsible for payment under this Agreement. CITY shall reasonably cooperate with TENANT in filing any appeal or challenge to real estate taxes.

2.09 Upon the expiration or earlier termination of this Agreement, TENANT shall, within ninety (90) days, remove any and all personal property and fixtures and restore the Property to its original condition, reasonable wear and tear and acts beyond TENANT's control excepted. At CITY's option, when this Agreement is terminated and upon CITY's advance written notice to TENANT, TENANT will leave agreed upon foundation and security fences installed at the Property. If the parties agree to leave TENANT's foundation and security fences, such will become property of CITY, and TENANT shall, upon request, execute any documents necessary to reflect such ownership. If such time for removal causes TENANT to remain on the Property after expiration or termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly prorated basis, if based upon a longer payment term, until such time as the removal of TENANT's personal property and fixtures is complete. Any and all TENANT personal property and fixtures that TENANT fails to remove from the Property may be handled, removed, or stored by CITY at the sole risk, cost, and expense of TENANT, and CITY shall in no event be responsible for the value, preservation, or safekeeping thereof. TENANT shall pay to CITY, upon demand, any and all expenses incurred in such removal and all storage charges against such personal property or fixtures. Any personal property or fixtures of TENANT not removed from the Property or retaken from storage by TENANT within thirty (30) days after the end of the Term or of termination of Tenant's right to possession of the Property, however terminated, shall be conclusively deemed to have been forever abandoned by TENANT and may either be retained by CITY as its property or may be disposed of in such manner as CITY may see fit in its sole discretion.

2.10 TENANT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within thirty (30) days following receipt of notice from the CITY of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits TENANT to perform on the Property shall be deemed to be for the use and benefit of CITY by reason of its consent to such work. CITY shall have the right to post notices that it is not responsible for payment for any such work in accordance with the provisions of sections §713.01(23) and §713.01(26), Florida Statutes.

2.11 TENANT acknowledges and agrees that the TENANT'S equipment installations shall be located alongside other existing wireless providers' equipment on the Property and TENANT shall cooperate with other tenants on the Property in coordination of TENANT's installation.

2.12 To the extent that the Property is not contained within the existing fenced equipment compound on the Land, TENANT shall place around the perimeter of its Property a security fence that meets the approval and requirements of the CITY, which shall be maintained by TENANT, at its sole expense.

2.13 Signage: TENANT shall permanently mark all ground equipment with Tenant's name, site number, emergency contact number, and any other pertinent information.

2.14 TENANT, as the owner and/or service operator/provider of a wireless communication facility shall register with the CITY no later than October 1 of each year in accordance with Chapter 3, Article V, Section 13, Part I, "Annual Registration," of the CITY's Land Development Regulations. TENANT shall comply with all other applicable regulations governing Wireless Communications Facilities, including, but not limited to Chapter 3, Article V, Section 13 of the CITY's Land Development Regulations.

Section 3. DUTIES AND RESPONSIBILITIES OF CITY

3.01 CITY shall cooperate with TENANT in its effort to obtain certificates, permits and other approvals that may be required by any federal, state, county, or city authorities.

3.02 CITY shall grant TENANT the right to survey the Property in order to meet requirements to submit the applications for permits.

3.03 CITY shall cooperate with TENANT in its effort to obtain utility services over, under, or along a right-of-way extending from the nearest public right-of-way, to the Property (such right of way is depicted in Exhibit "B" attached hereto), including signing such documents or easements as may be required by any public utility. If any public utility is unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way(s) either to the TENANT or to the public utility, as such may be reasonably required.

Section 4. ACKNOWLEDGEMENT

4.01 CITY and TENANT acknowledge that TENANT's ability to use the Property is contingent upon TENANT obtaining, after the execution of the Agreement, all the certificates, permits, and other approvals that are required by any federal, state, and/or local authorities. In the event that any certificate, permit, or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority, so that TENANT is unable to use the Property and Tower for their intended purpose, TENANT shall have the right to terminate this Agreement by providing six (6) months written notice prior to the effective termination date.

4.02 TENANT agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Land in violation of any law or regulation. CITY represents, warrants, and agrees (a) that neither CITY nor, to CITY's knowledge, any third party has used, generated, stored, disposed of, or permitted the use, generation, storage, or disposal of, any Hazardous Material (defined below) on, under, about, or within the Land in violation of any law or regulation, and (b) that CITY will not, and will not permit any third party to use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Land in violation of any law or regulation. TENANT agrees to defend, indemnify, and hold harmless the CITY, and its officials, partners, affiliates, agents, and employees against any and all losses, liabilities, claims, and/or costs (including reasonable attorney's fees and costs through the conclusion of any litigation, including appeals) arising from any breach of any representation, warranty, or agreement contained in this paragraph or any inaccuracy of belief in the condition of the Land. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, local law or regulation. Notwithstanding the foregoing, if TENANT obtained regulatory approval to install and maintain a diesel-powered electrical generator on the Property, fuel storage for same must be in an approved double wall above-ground container either independent of the generator or contained within the generator. At all times during the term of this Agreement, TENANT must comply with all regulations for safe storage, reporting, and mitigation/remediation related to this limited exception for use of diesel upon the Property. TENANT shall be solely responsible for all costs CITY as property owner may incur to mitigate or remediate a release of diesel

resulting from TENANT's use of diesel under this limited exception. This paragraph shall survive the expiration or termination of the Agreement.

4.03 CITY covenants that CITY has good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. CITY further covenants that there are no other liens, judgments, or impediments of title on the Property.

4.04 TENANT covenants that the person or persons executing this Agreement on behalf of TENANT has the full right, power and authority to enter into and execute this Agreement on TENANT's behalf.

Section 5. TERM OF AGREEMENT

5.01 Term: The initial term of this Agreement shall be five (5) years commencing upon the first day of the month immediately following the latter date that both parties execute this Agreement (the "Commencement Date"), and terminating on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "Initial Term") unless otherwise terminated pursuant to the terms of this Agreement. TENANT shall have the right to extend the Term for four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. The Initial Term and any Renewal Terms are collectively referred to as the "Term."

5.02 Renewals: The Renewal Terms shall automatically occur unless TENANT gives written notice to the CITY of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.

5.03 If, at the end of the last Renewal Term, this Agreement has not been terminated by either party giving the other party written notice of its intention to terminate at least six (6) months prior to the end of the last Renewal Term, this Agreement shall remain in force and effect upon the same covenants, terms and conditions. This Agreement shall renew for annual terms thereafter on the same financial terms, including annual increases, unless terminated by either party by giving the other party written notice of its intention to terminate at least six (6) months prior to the end of such term. The rental fee payment for any additional term authorized pursuant to this paragraph shall be reasonably negotiated between the parties should such an additional term occur, and may be modified pursuant to an amendment duly executed by the parties.

Section 6. CONSIDERATION

6.01 Rent: CITY shall be paid an annual rental fee payment of Seven Thousand Five Hundred Dollars ($7,500.00) ("Rent"). Payment shall be made in a lump sum each year on the Anniversary Date (as defined in Section 6.02 below). The parties hereto acknowledge that the initial Rent payment shall be prorated to cover the period from the Commencement Date through the next Anniversary Date. Such initial Rent payment shall be made within sixty (60) days of the Commencement Date and sent to the address set forth in Section 6.02 below. The Rent shall increase annually on each Anniversary Date by an amount equal to three percent (3%) of the annual rent in effect for the previous twelve (12) months. TENANT shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

6.02 The Anniversary Date, for the purpose of this Agreement, is September 30th of each calendar year. Except for the initial Rent payment, all Rent payments shall be submitted to the CITY no later than thirty (30) calendar days after the Anniversary Date. Said payment shall be submitted to City of Boynton Beach, 100 East Ocean Avenue, Boynton Beach, Florida 33435, Attn: Real Estate Manager, celltoweradmin@bbfl.us. Pursuant to the requirements of Section 2-9 of the Code of Ordinances of the City of Boynton Beach, CITY shall impose a one percent (1%) penalty per month (twelve percent [12%] per year) on past due payments. The penalty shall be imposed on the thirtieth (30th) day after the payment becomes due.

6.03 TENANT shall pay all applicable sales taxes (except to the extent that TENANT is or may become exempt from the payment of sales tax in the jurisdiction in which the Land is located), real estate taxes directly assessed against TENANT's property, utility charges, cost of maintenance, and all other charges and expenses associated with the TENANT's use of the Property and the Tower.

6.04 Rental Documentation: CITY hereby agrees to provide to TENANT certain documentation (the "Rental Documentation") evidencing CITY's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to TENANT in TENANT's reasonable discretion, evidencing CITY's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, and such complete and fully executed state and local withholding forms as are reasonably requested by TENANT, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from TENANT, CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to TENANT. The Rental Documentation shall be provided to TENANT in accordance with the provisions of and at the address given in Section 16 below. The Parties agree and acknowledge that TENANT shall be responsible for the monthly rental payments due under this Agreement commencing on the Commencement Date and for each month thereafter throughout the term of this Agreement (except as otherwise provided herein), but that TENANT will be unable to process any rental payments until the Rental Documentation has been supplied to TENANT as provided herein. Within fifteen (15) days after obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s), or other successor(s) in interest of CITY shall provide to TENANT Rental Documentation in the manner set forth in this paragraph.

Section 7. TERMINATION

7.01 Prior to the end of the Initial Term, or any Renewal Terms of this Agreement, TENANT may terminate this Agreement by providing written notice to the CITY, pursuant to Section 16, at least six (6) months prior to the end of the current term.

7.02 Should TENANT default under any of the terms of this Agreement, CITY may terminate this Agreement for any cause by providing forty-five (45) calendar days written notice to TENANT; however, TENANT shall be given the opportunity to correct any default within forty-five (45) calendar days after receipt of written notice of such default from CITY. This Agreement shall not be terminated if such default is of a nature that it cannot be cured in forty-five (45) calendar days and TENANT is diligently proceeding to cure such defect.

7.03 As set forth in Section 5.03, either party may terminate this Agreement at the end of the last Renewal Term provided said party gives the other party written notice at least six (6) months prior to the end of the last Renewal Term.

7.04 In the event of termination of this Agreement by TENANT, all rental fees paid prior to said termination date shall be retained by the CITY.

7.05 Upon termination, TENANT shall offer CITY first option to purchase certain remaining improvements designated at TENANT'S discretion, for the agreed upon sum of One Hundred and XX/100 Dollars ($100.00). The parties acknowledge that TENANT's equipment is not intended to remain upon termination. CITY shall have sixty (60) calendar days from the effective date of termination in which to exercise this option. Notwithstanding the foregoing, under no circumstances does CITY have the right to purchase any of TENANT's equipment.

7.06 TENANT shall have a reasonable time, not to exceed fifteen (15) days after receipt of notice from the CITY, to correct any safety hazard in violation of federal, state, county, local law, or ordinance that exists on the Property after receipt of notice from any appropriate CITY official or designee. Failure to comply with this provision may result in the termination of this Agreement; however, the CITY may extend the time period to remedy the violation if the TENANT is making good faith efforts, to the CITY's reasonable satisfaction, to correct said hazard.

7.07 In the event TENANT determines that the Property and the Tower are no longer technically compatible for its intended use, TENANT shall have the right to terminate this Agreement by providing at least six (6) months' written notice to the CITY together with a termination fee in a sum equal to two (2) years' Rent then payable pursuant to this Agreement.

7.08 In the event that the collocation agreement between TENANT and Tower Owner expires or is otherwise earlier terminated, TENANT shall have the right to terminate this Agreement by providing at least ninety (90) days' notice to the CITY with evidence of such termination by Tower Owner together with a termination fee in a sum equal to two (2) years' Rent then payable pursuant to the Agreement.

Section 8. INDEMNIFICATION

8.01 TENANT agrees to indemnify, save and hold harmless from and defend CITY and its Commission members, officers, agents, and employees from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with or because of the use and occupancy of the Property by TENANT or its officers, agents, employees, or independent contractors under this Agreement or the breach of this Agreement, by TENANT. Pursuant to the foregoing, TENANT shall pay all claims, losses, liens, settlements, and judgments in connection therewith, including, but not limited to, reasonable attorney fees, paralegal fees, and costs, through the conclusion of all litigation, including any appeals, to defend all suits. Such indemnification shall not be limited to the amount of comprehensive general insurance, which TENANT is required to obtain under this Agreement. Notwithstanding the foregoing, the foregoing indemnification obligations shall not apply in the event such claim, damage, liability, loss, or other cause of action is due to the negligence or willful misconduct of the CITY and its Commission members, officers, agents, and employees. This section shall survive for five (5) years after the expiration or termination of this Agreement.

Section 9. INSURANCE

9.01 TENANT shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of $1,000,000.00 per accident. TENANT agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used by TENANT and/or TENANT's company in the performance of any obligations under this Agreement, with the following minimum limits of liability: $1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage.

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability: $1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage.

9.02 Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Standard Contractual Liability applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in section 8 above.
(f) Owner's or Contractor's Protective Liability.

9.03 UPON EXECUTION OF THIS AGREEMENT BY TENANT, TENANT SHALL BE REQUIRED TO SUBMIT TO THE CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF BOYNTON BEACH IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED AUTOMOBILE AND GENERAL LIABLITY and WORKERS COMPENSATION COVERAGES AND CONTRACTOR OPERATIONS UNDER THE AGREEMENT. TENANT SHALL PROVIDE AFOREMENTIONED COPIES VIA EMAIL TO CITY TO THE EMAIL ADDRESSES IN THE NOTICES SECTION BELOW.

9.04 Insurance companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, until at least thirty (30) calendar days written notice has been given to the CITY.

9.05 These insurance requirements shall not relieve or limit the liability of TENANT. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect TENANT's interests or liabilities but are merely minimum requirements established by the City's Risk Manager. The CITY reserves its right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

9.06 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

9.07 TENANT shall require each of its subcontractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and TENANT shall be required to provide verification thereof to the CITY upon request of the CITY.

9.08 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

9.09 TENANT shall be required to ensure that any company issuing insurance to cover the requirements contained in this Agreement shall be compensated by TENANT, and TENANT agrees that TENANT shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

9.10 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. Instead, the CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event to TENANT.

9.11 TENANT shall not be allowed to commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved by CITY.

9.12 Violation of any of the insurance terms of this Section 9 and its sub-parts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may terminate the Agreement pursuant to Section 7 of this Agreement.

Section 10. ASSIGNMENT

10.01 This Agreement may be sold, assigned, or transferred by TENANT without any approval or consent of CITY to TENANT's principal(s), affiliates, or any subsidiary of TENANT, its principal(s) or affiliates, or to any FCC licensed wireless provider entity, which acquires all or substantially all of TENANT'S assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of CITY, which such consent will not be unreasonably withheld, delayed, or conditioned. Notwithstanding any such assignment, or transfer by TENANT, TENANT agrees that it shall

remain liable for all monetary and non-monetary obligations under this Agreement. Except as provided herein, TENANT shall not assign, transfer, or sublet any of its rights or obligations under this Agreement to any third parties without the express written consent of CITY.

10.02 The CITY may assign some or all of its responsibilities under this Agreement to a tower management company, including the right to administer this Agreement, collect rent, ensure compliance with applicable federal, state, and local laws, and other administrative details, without consent of TENANT.

Section 11. COMPLIANCE WITH LAWS

11.01 TENANT shall be required to comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Palm Beach County, City of Boynton Beach, and of any other public authority, which may be applicable to this Agreement. The execution of this Agreement shall not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which TENANT is a party; TENANT has no financial interest in marketing the CITY's debt, or financial interest with investment banks, banks, or underwriters associated with the CITY's proposed debt issues. TENANT is not insolvent, not in bankruptcy proceedings or receivership, nor engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on TENANT's ability to perform the obligations herein.

Section 12. GOVERNING LAW: VENUE

12.01 The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida or applicable Federal Law.

12.02 Any claim, objection or dispute arising out of the terms of any agreement shall be litigated exclusively in the state and federal courts in and for Palm Beach County, Florida.

Section 13. INSOLVENCY

13.01 In the event that either party shall be adjudicated insolvent, suffer, or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation and such proceeding is not discharged or vacated within one hundred twenty (120) calendar days after the filing thereof, then, at the option of the other party or immediately upon written notice, this Agreement shall terminate and be of no further force and affect.

Section 14. ENTIRE AGREEMENT

14.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the

future of any covenant, term, condition, or election, but the same shall continue and remain in full force and effect.

Section 15. SEVERABILITY AND CONFLICT

15.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

15.02 In the event of conflict between this Agreement and the terms and conditions set forth in any request for proposal issued, the terms of this Agreement shall control.

Section 16. NOTICES

16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, or overnight courier to the persons/addresses as shown below. Each such notice shall be deemed delivered on the date delivered by overnight courier; or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

As to CITY:

City Manager
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

With copy to:
Real Estate Manager
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435
celltoweradmin@BBFL.US

City's Tower Manager:
CityScape Consultants, Inc.
2423 S Orange Ave, #317
Orlando, FL 32806
Leasing@CityScapeGov.com

AS TO TENANT:
DISH WIRELESS L.L.C.
Attn: Lease Administration/
MIMIA00289A
5701 South Santa Fe Drive
Littleton, Colorado 80120

Section 17. OTHER PROVISIONS

17.01 Should the CITY, at any time during the term of this Agreement, decide to sell all or part of the Land to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder, and any sale by the CITY of the portion of the Land underlying the right-of-way herein granted shall be under and subject to the right of the TENANT in and to such right-of-way.

17.02 Attorney's Fees. In the event that either party should take legal action against the other by reason of the other's failure to abide by this Agreement, the party who is found to be in violation of this Agreement shall pay to the other party who prevails in said action, the

prevailing party's reasonable expenses incurred in the enforcement of this Agreement, said expenses to include, but not be limited to, reasonable attorney's fees and court costs.

17.03 CITY agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of TENANT shall remain the personal property of TENANT, and TENANT shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable law. CITY waives any lien rights it may have concerning TENANT's property.

17.04 If circumstances occur or threaten to occur from which CITY may reasonably conclude that damage is likely to occur to the property of TENANT, or of the property of any other person, or that substantial threat to life exist, before agents of TENANT can be advised and respond, CITY without notice to TENANT, may repair, maintain, de-energize, disconnect, or dismantle any or all equipment and/or lines of TENANT and take any other action which, in CITY's discretion, may appear necessary, with respect to the property of TENANT, without any liability on the part of CITY for any damage that such action may cause. If CITY takes any actions authorized by this Section 17.04, it will telephonically notify TENANT by calling **303-723-2222** as soon as practicable under the circumstances.

17.05 CITY and TENANT acknowledge that TENANT shall enter into an Agreement with Tower Owner to collocate on the Tower and utilize the Property for Tenant's intended use hereunder. TENANT shall diligently negotiate with Tower Owner to affect a reasonable collocation agreement for the leasing of space on the permanent tower located on the Property. Should TENANT not be able to negotiate a Collocation Agreement with Tower Owner within ninety (90) calendar days after the approval of this Agreement by the CITY, this Agreement shall terminate immediately. The CITY Purchasing Manager, however, may authorize a reasonable extension for TENANT's negotiations with Tower Owner upon a written request for extension.

17.06 Prohibited Telecommunications Equipment. TENANT represents and certifies that TENANT and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. TENANT represents and certifies that TENANT and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

17.07 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by CITY nor shall anything included herein be construed as consent by CITY to be sued by third parties in any matter arising out of this Agreement.

17.08 Regulatory Capacity. Notwithstanding the fact that CITY is a municipal corporation with certain regulatory authority, CITY's performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If CITY exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to CITY's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to CITY as a party to this Agreement.

zca

Section 18. RECORDATION

18.01 CITY and TENANT agree that a Memorandum of Agreement in the form attached hereto as Exhibit "C" shall be recorded in the Public Records of Palm Beach County, Florida, by TENANT not more than sixty (60) days after the date of full execution of this Agreement. The cost for recordation shall be paid by the TENANT.

Section 19. DESTRUCTION OR CONDEMNATION

19.01 If the Property or the portion of the Land that contains the Tower compound or TENANT's equipment is damaged, destroyed, condemned or transferred in lieu of condemnation, and as a result of such damage, destruction, condemnation or transfer, TENANT reasonably believes that its operations will be interfered with for more than forty-five (45) days, TENANT may elect to terminate this Agreement as of the date of the damage, destruction, condemnation, or transfer in lieu of condemnation by giving notice to CITY no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If TENANT chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property and Tower.

Section 20. ACCESS TO TOWER

20.01 CITY agrees that TENANT shall have free access across the Property to the Tower at all times for the purpose of installing and maintaining TENANT's equipment. CITY shall furnish TENANT with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of TENANT or CITY, or persons under their direct supervision will be permitted to enter said premises.

Section 21. WARRANTY OF QUIET ENJOYMENT

21.01 CITY warrants that CITY has the full right to make and perform this Agreement; and CITY covenants and agrees with TENANT that upon TENANT paying the Rent and observing and performing all the terms, covenants and conditions on TENANT's part to be observed and performed, TENANT shall peacefully and quietly enjoy the Property.

Section 22. SUCCESSORS

22.01 This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

Section 23. SURVIVAL

23.01 The provisions of the Agreement relating to indemnification from TENANT to CITY shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

Section 24. CONFLICT OF INTEREST

24.01 TENANT acknowledges and agrees that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the CITY, and further covenants that, during the term of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of TENANT or its employees, must be disclosed in writing to the CITY. TENANT is familiar with the conflict of interest laws of the Municipal Code of the City of Boynton Beach, Palm Beach County, and the State of Florida, including, but not limited to, Chapter 112, Florida Statutes, as amended from time to time, and agrees to remain in compliance in all respects with the terms of said laws. TENANT further warrants that it has not employed or retained any person employed by the CITY to solicit or secure any contract with the CITY and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by the CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this Agreement.

Section 25. ENVIRONMENTAL

25.01 TENANT represents and warrants to CITY that TENANT's use and activities on the Property shall be conducted in compliance with all applicable environmental ordinances, rules, regulations, statutes, orders, and laws of all local, state, or federal agencies or bodies with jurisdiction over the Property or the activities conducted on the Property (hereinafter collectively referred to as the "Environmental Laws"). In the event any of TENANT's activities require the use of "hazardous" or "toxic" substances, as such terms are defined by any of the Environmental Laws, then TENANT represents and warrants to CITY that Tenant has received all permits and approvals required under the Environmental Laws with respect to such toxic or hazardous substances. TENANT covenants and agrees to maintain the Property in a "clean" condition during the term of this Agreement, as extended or renewed. As used in this paragraph, the term "clean" shall mean that the Property is in complete compliance with the standards set forth under the Environmental Laws and any standards set forth in this Agreement.

25.02 In the event TENANT breaches any of its representations, warranties, covenants, or agreements contained in this paragraph or fails to notify CITY of the release of any hazardous or toxic substances from the Property, then such breach or failure to notify shall be deemed a default under this Agreement and CITY shall have all rights and remedies available to it, including, but not limited to, the right to terminate this Agreement and/or initiate a clean-up of the Property, in which case CITY shall be reimbursed by TENANT for, and indemnified by TENANT from, any and all costs, expenses, losses, and liabilities incurred in connection with such clean-up of the Property (including all reasonable attorneys' and paralegals' fees and costs incurred at trial and all appellate levels) by TENANT. In the alternative, CITY may require TENANT to clean-up the Property and to fully indemnify, defend, and hold CITY harmless from any and all losses, liabilities, expenses (including but not limited to reasonable attorneys' and paralegals' fees and costs at trial and all appellate levels), and costs incurred by CITY in connection with TENANT's clean-up action. Notwithstanding anything herein, TENANT agrees to pay, and shall indemnify and defend CITY from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys' and paralegals' fees and costs at trial and all appellate levels) incurred by CITY as a result of any breach by TENANT of this paragraph, and/or as a result of any contamination of the Property due to TENANT's use of hazardous or toxic substances on the Property.

25.03 Diesel Generators/Soil Testing. If TENANT has installed a backup generator which uses diesel fuel on the Property, at least annually, on the anniversary of this Agreement, TENANT shall engage a third party testing firm to sample the ground within TENANT's Property for the presence of any Hazardous Substance and provide a report regarding same. Hazardous Substance" shall mean materials, wastes, or substances that are (A) included within the definition of any one or more of the terms "hazardous substances," "hazardous materials," "toxic substances," "toxic pollutants," and "hazardous waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 180 1, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.) and the regulations promulgated pursuant to such laws, (B) regulated or classified as hazardous or toxic, under federal, state, or local environmental laws or regulations, (C) petroleum, (D) asbestos or asbestos containing materials, (E) polychlorinated biphenyls, (F) flammable explosives or (G) radioactive materials. TENANT shall furnish a copy of such report to CITY within ten (10) days of receipt of same.

Section 26. CAPTIONS, CONSTRUCTION

26.01 The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement. The terms and conditions used herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders. The parties agree that each party has been represented by counsel or had sufficient time to consult counsel before the execution of this Agreement contract. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.

CITY

ATTEST

CITY OF BOYNTON BEACH

City Clerk

Print Name:
Title: Mayor
Date: _____

Approved as to form:

City Attorney

TENANT

DISH WIRELESS L.L.C.

By: _____
Print Name: Richard Leitao
Title: Vice President, National Developmen
Date: DISH Wireless 6/25/2024

Witness
Print: Denise Fuller

Witness
Print: _____

Rev. 3.7.24

EXHIBIT A

LEGAL DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

TOWER PARCEL:

THAT PART OF TRACT "A", ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°48'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 FOR 505.37 FEET TO AN FOUND NAIL LOCATED AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 1ST STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE CONTINUE NORTH 87°48'30" WEST ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE OF NORTHWEST 19TH AVENUE FOR 250.18 FEET TO A FOUND NAIL LOCATED AT THE INTERSECTION OF SAID CENTERLINE OF NORTHWEST 19TH AVENUE WITH THE CENTERLINE OF NORTHWEST 2ND COURT (50 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 72°02'30" WEST FOR 481.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°23'38" WEST FOR 29.93 FEET; THENCE NORTH 70°39'21" WEST FOR 60.34 FEET; THENCE NORTH 19°58'50" EAST FOR 30.17 FEET; THENCE SOUTH 70°26'05" EAST FOR 60.04 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,809 SQUARE FEET (0.04 ACRES), MORE OR LESS.

EXHIBIT B

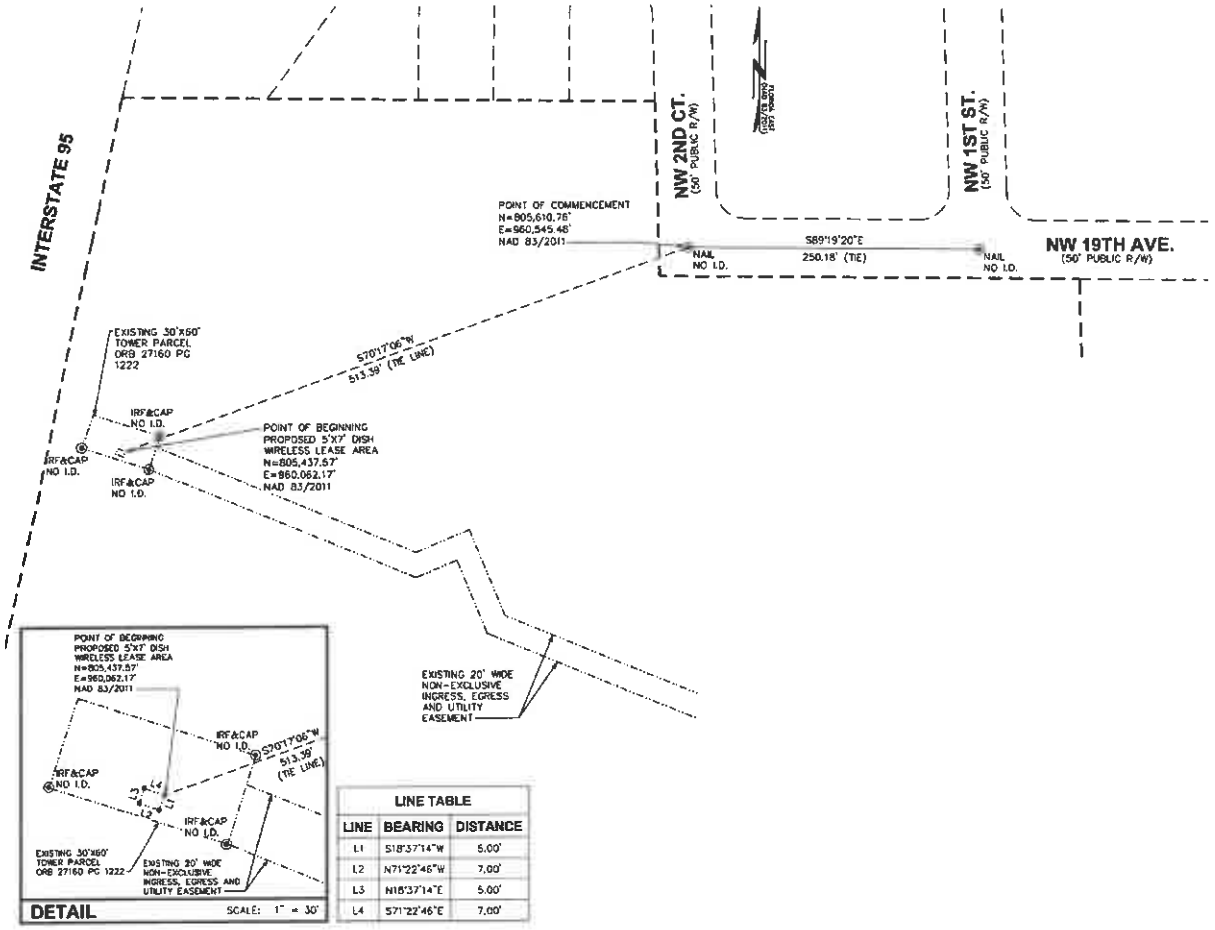
LEGAL DESCRIPTION/DEPICTION OF TENANT LEASED PROPERTY:

LEGAL DESCRIPTION OF PROPOSED 5' X 7' DISH WIRELESS LEASE AREA

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN SECTION 16, TOWNSHIP 48 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 883 AT PAGE 148 OF THE PALM BEACH COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING NAIL FOUND IN THE INTERSECTION OF NORTHWEST 19TH AVENUE AND NORTHWEST 2ND COURT, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 805,610.76', AND EASTING = 960,545.48'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 70°17'06" WEST A DISTANCE OF 513.39 FEET TO A POINT ON THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 5' X 7' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 805,437.57', AND EASTING = 960,062.17'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 18°37'14" WEST A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 71°22'46" WEST A DISTANCE OF 7.00 FEET TO A POINT; THENCE NORTH 18°37'14" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 71°22'46" EAST A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINING 35 SQUARE FEET OR 0.0008 ACRES MORE OR LESS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°37'14"W	5.00'
L2	N71°22'46"W	7.00'
L3	N18°37'14"E	5.00'
L4	S71°22'46"E	7.00'

EXHIBIT B

LEGAL DESCRIPTION FOR INGRESS, EGRESS, AND UTILITY EASEMENT:

20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT:
THAT PART OF TRACT "A", ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°48'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 FOR 505.37 FEET TO AN FOUND NAIL LOCATED AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 1ST STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE CONTINUE NORTH 87°48'30" WEST ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE OF NORTHWEST 19TH AVENUE FOR 250.18 FEET TO A FOUND NAIL LOCATED AT THE INTERSECTION OF SAID CENTERLINE OF NORTHWEST 19TH AVENUE WITH THE CENTERLINE OF NORTHWEST 2ND COURT (50 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 72°02'30" WEST FOR 481.47 FEET TO THE NORTHEASTERLY CORNER OF AN 30 FOOT X 60 FOOT TOWER PARCEL; THENCE SOUTH 19°23'38" WEST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 19.90 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE SOUTH 66°10'27" EAST FOR 244.00 FEET; THENCE NORTH 68°57'54" EAST FOR 44.16 FEET; THENCE SOUTH 21°08'02" EAST FOR 74.13 FEET; THENCE SOUTH 66°10'27" EAST FOR 262.06 FEET; THENCE NORTH 84°24'38" EAST FOR 106.00 FEET; THENCE SOUTH 41°40'03" EAST FOR 51.93 FEET TO POINT "A"; THENCE NORTH 39°42'09" EAST FOR 24.08 FEET; THENCE NORTH 82°49'18" EAST FOR 287.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SEACREST BOULEVARD (80 FOOT WIDE RIGHT-OF-WAY) AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 39°42'09" WEST FOR 40.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 94°21'18", AND A CHORD OF 239.39 FEET THAT BEARS SOUTH 07°28'30" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 329.36 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 55°56'40", AND A CHORD OF 46.90 FEET THAT BEARS SOUTH 26°40'50" EAST, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 48.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°17'30" WEST FOR 71.48 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 31,475 SQUARE FEET (0.72 ACRES), MORE OR LESS.

EXHIBIT B

DEPICTION FOR INGRESS, EGRESS, AND UTILITY EASEMENT:

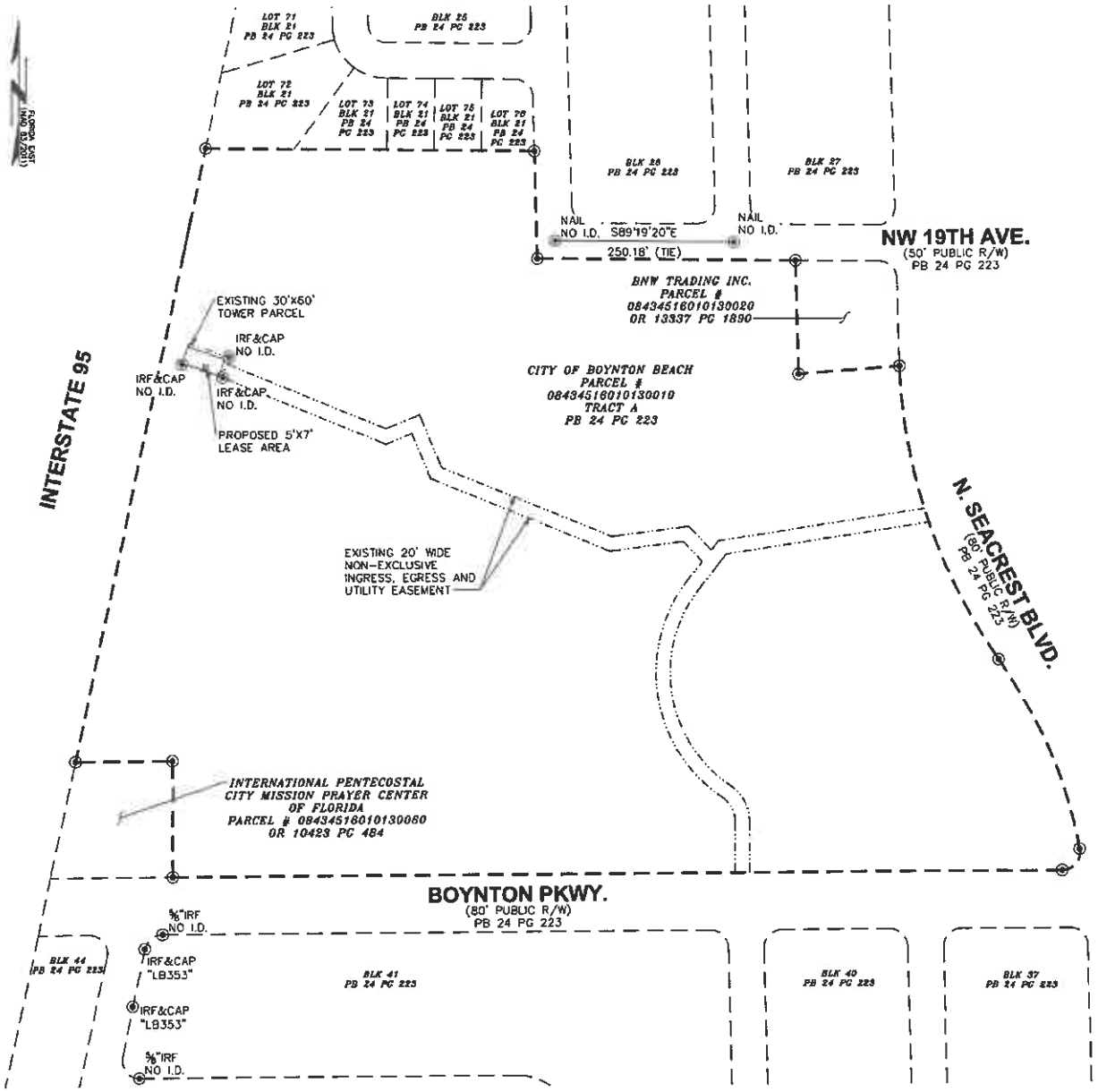
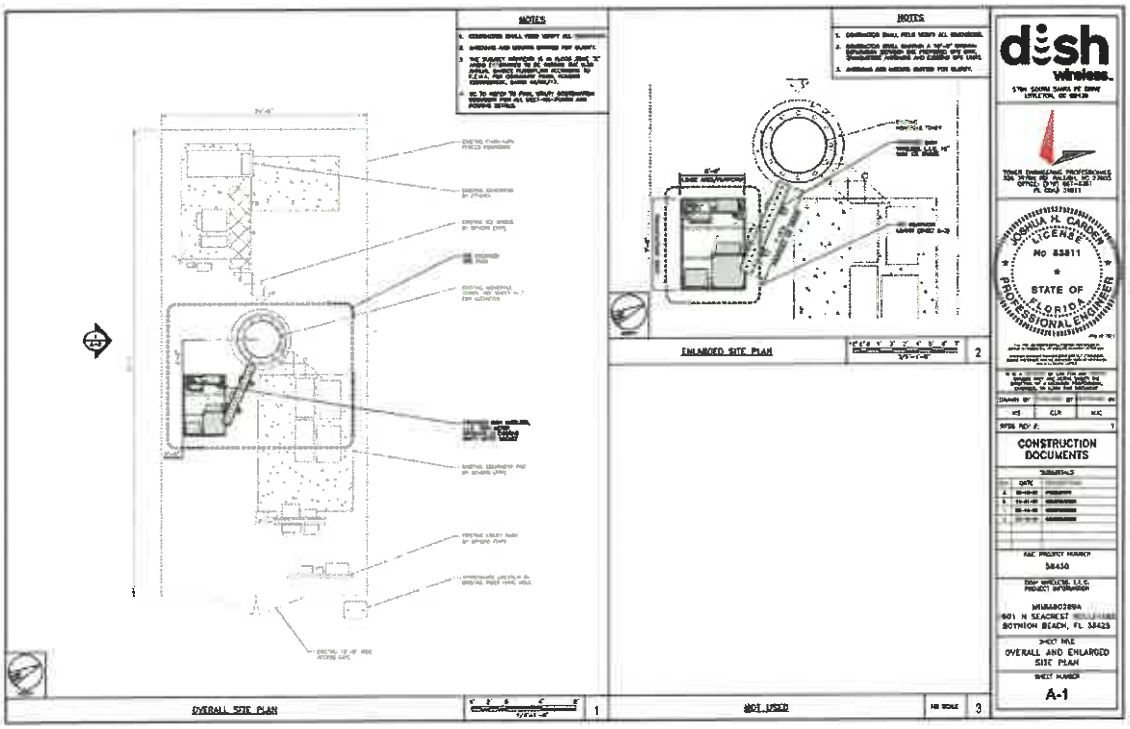


EXHIBIT B

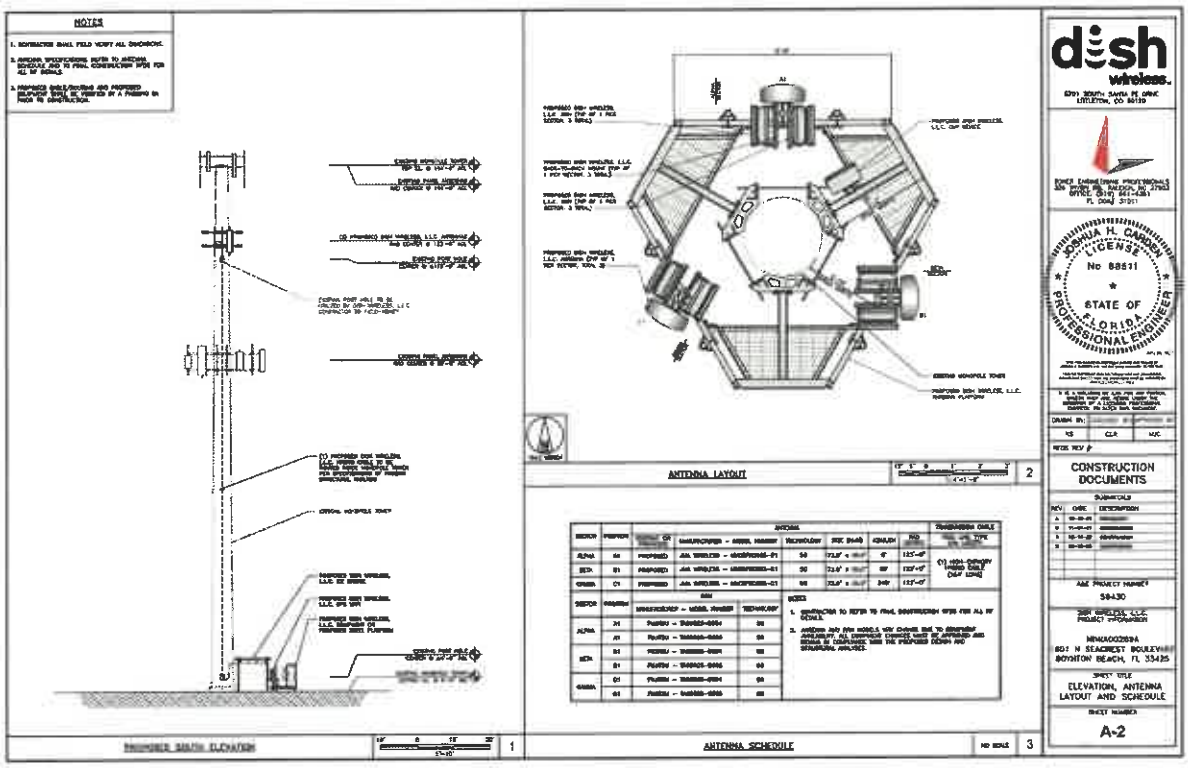
DISH WIRELESS CONSTRUCTION DRAWINGS DATED 05/18/2023





OWNER Site Ref.: Hester Park (3)
TENANT Site Ref: Dish Wireless Site MIMIA00289A

EXHIBIT B



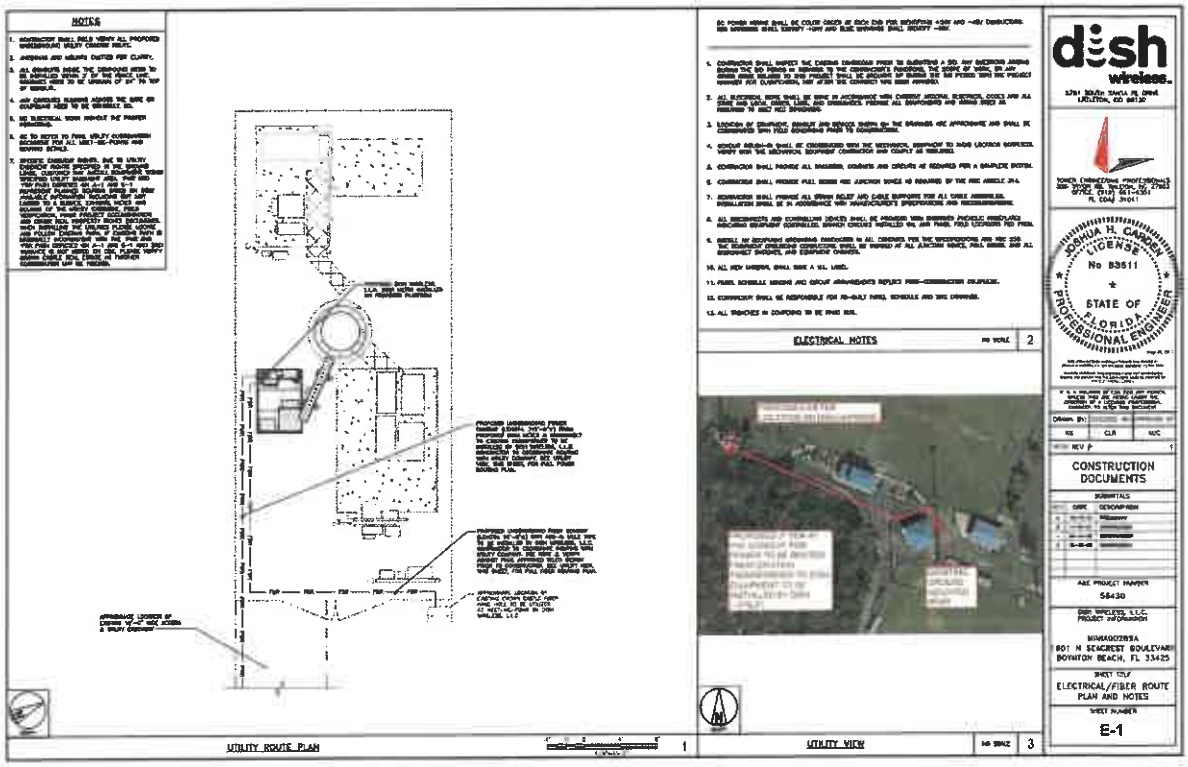


EXHIBIT C

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:
DISH WIRELESS L.L.C.
5709 S. Santa Fe Drive
Littleton, CO 80120

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on _____, 2024, by the City of Boynton Beach, a municipal corporation, with an address at 100 East Ocean Avenue, Boynton Beach, Florida 33435 (hereinafter referred to as "Owner" or "Landlord") and Dish Wireless L.L.C., a Colorado limited liability company, with its principal offices located at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (hereinafter referred to as "Tenant").

1. Owner and Tenant entered into a Collocation Agreement ("Agreement") dated as of _____, 2024, effective upon full execution of the parties ("Effective Date") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Tenant's tenancy under the Agreement is for five (5) years commencing on the Commencement Date as defined in the Agreement, and shall automatically renew for four (4) additional successive five (5) year terms.

3. The Land that is the subject of the Agreement is described in Exhibit "A1" attached hereto. The portion of the Land being leased to Tenant (the "Premises") is described in Exhibit "B1" attached hereto.

[Signatures appear on the following page.]

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

The City of Boynton Beach, a municipal corporation

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name: _____

Title: _____

Date: _____

CITY NOTARY:

STATE OF _____

COUNTY OF _____

On _____, 2024, before me, _____, Notary Public, personally appeared (by means of ___ physical presence or ____ online notarization) _____, Mayor, for the City of Boynton Beach, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____

TENANT:

DISH WIRELESS L.L.C.
a Colorado limited liability company

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name: _____

Title: _____

Date: _____

TENANT NOTARY:

STATE OF _____

COUNTY OF _____

On _____, 2024, before me, _____, Notary Public, personally appeared (by means of ___ physical presence or ____ online notarization) _____(Name), _____(Title), for Dish Wireless L.LC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____

MEMORANDUM OF AGREEMENT
EXHIBIT A1

LEGAL DESCRIPTION OF LAND:

TOWER PARCEL:

THAT PART OF TRACT "A", ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°48'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 FOR 505.37 FEET TO AN FOUND NAIL LOCATED AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 1ST STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE CONTINUE NORTH 87°48'30" WEST ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE OF NORTHWEST 19TH AVENUE FOR 250.18 FEET TO A FOUND NAIL LOCATED AT THE INTERSECTION OF SAID CENTERLINE OF NORTHWEST 19TH AVENUE WITH THE CENTERLINE OF NORTHWEST 2ND COURT (50 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 72°02'30" WEST FOR 481.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°23'38" WEST FOR 29.93 FEET; THENCE NORTH 70°39'21" WEST FOR 60.34 FEET; THENCE NORTH 19°58'50" EAST FOR 30.17 FEET; THENCE SOUTH 70°26'05" EAST FOR 60.04 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,809 SQUARE FEET (0.04 ACRES), MORE OR LESS.

MEMORANDUM OF AGREEMENT
EXHIBIT B1

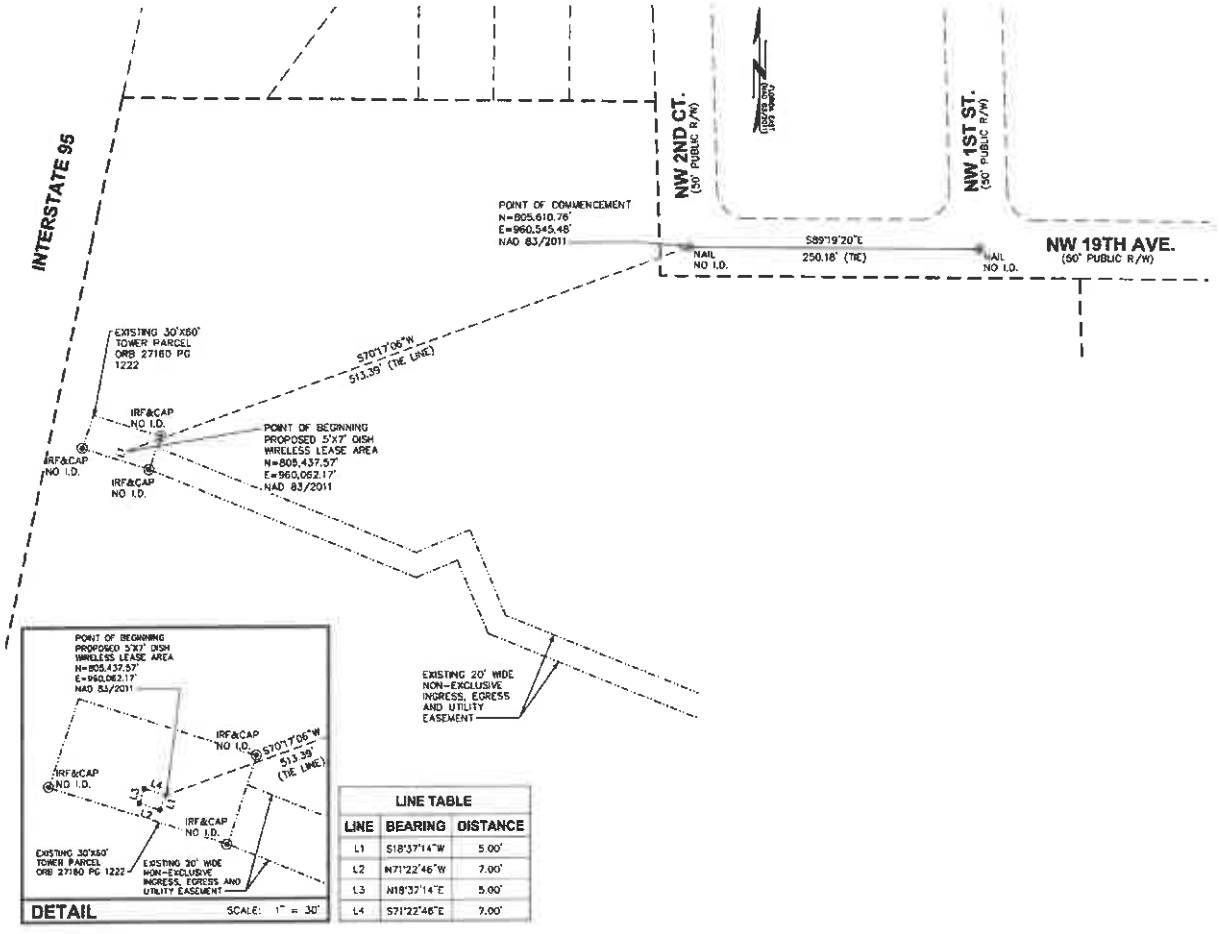
LEGAL DESCRIPTION/DEPICTION FOR TENANT LEASE SITE:

LEGAL DESCRIPTION OF PROPOSED 5' X 7' DISH WIRELESS LEASE AREA

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN SECTION 16, TOWNSHIP 48 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 883 AT PAGE 148 OF THE PALM BEACH COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING NAIL FOUND IN THE INTERSECTION OF NORTHWEST 19TH AVENUE AND NORTHWEST 2ND COURT, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 805,610.76', AND EASTING = 960,545.48'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 70°17'06" WEST A DISTANCE OF 513.39 FEET TO A POINT ON THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 5' X 7' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 805,437.57', AND EASTING = 960,062.17'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 18°37'14" WEST A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 71°22'46" WEST A DISTANCE OF 7.00 FEET TO A POINT; THENCE NORTH 18°37'14" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 71°22'46" EAST A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINING 35 SQUARE FEET OR 0.0008 ACRES MORE OR LESS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°37'14"W	5.00'
L2	N71°22'46"W	7.00'
L3	N18°37'14"E	5.00'
L4	S71°22'46"E	7.00'

LEGAL DESCRIPTION FOR INGRESS, EGRESS AND UTILITY EASEMENT:

20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT:
THAT PART OF TRACT "A", ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°48'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 FOR 505.37 FEET TO AN FOUND NAIL LOCATED AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 1ST STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE CONTINUE NORTH 87°48'30" WEST ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE OF NORTHWEST 19TH AVENUE FOR 250.18 FEET TO A FOUND NAIL LOCATED AT THE INTERSECTION OF SAID CENTERLINE OF NORTHWEST 19TH AVENUE WITH THE CENTERLINE OF NORTHWEST 2ND COURT (50 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 72°02'30" WEST FOR 481.47 FEET TO THE NORTHEASTERLY CORNER OF AN 30 FOOT X 60 FOOT TOWER PARCEL; THENCE SOUTH 19°23'38" WEST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 19.90 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE SOUTH 66°10'27" EAST FOR 244.00 FEET; THENCE NORTH 68°57'54" EAST FOR 44.16 FEET; THENCE SOUTH 21°08'02" EAST FOR 74.13 FEET; THENCE SOUTH 66°10'27" EAST FOR 262.06 FEET; THENCE NORTH 84°24'38" EAST FOR 106.00 FEET; THENCE SOUTH 41°40'03" EAST FOR 51.93 FEET TO POINT "A"; THENCE NORTH 39°42'09" EAST FOR 24.08 FEET; THENCE NORTH 82°49'18" EAST FOR 287.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SEACREST BOULEVARD (80 FOOT WIDE RIGHT-OF-WAY) AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 39°42'09" WEST FOR 40.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 94°21'18", AND A CHORD OF 239.39 FEET THAT BEARS SOUTH 07°28'30" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 329.36 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 55°56'40", AND A CHORD OF 46.90 FEET THAT BEARS SOUTH 26°40'50" EAST, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 48.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°17'30" WEST FOR 71.48 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 31,475 SQUARE FEET (0.72 ACRES), MORE OR LESS.

DEPICTION FOR INGRESS, EGRESS AND UTILITY EASEMENT:

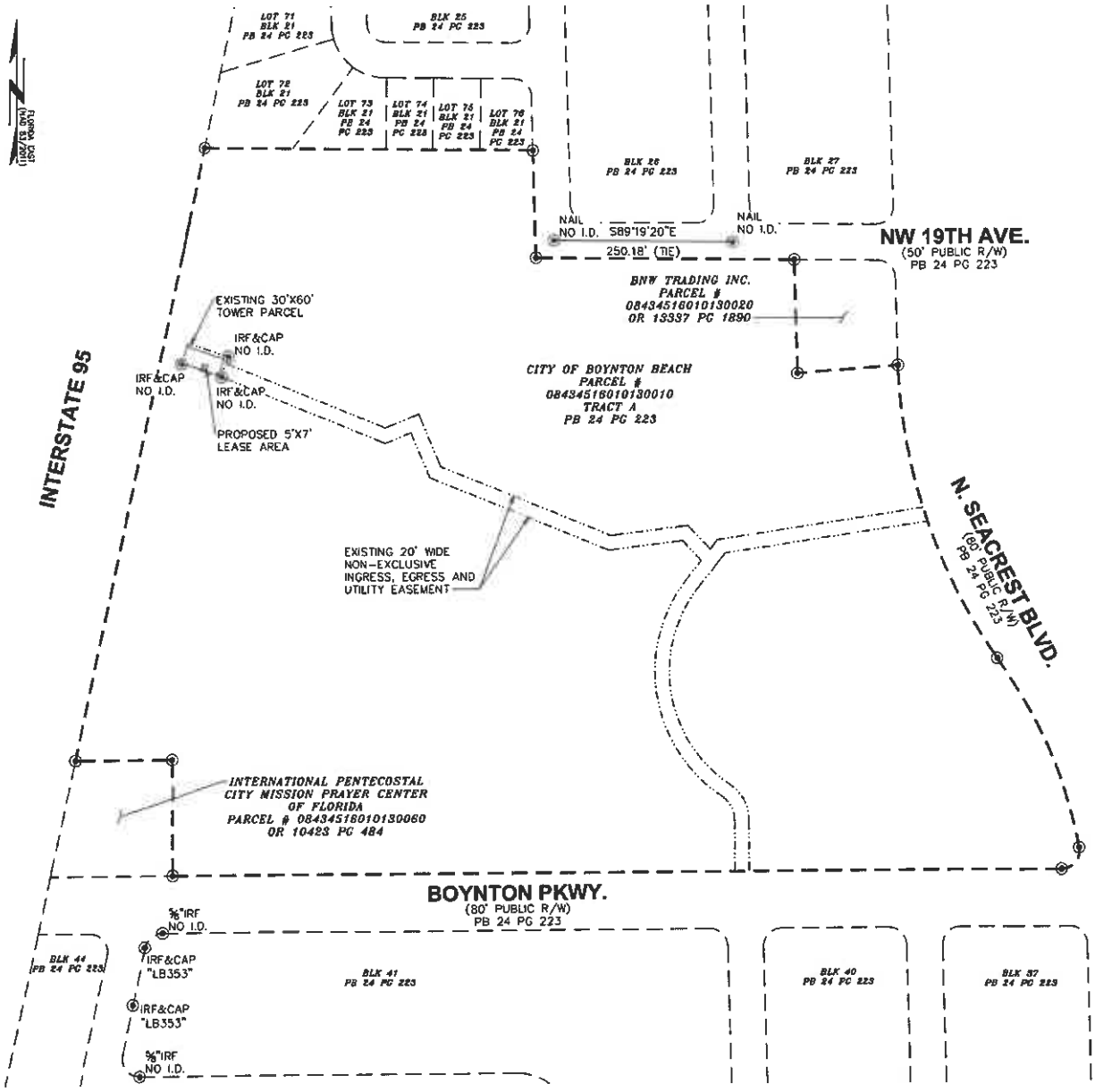


EXHIBIT D
TENANT EQUIPMENT LISTING

FREQUENCIES ASSIGNED TO TENANT BY THE FCC FOR USE ON THE PROPERTY

Frequencies	n25	n66	n70	n71
Downlink (Tx)	[722 - 728]	[2155 - 2160] [2180 - 2200]	[1995 - 2020]	[637 - 652]
Uplink (RX)		[1755 - 1760]	[1695 - 1700]	[683 - 698]

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:
DISH WIRELESS L.L.C.
5709 S. Santa Fe Drive
Littleton, CO 80120

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on _____, 2024, by the City of Boynton Beach, a municipal corporation, with an address at 100 East Ocean Avenue, Boynton Beach, Florida 33435 (hereinafter referred to as "Owner" or "Landlord") and Dish Wireless L.L.C., a Colorado limited liability company, with its principal offices located at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (hereinafter referred to as "Tenant").

1. Owner and Tenant entered into a Collocation Agreement ("Agreement") dated as of _____, 2024, effective upon full execution of the parties ("Effective Date") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Tenant's tenancy under the Agreement is for five (5) years commencing on the Commencement Date as defined in the Agreement, and shall automatically renew for four (4) additional successive five (5) year terms.

3. The Land that is the subject of the Agreement is described in Exhibit "A1" attached hereto. The portion of the Land being leased to Tenant (the "Premises") is described in Exhibit "B1" attached hereto.

[Signatures appear on the following page.]

zca 107

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

The City of Boynton Beach, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

CITY NOTARY:

STATE OF _____

COUNTY OF _____

On _____, 2024, before me, _____, Notary Public, personally appeared (by means of ___ physical presence or ____ online notarization) _____, Mayor, for the City of Boynton Beach, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____

TENANT:

DISH WIRELESS L.LC.
A Colorado limited liability company

By: _____

Name: Richard Leitao

Title: Vice President, National Development
DISH Wireless

Date: 6/25/2024

TENANT NOTARY:

STATE OF Colorado

COUNTY OF Arapahoe

On June 25, 2024, before me, Denise Fuller, Notary Public, personally appeared (by means of ✓ physical presence or ____ online notarization) Richard Leitao (Name), SVP (Title), for Dish Wireless L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____(SEAL)
Notary Public

My commission expires: _____

DENISE FULLER
Notary Public
State of Colorado
Notary ID # 20004019620
My Commission Expires 08-18-2024

MEMORANDUM OF AGREEMENT
EXHIBIT A1

LEGAL DESCRIPTION OF LAND:

TOWER PARCEL:

THAT PART OF TRACT "A", ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°48'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 FOR 505.37 FEET TO AN FOUND NAIL LOCATED AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 1ST STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE CONTINUE NORTH 87°48'30" WEST ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE OF NORTHWEST 19TH AVENUE FOR 250.18 FEET TO A FOUND NAIL LOCATED AT THE INTERSECTION OF SAID CENTERLINE OF NORTHWEST 19TH AVENUE WITH THE CENTERLINE OF NORTHWEST 2ND COURT (50 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 72°02'30" WEST FOR 481.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°23'38" WEST FOR 29.93 FEET; THENCE NORTH 70°39'21" WEST FOR 60.34 FEET; THENCE NORTH 19°58'50" EAST FOR 30.17 FEET; THENCE SOUTH 70°26'05" EAST FOR 60.04 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,809 SQUARE FEET (0.04 ACRES), MORE OR LESS.

MEMORANDUM OF AGREEMENT
EXHIBIT B1

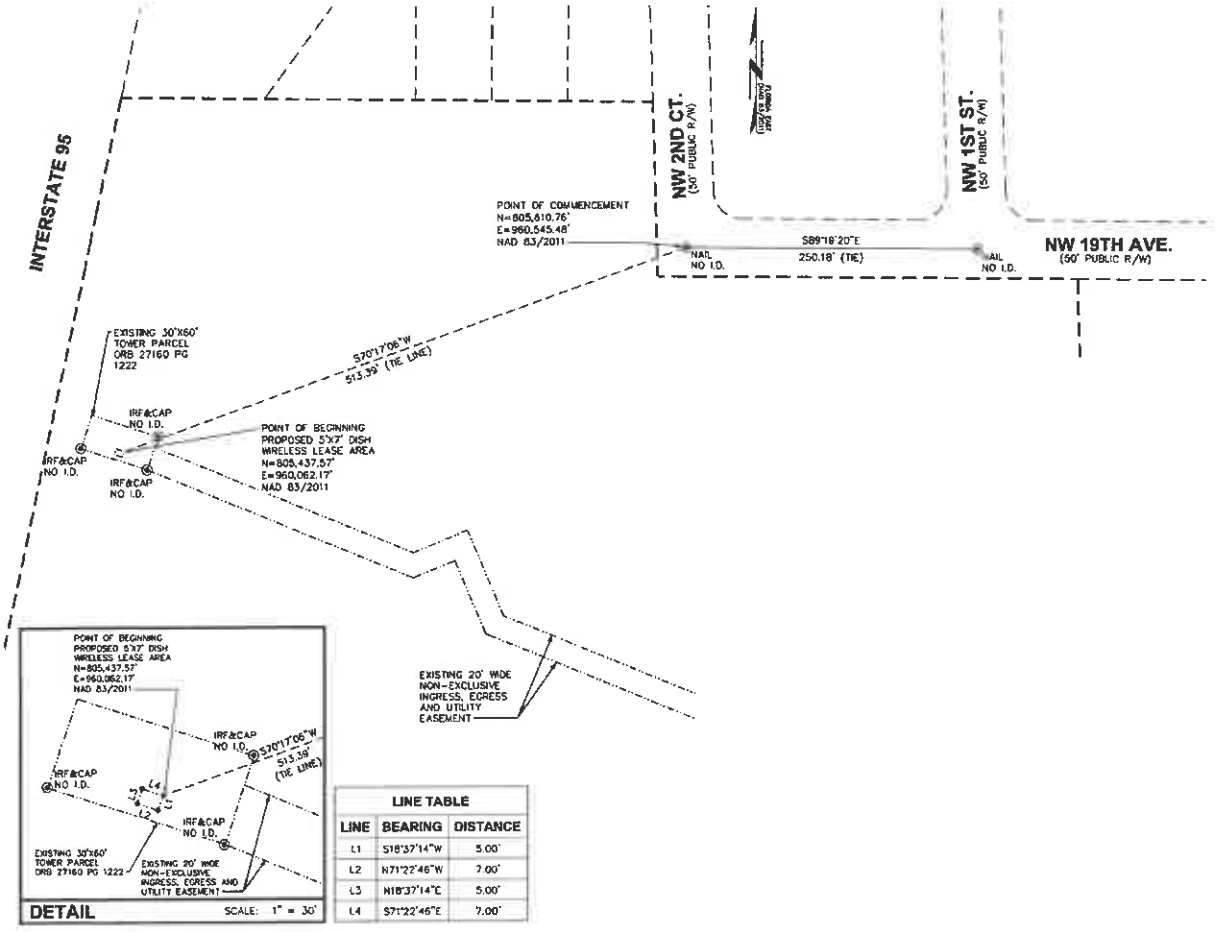
LEGAL DESCRIPTION/DEPICTION FOR TENANT LEASE SITE:

LEGAL DESCRIPTION OF PROPOSED 5' X 7' DISH WIRELESS LEASE AREA

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN SECTION 16, TOWNSHIP 48 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 883 AT PAGE 148 OF THE PALM BEACH COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING NAIL FOUND IN THE INTERSECTION OF NORTHWEST 19TH AVENUE AND NORTHWEST 2ND COURT, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 805,610.76', AND EASTING = 960,545.48'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 70°17'06" WEST A DISTANCE OF 513.39 FEET TO A POINT ON THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 5' X 7' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 805,437.57', AND EASTING = 960,062.17'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 18°37'14" WEST A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 71°22'46" WEST A DISTANCE OF 7.00 FEET TO A POINT; THENCE NORTH 18°37'14" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 71°22'46" EAST A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINING 35 SQUARE FEET OR 0.0008 ACRES MORE OR LESS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°37'14"W	5.00'
L2	N71°22'46"W	7.00'
L3	N18°37'14"E	5.00'
L4	S71°22'46"E	7.00'

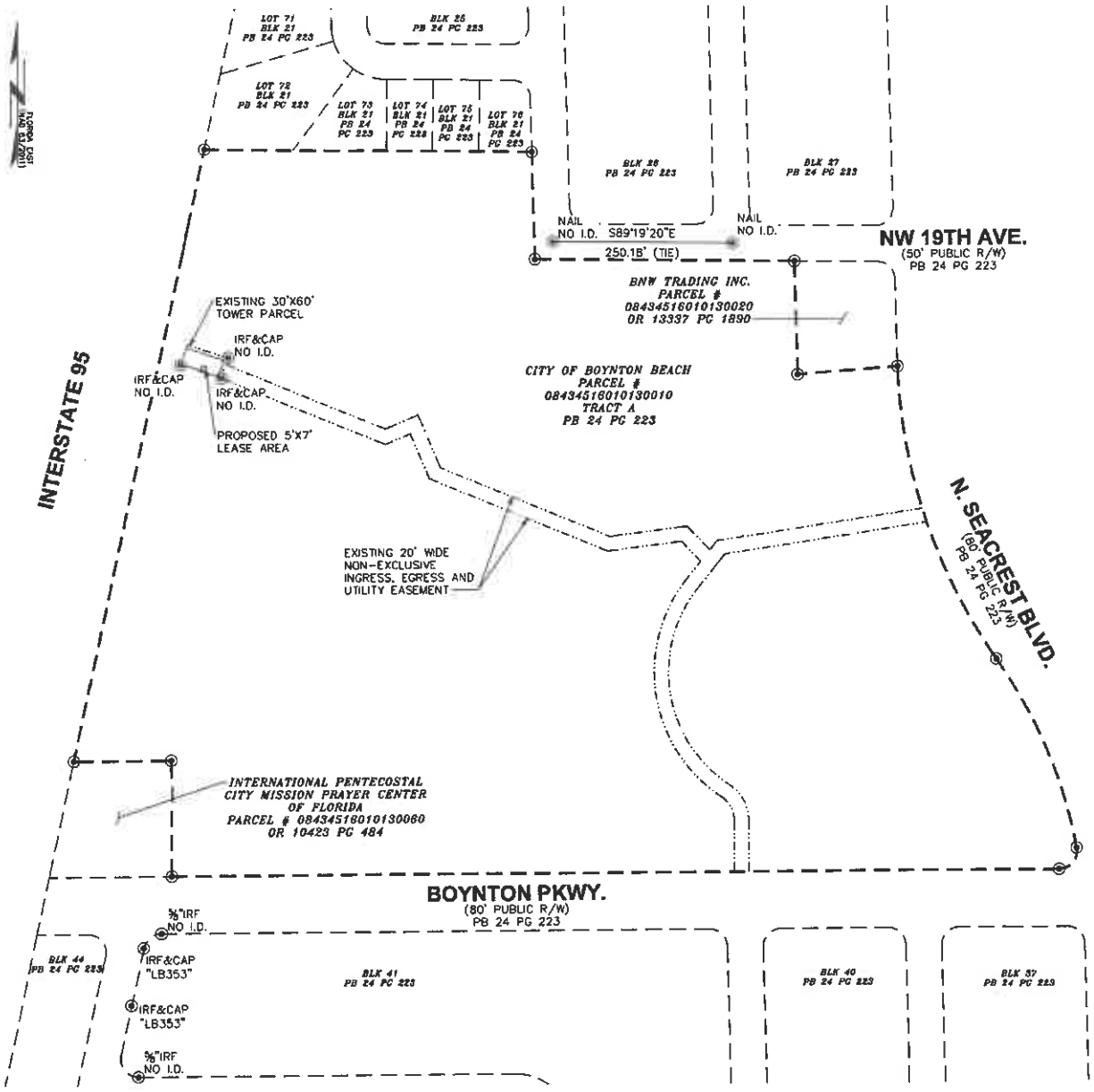
LEGAL DESCRIPTION FOR INGRESS, EGRESS AND UTILITY EASEMENT:

20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT:
THAT PART OF TRACT "A", ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°48'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 FOR 505.37 FEET TO AN FOUND NAIL LOCATED AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 1ST STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE CONTINUE NORTH 87°48'30" WEST ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE OF NORTHWEST 19TH AVENUE FOR 250.18 FEET TO A FOUND NAIL LOCATED AT THE INTERSECTION OF SAID CENTERLINE OF NORTHWEST 19TH AVENUE WITH THE CENTERLINE OF NORTHWEST 2ND COURT (50 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 72°02'30" WEST FOR 481.47 FEET TO THE NORTHEASTERLY CORNER OF AN 30 FOOT X 60 FOOT TOWER PARCEL; THENCE SOUTH 19°23'38" WEST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 19.90 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE SOUTH 66°10'27" EAST FOR 244.00 FEET; THENCE NORTH 68°57'54" EAST FOR 44.16 FEET; THENCE SOUTH 21°08'02" EAST FOR 74.13 FEET; THENCE SOUTH 66°10'27" EAST FOR 262.06 FEET; THENCE NORTH 84°24'38" EAST FOR 106.00 FEET; THENCE SOUTH 41°40'03" EAST FOR 51.93 FEET TO POINT "A"; THENCE NORTH 39°42'09" EAST FOR 24.08 FEET; THENCE NORTH 82°49'18" EAST FOR 287.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SEACREST BOULEVARD (80 FOOT WIDE RIGHT-OF-WAY) AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 39°42'09" WEST FOR 40.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 94°21'18", AND A CHORD OF 239.39 FEET THAT BEARS SOUTH 07°28'30" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 329.36 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 55°56'40", AND A CHORD OF 46.90 FEET THAT BEARS SOUTH 26°40'50" EAST, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 48.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°17'30" WEST FOR 71.48 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 31,475 SQUARE FEET (0.72 ACRES), MORE OR LESS.

DEPICTION FOR INGRESS, EGRESS AND UTILITY EASEMENT:



City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-087- Approving and authorizing the Mayor to sign a Use of Property Agreement between the City of Boynton Beach and First Baptist Church of Boynton Beach for the 2025 Taste of Boynton Beach event on Saturday, April 26, 2025.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-087.

Explanation of Request: The City has received permission from the property owner to use the following property to provide free public parking for 2025 Taste of Boynton Beach event attendees: First Baptist Church of Boynton Beach- 301 N. Seacrest Blvd.

How will this affect city programs or services? Parking is very limited in the Town Square area and this agreement provides an additional parking option for those that would like to attend the 2025 Taste of Boynton Beach event.

Budgeted Item: Yes

Account Line Item and Description: Special Event: 001-1213-519-48-24

Fiscal Impact: There is no cost related to the temporary use of this property. Crossing guards and shuttle buses will be provided to assist attendees to/from the event site.

Attachments:
R25-087 Agenda_Item_2866-2025_Resolution_for_First_Baptist_Church_Land_Use_Agmt.docx
Exhibit A - Use Agreement - First Baptist.pdf

RESOLUTION NO. R25-087

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT FOR THE USE OF PROPERTY WITH FIRST BAPTIST CHURCH OF BOYNTON BEACH FOR THE USE OF PARKING LOTS FOR THE APRIL 26, 2025, TASTE OF BOYNTON BEACH EVENT; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City has received permission from First Baptist Church of Boynton Beach (Owner) to utilize certain property located at 301 N. Seacrest Boulevard, Boynton Beach, Florida 33435, to provide free public parking for the April 26, 2025, Taste of Boynton Beach event; and

WHEREAS, the City Commission of the City of Boynton Beach, upon the recommendation of staff, deems it in the best interest of the citizens and residents of the City of Boynton Beach to approve an Agreement for Use of Property with First Baptist Church of Boynton Beach, to utilize certain property located at 301 N. Seacrest Boulevard, Boynton Beach, Florida 33435, to provide free public parking for the April 26, 2025 Taste of Boynton Beach event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission of the City of Boynton Beach hereby approves an Agreement for Use of Property with First Baptist Church of Boynton Beach to utilize certain property located at 301 N. Seacrest Boulevard, Boynton Beach, Florida 33435, to provide free public parking for the April 26, 2025, Taste of Boynton Beach event (the “Agreement”), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish its purposes, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms/material terms.

SECTION 4. The City Clerk shall retain one fully executed Agreement as a public record and forward a copy to Gabrielle Favitta.

SECTION 5. This Resolution shall take effect as provided by law.

PASSED AND ADOPTED this ____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AGREEMENT FOR USE OF PROPERTY

THIS AGREEMENT FOR USE OF PROPERTY ("Agreement") is made this ___ day of _____, 2025, by and between the City of Boynton Beach ("City") and **First Baptist Church of Boynton Beach** its officers, employees, successors and assigns ("Owner").

WITNESSETH:

WHEREAS, Owner warrants that it owns that certain property located at **301 N Seacrest Blvd, Boynton Beach FL 33435** (Parcel Number: 08-43-45-21-07-001-1000), (the "Property"); and

WHEREAS, the City desires to use the parking lots located on the Property for parking for an event taking place on Saturday, April 26, 2025 (the "Event");

WHEREAS, Owner desires to permit the City to use the Property for the Event;

NOW, THEREFORE, for the mutual covenant and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. Foregoing Whereas clauses are incorporated as if fully set forth herein.

2. Owner agrees to allow the City to enter onto the Property for any and all uses related to the Event on the dates and times specified in the attached **Exhibit A**.

3. Owner agrees that the City shall be allowed to use the Property pursuant to this Agreement free of charge.

4. Owner is responsible for any injuries which occur on the Property as a result in a defect in the property, Owner's failure to maintain the property, and any and all other conditions which are the Property Owner's responsibility, and which cause an injury to any guest, invitee, or third party on Property.

5. The City represents and acknowledges that:

   a. Its activities and all participants are properly covered by appropriate insurance;

   b. The City shall be responsible for any injuries to its employees, agents, and contractors, occurring on the Property for the Event and any other dates/times as set forth in Exhibit A;

   c. The City shall be responsible for any damage to the Property caused by the City's use of the Property for the Event.

d. The City shall also be responsible for its own negligence.

e. To the extent permitted by law, and subject to the limitations of section 768.28. Florida Statutes, the City shall defend and indemnify and hold harmless the Owner from all claims, suits, causes of action or any claim whatsoever made by any party arising from the City's own negligence or City's own activities on the Property specific in Exhibit A. Nothing in this paragraph is considered a waiver of sovereign immunity by the City.

6. Owner hereby acknowledges and agrees that Owner shall receive no compensation from the City in return for permitting the City to use the Property as provided for in this Agreement.

7. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated into this Agreement. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing, executed by the parties to be bound thereby.

8. This Agreement shall expire on Monday, April 28, 2025 at 6:00pm.

9. This Agreement is governed by the laws of the State of Florida and venue is in Palm Beach County.

10. By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH has caused these presents to be executed in its name by its Mayor and attested and its official seal to be hereunto affixed and Owner have hereunto set its hand and seal the day and year first above written.

ATTEST:

CITY OF BOYNTON BEACH

By: _____

_____

Print Name:

City Clerk

Title: MAYOR

(SEAL)

Approved as to form:

_____

City Attorney

ATTEST:

First Baptist Church of Boynton Beach

By: _____

_____

Print Name: KEITH BAKER

Title: PASTOR

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this 18th day of Feb, 2025, by Keith Baker as Pastor for First Baptist Church of Boynton Beach.

(Brenda T)

(NOTARY SEAL) (Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced

BRENDA TIERNEY
Notary Public - State of Florida
Commission # HH 247493
My Comm. Expires Apr 18, 2026
Bonded through National Notary Assn.

Exhibit "A"

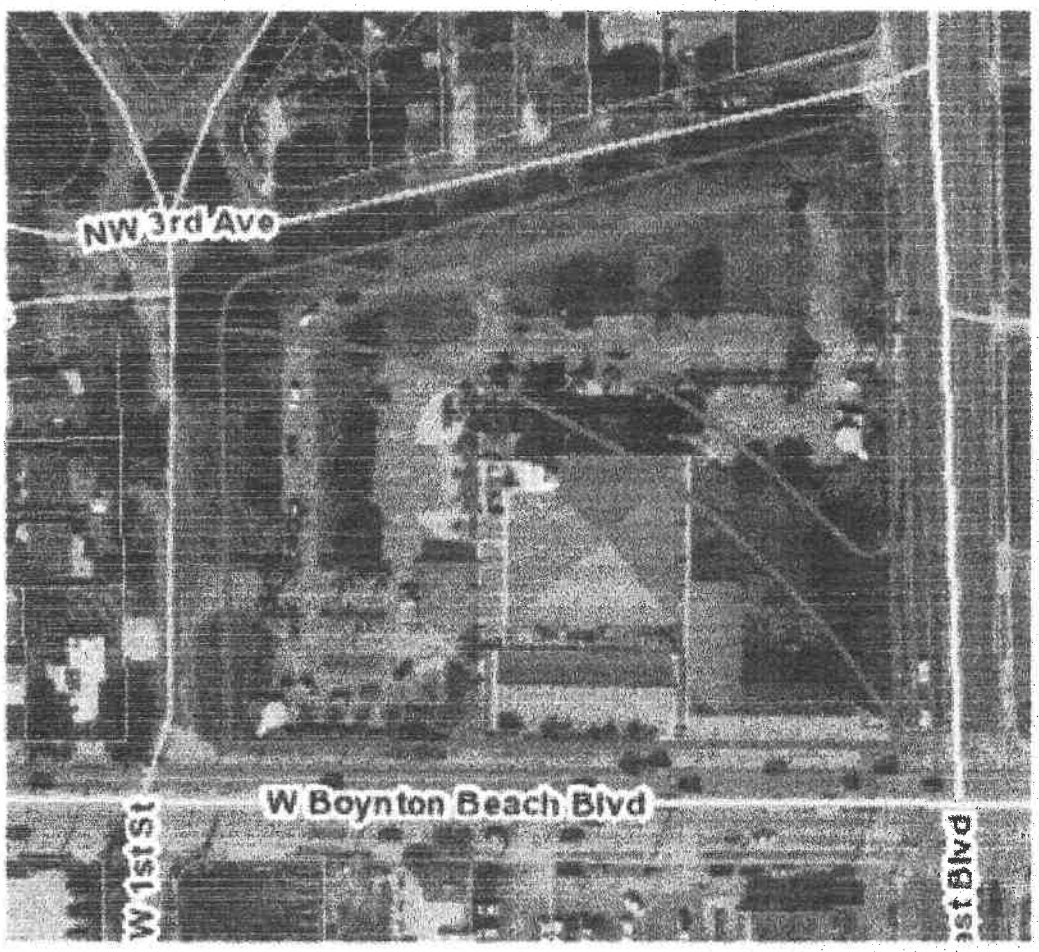
Owner agrees to allow the City and attendees of the Event to enter onto the Property for uses related to the Event at any time on Saturday, April 26, 2025.

In addition to the date listed above, the City may access the Property to perform site preparation (such as light tower and signage) before the Event. This access may occur anytime between Friday, April 25, 2025 and Monday, April 28, 2025, and may occur over multiple days.

The City will provide 24 hours' notice to Owner prior to entering the Property, and will only perform site preparation activities between the hours of 8:30 a.m. and 5:30 p.m.

The City may install removable tower lights and event parking signs on the Property for the Event.

Parcel Number: 08-43-45-21-07-001-1000



City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-088- Approving and authorizing the Mayor to sign a Use of Property Agreement between the City of Boynton Beach and 315 South Federal LLC for the 2025 Taste of Boynton Beach event on Saturday, April 26, 2025.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-088.

Explanation of Request: The City has received permission from the property owner to use the following property to provide free public parking for 2025 Taste of Boynton Beach event attendees: 315 South Federal LLC- 315 S. Federal Hwy, Boynton Beach.

How will this affect city programs or services? Parking is very limited in the Town Square area and this agreement provides an additional parking option for those that would like to attend the 2025 Taste of Boynton Beach event.

Budgeted Item: Yes

Account Line Item and Description: Special Event: 001-1213-519-48-24

Fiscal Impact: There is no cost related to the temporary use of this property. Crossing guards and shuttle buses will be provided to assist attendees to/from the event site.

Attachments:
Exhibit A - Use Agreement - 315 S Federal.pdf
R25-088 Agenda_Item_2867-2025__Resolution_for_315_S_Federal_LLC_Land_Use_agmt.docx

AGREEMENT FOR USE OF PROPERTY

THIS AGREEMENT FOR USE OF PROPERTY ("Agreement") is made this 4 day of March, 2025, by and between the City of Boynton Beach ("City") and **315 South Federal LLC** its officers, employees, successors and assigns ("Owner").

WITNESSETH:

WHEREAS, Owner warrants that it owns that certain property located at **315 S. Federal Hwy, Boynton Beach, Florida** (Parcel Number: **08-43-45-28-07-001-0010**), (the "Property"); and

WHEREAS, the City desires to use the parking lots located on the Property for parking for an event taking place on Saturday, April 26, 2025 (the "Event");

WHEREAS, Owner desires to permit the City to use the Property for the Event;

NOW, THEREFORE, for the mutual covenant and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. Foregoing Whereas clauses are incorporated as if fully set forth herein.

2. Owner agrees to allow the City to enter onto the Property for any and all uses related to the Event on the dates and times specified in the attached **Exhibit A.**

3. Owner agrees that the City shall be allowed to use the Property pursuant to this Agreement free of charge.

4. Owner is responsible for any injuries which occur on the Property as a result in a defect in the property, Owner's failure to maintain the property, and any and all other conditions which are the Property Owner's responsibility, and which cause an injury to any guest, invitee, or third party on Property.

5. The City represents and acknowledges that:

   a. Its activities and all participants are properly covered by appropriate insurance:

   b. The City shall be responsible for any injuries to its employees, agents, and contractors, occurring on the Property for the Event and any other dates/times as set forth in Exhibit A:

   c. The City shall be responsible for any damage to the Property caused by the City's use of the Property for the Event.

d. The City shall also be responsible for its own negligence.

e. To the extent permitted by law, and subject to the limitations of section 768.28. Florida Statutes, the City shall defend and indemnify and hold harmless the Owner from all claims, suits, causes of action or any claim whatsoever made by any party arising from the City's own negligence or City's own activities on the Property specific in Exhibit A. Nothing in this paragraph is considered a waiver of sovereign immunity by the City.

6. Owner hereby acknowledges and agrees that Owner shall receive no compensation from the City in return for permitting the City to use the Property as provided for in this Agreement.

7. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated into this Agreement. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing, executed by the parties to be bound thereby.

8. This Agreement shall expire on Monday, April 28, 2025 at 6:00pm.

9. This Agreement is governed by the laws of the State of Florida and venue is in Palm Beach County.

10. By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH has caused these presents to be executed in its name by its Mayor and attested and its official seal to be hereunto affixed and Owner have hereunto set its hand and seal the day and year first above written.

ATTEST:

CITY OF BOYNTON BEACH

By: _____

_____

Print Name:

City Clerk

Title: MAYOR

(SEAL)

Approved as to form:

_____

City Attorney

ATTEST:

315 SOUTH FEDERAL LLC

By: _____

_____

Print Name: James O'Neill

Title: Pres/ Mgr LLC

(SEAL)

STATE OF FLORIDA
COUNTY OF FL

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this 4 day of March, 2025, by _____ as _____ for 315 SOUTH FEDERAL LLC.

STEPHEN A. SCHORR
MY COMMISSION # HH 136838
EXPIRES: June 2, 2025
Bonded Thru Notary Public Underwriters

_____
(NOTARY SEAL) (Name of Notary Typed, Printed, or Stamped)

Personally Known X OR Produced Identification _____
Type of Identification Produced

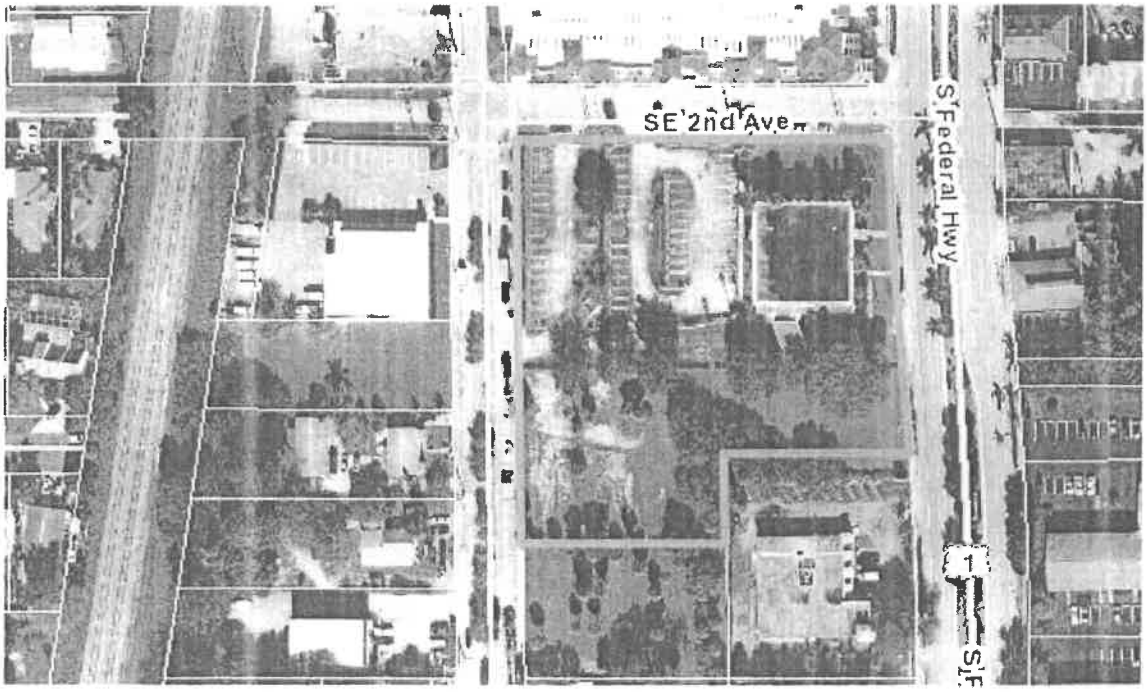
Exhibit "A"

1. Owner agrees to allow the City and attendees of the Event to enter onto the Property for uses related to the Event at any time on Saturday, April 26. 2025.

2. In addition to the date listed above, the City may access the Property to perform site preparation (such as light tower and signage) before the Event. This access may occur anytime between Friday. April 25, 2025 and Monday, April 28. 2025, and may occur over multiple days.

    a. The City will provide 24 hours' notice to Owner prior to entering the Property, and will only perform site preparation activities between the hours of 8:30 a.m. and 5:30 p.m.

3. The City may install removable tower lights and event parking signs on the Property for the Event.


SE 2nd Ave
S Federal Hwy

RESOLUTION NO. R25-088

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT FOR USE OF PROPERTY BETWEEN THE CITY AND 315 SOUTH FEDERAL LLC FOR THE USE OF PARKING FOR THE APRIL 26, 2025, TASTE OF BOYNTON BEACH EVENT; AND FOR ALL OTHER PURPOSES.

WHEREAS, 315 South Federal LLC ("Owner") warrants that it owns that certain property located at 315 S. Federal Hwy, Boynton Beach, Florida (Parcel Number: 08-43-45-28-07-001-0010), (the "Property"); and

WHEREAS, the City desires to use the parking lots located on the Property for the 2025 Taste of Boynton Beach event taking place on Saturday, April 26, 2025 (the "Event"); and

WHEREAS, the Owner desires to permit the City to use the Property for the Event; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Agreement for Use of Property between the City and 315 South Federal LLC for the use of parking for the 2025 Taste of Boynton Beach event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement for Use of Property between 315 South Federal LLC and the City for the use of parking for the 2025 Taste of Boynton Beach event (the "Agreement"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record

of the City. A copy of the fully executed Agreement shall be provided to Gabrielle Favitta for forwarding to the Owner.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-089- Authorizing the City to apply for the Firehouse Subs Public Safety Grant for the amount up to $48,500, and if awarded, authorize the City to accept the Grant, and authorize the Mayor to execute all documents associated with the grant, subject to the approval of the City Attorney.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-089.

Explanation of Request:

The Firehouse Subs Public Safety Foundation mission is to impact the lifesaving capabilities, and the lives, of local heroes and their communities. The Firehouse Subs Public Safety Foundation has awarded millions of dollars of lifesaving equipment and resources to fire, police and public safety organizations across the country. The Firehouse Subs Public Safety Foundation Grant would help fund the purchase of a new UTV EMS vehicle, replacing our current one, which has been in service for over 10 years. The UTV will enhance community safety by providing rapid emergency response during city events, large crowd gatherings, and community risk reduction efforts. Its mobility allows emergency personnel to navigate congested areas, quickly reach individuals in need, and provide medical assistance before larger units arrive.

The City is submitting an application for funding that provides first responders with lifesaving equipment. The requested grant funding for the project is up to **$45,000** with no local match. The grant portal opens on Thursday, April 3, 2025 and the application deadline is April 4, 2025.

How will this affect city programs or services?

The City of Boynton Beach, committed to the health and well-being of its residents, finds it imperative to provide the residents with safety and timely emergency response.

Account Line Item and Description: N/A

Fiscal Impact:

The Firehouse Subs Public Safety Foundation Grant is expected to fund up to $48,500 overall

throughout the project's lifecycle. No match is required.

Attachments:
R25-089 Agenda_Item_2869-2025_Resolution_for_Firehouse_Subs_Public_Safety_Grant_application.docx
Exhibit A - Grant Application.pdf
Application Checklist.pdf

RESOLUTION NO. R25-089

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE FIREHOUSE SUBS PUBLIC SAFETY GRANT FOR THE AMOUNT UP TO $45,000, AND IF AWARDED, AUTHORIZING THE CITY TO ACCEPT THE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE GRANT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Firehouse Subs Public Safety Foundation's mission is to impact the lifesaving capabilities, and the lives, of local heroes and their communities by awarding lifesaving equipment and resources to fire, police, and public safety organizations across the country; and

WHEREAS, the Firehouse Subs Public Safety Foundation Grant ("Grant") would help fund the purchase of a new Utility Task Vehicle ("UTV") Emergency Medical Services ("EMS") vehicle, replacing the City's current UTV EMS vehicle, which has been in service for over ten years; and

WHEREAS, the acquisition of a new UTV EMS will enhance community safety by providing rapid emergency response during City events, large crowd gatherings, and community risk reduction efforts, with the UTV EMS's mobility allowing emergency personnel to navigate congested areas, quickly reach individuals in need, and provide medical assistance before larger units may arrive; and

WHEREAS, the Grant will provide the City with up to $45,000 in grant funds, if awarded, with no match required; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to authorize and ratify the City's application for the Firehouse Subs Public Safety Foundation Grant to support the City's emergency response capabilities by replacing the City's current UTV EMS, which will provide the City with up to $45,000 in grant funds, and if awarded, authorize the City to accept the Grant and execute all future documents associated with the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the City to apply for the Firehouse Subs Public Safety Foundation Grant to support the City's emergency response capabilities, which will provide the City with up to $45,000 in grant funds, and if awarded, authorize the City to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor to execute the Grant application attached hereto as Exhibit A, and if awarded, the Grant Agreement, and any other document associated with applying for and accepting the Grant that does not otherwise increase the financial obligations of the City, subject to the approval of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Firehouse Subs Public Safety Foundation
Grant Application

SAMPLE

Congratulations! Your organization has met Firehouse Subs Public Safety Foundation's pre-qualification criteria to be considered for a grant.

STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.

Thank you for your interest in Firehouse Subs Public Safety Foundation, where we are committed to giving back to communities by supporting first responders and public safety organizations with lifesaving equipment and funding resources.

PLEASE APPLY EARLY

IMPORTANT: A maximum of 600 grant applications are accepted on a quarterly basis. Once the maximum number of applications is met, the site will close for the remainder of the quarter.

- *Applications are considered on a quarterly basis ALL approvals and denials will be emailed to applicants within two months after the grant deadline. Please do not email our Foundation regarding the status of your application.*
- **DO NOT** send email inquiries to the Firehouse Subs Care Center or through the Firehouse Subs EMS survey.
- **DO NOT** phone the Firehouse Subs main office or Firehouse Subs restaurants with grant inquiries.

The grant process is a partnership. We greatly appreciate your cooperation and compliance.

SAMPLE

APPLICATION GUIDELINES AND REQUIRED ATTACHMENTS

STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.

Please prepare the following attachments before you continue. We cannot consider your application if any of the required information is missing.

- **Background/History**
  - Brief history of your department or organization, and how this grant will benefit your community

- **Vendor Equipment Quote/Bid**

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

  - Vendor sales representative first and last name must be included on quote ○ Vendor email address must be included on quote
  - The name & *physical* address of your organization must be included
  - The first and last name of a contact person from your organization must be included ○ Only one vendor quote can be submitted. Your application will not be considered if more than one quote is submitted.
  - Quotes must be itemized ○ Online quotes will not be accepted
  - Must be dated within six months of the application deadline ○ Must contain *only* the item(s) pertaining to your grant request
  - The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application
  - Include sales tax and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the quote.
  - Maintenance plans and extended warranties are not permissible
  - Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify them that you are applying for a grant from our Foundation.

Most Recent Financial Information

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

  - A recent - within one month - Balance Sheet which consists of Assets and Liabilities ○ A recent - within one month - Profit & Loss Statement also called an Income Statement ○ A current year annual budget showing projected income and expenses ○ A previous year audit or 990

- **Equipment Inventory**

Inventory documentation must list the name of your organization.

  - Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory.

SAMPLE

- First Responder Organizations: Please include a list of apparatus, vehicles and other specialized equipment. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)

- **Internal Revenue Service Form W-9 (Rev. October 2018)** ○ *Please contact your accounting department or treasurer to obtain a completed W-9 form. Your application will not be considered if any of the following sections of your W-9 are missing.*
  - Name as shown on your income tax return
  - Entity Name, *if different from line 1*
  - Federal Tax Classification (including Other explanation if required) ▪ Exempt payee code (if any)
  - Address
  - City, State & Zip Code
  - Employer ID Number (EIN)
  - Signed by an official of the organization
  - Dated no more than one year from the submission date of this application

CLICK HERE to preview samples of completed W-9 forms.

FREQUENTLY ASKED QUESTIONS & TIPS

STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.

Please Apply Early. A maximum of 600 applications are accepted on a quarterly basis. Please **do not** contact area restaurants or Firehouse Subs Care center with grants questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via firehousesubsfoundation.org/about-us/funding-areas.

Are there items that your Foundation does not support?

All requests must fall within our funding guidelines found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors include:

- body cameras
- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers
- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems

- portable message signs
- power load stretchers
- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices
- refurbished equipment
- security systems & surveillance equipment
- stop sticks
- throw bots
- traffic road barriers

Who can apply for this grant?
Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, nonprofits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?
We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?
No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

What are the most common reasons a grant application is marked incomplete?

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the inventory and/or financials • W9 form is missing the required information

Can my organization submit multiple grant applications?
The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

Is the Firehouse Subs Public Safety Foundation grant a matching grant? There are no matching funds involved in our organization's grants program.

If my request is more or less than $20,000 will it be considered?
$15,000-$25,000 is a guideline. Requests exceeding $50,000 will be denied.

What financial information should we provide?
Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted: ○ A recent - within one month - Balance Sheet which consists of Assets and Liabilities ○ A recent - within one month - Profit & Loss Statement also called an Income Statement ○ A current year annual budget showing projected income and expenses ○ A previous year audit or 990

What is needed for the required vendor quote/bid attachment?
You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote ○ Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first & last name of a contact person from your organization must be included ○ Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Quote must be itemized ○ Online quotes will not be accepted
- Must be dated within six months of the application deadline ○ Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application
- Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

What inventory information should I provide?
Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?
Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?
Grant award notifications will be emailed to ALL applicants within two months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?
Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.

Does the Foundation only work with specific equipment vendors?
No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

Does the Foundation fund requests for refurbished equipment? We do not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment? We do not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?
We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational technical school for the upcoming academic year. Click here to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

SAMPLE

ACCOUNT REGISTRATION

Applicant First Name* _____

Applicant Last Name* _____

Applicant Title* _____

Email* _____ (we prefer an official email address for your organization/department)

Applicant Cell Phone Number * _____

*Please note, this information cannot be edited once submitted.

APPLICANT and DEPARTMENT INFORMATION

Firehouse Subs Public Safety Foundation
Grant Application

Organization/Department: (this must be your organization's official name)_____

Department Tax ID # (xx-xxxxxxx):_____

Mailing Address 1: _____

Mailing Address 2: _____

City, State & Zip Code: _____

Shipping Address: _____

Organization Phone Number: _____ Organization

Phone Extension: _____

Applicant Cell Phone Number:_____

Secondary Applicant* First and Last Name: (must be different from main applicant first & last name)

_____

Secondary Applicant* Cell Phone Number: (must be different from main applicant phone number)

____

_____

Secondary Applicant* Extension: _____

Secondary Applicant* Email Address: (must be different from main applicant email) _____

* Contact information for **two separate individuals** must be included in order for your application to be considered.

SAMPLE

Communities Served: _____

Population: _____
Number of Runs/Calls for Service per Year (for fire, EMS and police only): _____

Local Approval Pre-Qualifications (Select the option that applies to your department/organization) ○ As required by our community, this request has been presented and approved by our local government as part of our process when applying for external funding. ○ Our jurisdiction requires approval from local officials once the award is granted.

○ Our jurisdiction does not require pre-approval from local officials.

SAMPLE

APPLICATION REQUEST INFORMATION

Please select the type of grant you are requesting:

◉ **Equipment Donation/Prevention Education Items**

○ **Scholarships/Continuing Education**

- Please note, our Foundation only reviews scholarship/continuing education grants connected with accredited schools
- For all-terrain wheelchair grant applications, email foundation@firehousesubs.com to request a paper allterrain wheelchair grant application, and please title the email All-Terrain Wheelchair Grant Request

EQUIPMENT DONATION/PREVENTION EDUCATION ITEMS

The Foundation will determine the procurement method if your grant is approved. The equipment purchase will be implemented in one of two ways:

1) The Foundation Team will purchase the requested equipment on your behalf, and the vendor will ship it directly to your organization. Upon delivery, you must email a *signed & dated* copy of the packing slip to the Foundation.

OR

2) You will receive a Memo of Understanding from the Foundation. Once it is signed by both parties, you will receive funding via ACH Transfer to make your purchase according to the approved vendor quote. After you receive your equipment, you must email *signed and dated* copies of all invoices to the Foundation within one week of delivery.

What Equipment are you requesting? Please include the quantity of each item._____

_____

Vendor company name:_____

Sales representative first and last name:_____

Sales representative email address:_____

What is the TOTAL cost of the equipment?

Include sales tax and shipping, where applicable. Requests exceeding $50,000 will not be accepted.

_____

☐ I understand that in order to be considered for funding, the total dollar amount and equipment quantities listed on the submitted quote/bid must match the total above.

Has your department applied for this specific request in the past and been denied?

_____ Yes _____ No

If yes, how many times, prior to this application, has this request been submitted? _____

SAMPLE

Briefly explain how the equipment will benefit your community and your department.

This would have a direct impact on more than _____children and _____senior citizens in our community. (For prevention education items.)

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment?

Was there a particular instance where a life would have been positively impacted if you would have had the equipment available?

What positive effects will the equipment specifically have? Please describe how the requested equipment or funding would benefit your local community. We ask that you do not cite national statistics.

SCHOLARSHIPS/CONTINUED EDUCATION REQUESTS

Please note:
Our Foundation only reviews scholarships/continuing education grants connected with accredited schools.

For all-terrain wheelchair grant applications, please email foundation@firehousesubs.com to request a paper All-Terrain Wheelchair Grant Request.

If you are requesting funds for scholarships or continued education:

How do you plan to use the funds requested? _____

What is the amount of funding you are requesting? _____

How many scholarships would the requested funding provide? _____

SAMPLE

Please describe the selection and distribution process for the requested scholarship funding. _____

_____

_____

Has your department applied for this specific request in the past and been denied? Yes _____ No _____

If yes, how many times, prior to this application, has this request been submitted? _____

Please provide a detailed description of how the funding will assist your organization:

_____

_____

COMMUNITY IMPACT

What positive effects will the funds specifically have? Please describe how the requested funding would benefit your local community. We ask that you do not cite national statistics.

_____

_____

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you:

_____

How far is this location from your department?_____Miles

How did you hear about our organization? _____

_____

Has your department received funding from Firehouse Subs Public Safety Foundation in the past two years?

This information will be verified, if submitted incorrectly it will result in an automatic denial. ◉ Yes ○ No

It is strongly recommended and greatly appreciated that your organization acknowledges the donation by displaying our Foundation logo on donated items/equipment whenever possible. Please note that the artwork will need to be approved by our Foundation team before being displayed.

If approved for funding we may facilitate a media presentation/press event at a local Firehouse Subs restaurant to demonstrate the equipment and acknowledge the donation. It may take up to a year depending

SAMPLE

on location and donation delivery timeframe. In the meantime, we ask that any immediate media announcements regarding the grant award be approved by the Foundation.

By applying, you grant Firehouse Subs Public Safety Foundation (the "Foundation") permission to use your organization's name and identifying trademarks in connection with this application and in connection with the Foundation's solicitations for support.

☐ Initial Acceptance

PIO (Public Information Officer) Name: _____

(If you do not have a PIO, please list a contact for event planning and publicity. This individual will need to be readily available by email and phone.)

PIO e-mail: _____ PIO phone number: _____

SAMPLE

FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION PRINT/VIDEO RELEASE

Applicant First and Last Name: _____

Applicant Organization: _____

Date: _____

The organization listed above, and its affiliates, hereby grant Firehouse Subs Public Safety Foundation, Inc., Firehouse Restaurant Group, Inc. (including its subsidiaries and affiliates) and its officers, directors, nominees, designees, successors, and assigns (hereinafter called "Producer"), permission to use, assign, convey, reproduce, copyright, and publish images or visual likenesses, names, and/or voices ("Personal Information") in any video, photograph, sound or other recording, and/or other media for commercial, informational, educational, advertising, or promotional purposes.

The organization hereby waives any right to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied.

The organization hereby releases, discharges, and agrees to hold harmless Producer from any liability of any nature or description by virtue of any use whatsoever of Personal Information, whether intentional or otherwise, including but not limited to any change that may occur or be produced in the taking of said pictures or images or in the recording of any sound, or in any processing in connection with the completion of the finished product.

☐ By checking this box, the organization listed above, and its affiliates, agree to the terms of the print/video release.

SAMPLE

APPLICATION CHECKLIST

Before submitting, please check that your application has been submitted completely by reviewing the checklist below. Your application will not be considered if any of information requested throughout the application is missing.

Applicant & Alternate Contact Information

- Main applicant contact information must differ from alternate contact information ○ First and last name, email address and phone number must differ

Background/History Attachment

- Has the following documentation been submitted?
- Background/History- Brief history of your department or organization, and how this grant will benefit your community

Vendor Equipment Quote/Bid

- Does the submitted vendor equipment quote/bid include the following information?
  - Vendor sales representative first and last name ○ Vendor email address
  - The name & *physical* address of your organization
  - The first & last name of a contact person from your organization
  - Only one vendor quote has been be submitted ○ The quote must be itemized ○ The quote is dated within six months of the application deadline ○ The quote *only* includes item(s) pertaining to your grant request
  - The total dollar amount and equipment quantities in the vendor quote ***MATCH*** the total that your department is requesting
  - Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
  - Sales tax and freight charges are included, if applicable

Please note: The cost of maintenance plans and extended warranties are not permissible and should not be included in submitted quotes.

Most Recent Financial Information

- Does the submitted financial information include the following information?
  - The organization, city or county name
  - Both revenue and expenses ○ One of the following:
    - A recent - within one month - Balance Sheet which consists of Assets and Liabilities
    - A recent - within one month - Profit & Loss Statement also called an Income Statement
    - A current year annual budget showing projected income and expenses ▪ A previous year audit or 990

SAMPLE

Equipment Inventory

- Does the submitted equipment inventory include the following information?
    - Organization name
    - A list of your organization's apparatus, vehicles and other specialized equipment

NOTE: Equipment inventory is only required for first responder organizations. If your organization does not have apparatus, vehicles or specialized equipment, please ensure a document is attached noting the organization does not have any applicable inventory.

Internal Revenue Service Form W-9 (Rev. October 2018) •

Does the submitted W-9 include the following requirements?

- Name as shown on your income tax return
- Entity Name, *if different from line 1*
- Federal Tax Classification (including Other explanation if required)
- Exempt payee code (if any)
- Address
- City, State & Zip Code
- Employer ID Number
- Signed by an official of the organization
- Dated no more than one year from the submission date of this application

SAMPLE

SAMPLE- Visit FirehouseSubsFoundation.org to apply online.

APPLICATION CHECKLIST

Before submitting, please check that your application has been submitted completely by reviewing the checklist below. Your application will not be considered if any of information requested throughout the application is missing.

Applicant & Alternate Contact Information

- Main applicant contact information must differ from alternate contact information
    - First and last name, email address and phone number must differ

Background/History Attachment

- Has the following documentation been submitted?
- Background/History- Brief history of your department or organization, and how this grant will benefit your community

Vendor Equipment Quote/Bid

- Does the submitted vendor equipment quote/bid include the following information?
    - Vendor sales representative first and last name
    - Vendor email address
    - The name & *physical* address of your organization
    - The first & last name of a contact person from your organization
    - Only one vendor quote has been be submitted
    - The quote must be itemized
    - The quote is dated within six months of the application deadline
    - The quote *only* includes item(s) pertaining to your grant request
    - The total dollar amount and equipment quantities in the vendor quote ***MATCH*** the total that your department is requesting
    - Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
    - Sales tax and freight charges are included, if applicable

Please note: The cost of maintenance plans and extended warranties are not permissible and should not be included in submitted quotes.

Most Recent Financial Information

- Does the submitted financial information include the following information?
    - The organization, city or county name
    - Both revenue and expenses
    - One of the following:
        - A recent - within one month - Balance Sheet which consists of Assets and Liabilities
        - A recent - within one month - Profit & Loss Statement also called an Income Statement
        - A current year annual budget showing projected income and expenses
        - A previous year audit or 990

Equipment Inventory

- Does the submitted equipment inventory include the following information?
    - A list of your organization's apparatus, vehicles and other specialized equipment

NOTE: Equipment inventory is only required for first responder organizations. If your organization does not have apparatus, vehicles or specialized equipment, please upload a document noting that the organization does not have any applicable inventory.

SAMPLE

Internal Revenue Service Form W-9 (Rev. October 2018)

- Does the submitted W-9 include the following requirements?
    - Name as shown on your income tax return
    - Entity Name, *if different from line 1*
    - Federal Tax Classification (including Other explanation if required)
    - Exempt payee code (if any)
    - Address
    - City, State & Zip Code
    - Employer ID Number
    - Signed by an official of the organization
    - Dated no more than one year from the submission date of this application

SAMPLE

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-090- Approving a First Addendum to the Security Agreement with the School Board of Palm Beach County renewing the Agreement through July 31, 2026.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-090.

Explanation of Request: In light of the Marjory Stoneman Douglas High School tragedy and the enactment of amendments to section 1006.12, Florida Statutes, Safe-school officers at each public school on March 9, 2018, it is the intent of both parties to work collaboratively to ensure a law enforcement presence at each District-operated Palm Beach County school. Law Enforcement Agency commits to providing Law Enforcement Agency Officers (LEAO) at schools through the use of extra duty assignments, while the School District of Palm Beach County Police Department (SDPBCPD) works to hire additional full-time school police officers to staff a minimum of one School Police Officer at every non-charter District-operated school. This agreement is intended to be temporary until the school district hires full-time Officers.

How will this affect city programs or services? The agreement stipulates having two BBPD detail officers at Boynton Beach High School and one at Congress Middle School.

Account Line Item and Description: N/A

Fiscal Impact: The BBPD will invoice the School District of Palm Beach County Police Department for the hourly cost of each Officer at the agreed upon rate.

Attachments:
R25-090 Agenda_Item_2868-2025_Resolution_to_approve_First_Addendum_to_Security_Agreement_with_School_Board_
Exhibit A to Resolution - BBPD FY25 FIRST ADDENDUM TO THE LAW ENFORCEMENT AGREEMENT - v2 - clean.docx
Boynton Bch LE Agrmt FY 23-25 Executed_Signed.pdf

RESOLUTION NO. R25-090

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO EXECUTE A FIRST ADDENDUM TO THE SECURITY AGREEMENT WITH THE SCHOOL BOARD OF PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH, WHICH PROVIDES BOYNTON BEACH POLICE OFFICERS AT DESIGNATED SCHOOLS WITHIN THE CITY OF BOYNTON BEACH, WHICH SHALL RENEW THE SECURITY AGREEMENT THROUGH JULY 31, 2026.

WHEREAS, in light of the Marjory Stoneman Douglas High School tragedy and the enactment of amendments to section 1006.12, Florida Statutes, Safe-school officers at each public school on March 9, 2018, it is the intent of both parties to work collaboratively to ensure a law enforcement presence at each District-operated Palm Beach County school; and

WHEREAS, the Boynton Beach Police Department commits to providing Law Enforcement Agency Officers ("LEAO") at schools, through the use of extra duty assignments, while the School District of Palm Beach County Police Department ("SDPBCPD") works to hire additional full-time school police officers to staff a minimum of one School Police Officer at every non-charter District-operated school; and

WHEREAS, the Security Agreement is intended to be temporary in nature until the school district can hire full-time officers; and

WHEREAS, the parties seek to renew the Security Agreement through July 31, 2026, in order to continue to have one Boynton Beach Police Department detail officer at Boynton Beach High School and another at Congress Middle School; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to authorize the proper City officials to execute the First Addendum between The School Board of Palm Beach County and the City of Boynton Beach, in order to extend the Security Agreement through July 31, 2026, and execute all future documents associated with the First Addendum and/or the Security Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the proper City officials to execute the First Addendum between The School Board of Palm Beach County and the City of Boynton Beach, in order to extend the Security Agreement through July 31, 2026, and execute all future documents associated with the First Addendum and/or the Security Agreement.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the proper City officials to execute the First Addendum between The School Board of Palm Beach County and the City of Boynton Beach, in order to extend the Security Agreement through July 31, 2026, and execute all future documents associated with the First Addendum and/or the Security Agreement, subject to the approval of the City Attorney's Office. A copy of the First Addendum to the Security Agreement is attached hereto as Exhibit A.

SECTION 4. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

FIRST ADDENDUM TO THE SECURITY AGREEMENT BETWEEN
THE CITY OF BOYNTON BEACH AND THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

This First Addendum ("First Addendum") to the Security Agreement is made by and between the School Board of Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "School Board"), and the Boynton Beach Police Department and the City of Boynton Beach, Florida (hereinafter referred to as the "City") (hereinafter be referred to as "Parties.")

WHEREAS, the parties executed a Security Agreement effective the 1st day of August 2023, (the "Agreement"), whereby the City of Boynton Beach agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for one (1) year, effective August 1, 2025, upon both parties' signatures, and to amend the expiration date of the Agreement to one (1) year thereafter on July 31st, 2026.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Section VI of the Agreement is hereby amended to reflect that the Agreement shall be renewed and the term of this Agreement shall be extended through July 31, 2026.

3. The City hereby delegates authority to the City's Mayor to approve any further renewals related to this Agreement and authorizes the City's Mayor to execute any documents necessary to reflect those renewals.

4. In all other respects and unless otherwise stated, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

[Remainder of this page is intentionally blank]

[Signatures are located on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to the Agreement, and as of the last date, all signatures below are affixed.

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA BY: _____ Karen Brill- Board Chair Date BY: _____ Michael J. Burke Date Superintendent of Schools or Designee	THE CITY OF BOYNTON BEACH, FLORIDA BY: _____ Daniel Dugger, City Manager Date BY: _____ Rebecca Shelton, Mayor Date BY: _____ Joseph DeGiulio, Chief of Police Date
SUBMITTED BY: _____ School Police Department Date Chief of Police APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD _____ Office of General Counsel Date	APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY _____ Shawna G. Lamb, City Attorney Date
	Attest _____ Maylee De Jesus, Clerk Date

Security Agreement
Between
The School Board of Palm Beach County, Florida
and
the City of Boynton Beach, Florida

THIS AGREEMENT, made and entered into this 1ST day of August 2023, by and between The School Board of Palm Beach County, Florida, a political subdivision of the State of Florida (also referred to as "Palm Beach County School District" or "PBCSD" or "Requesting Agency"), whose principal place of business is 3300 Forest Hill Blvd, West Palm Beach, Florida 33406, hereinafter referred to as PBCSD, and the Boynton Beach Police Department, whose principal place of business is 2100 High Ridge Road, Boynton Beach, Florida 33426 (also referred to as "Law Enforcement Agency or "Assisting Agency") and the City of Boynton Beach, Florida.

As authorized by the Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement ("Mutual Aid Agreement") entered into in 2023, which terms, conditions, and provisions are hereby incorporated, the parties enter into this Agreement for the Law Enforcement Agency to provide municipal police officers on non-charter public school campuses. The municipal police officers, acting under this Security Agreement, shall have the same powers and authority as school safety officers while acting under the Mutual Aid Agreement. The terms of this Security Agreement are not intended to modify the terms and conditions of the Mutual Aid Agreement, which shall remain in full force and effect.

Article I: Purpose

In light of the Marjory Stoneman Douglas High School tragedy and the enactment of amendments to Florida Statute 1006.12 *Safe-school officers at each public school* on March 9, 2018, it is the intent of both parties to work collaboratively to ensure a law enforcement presence at each District-operated Palm Beach County school. Law Enforcement Agency commits to providing Law Enforcement Agency Officers ("LEAO"s) at schools, through the use of extra duty assignments, while the School District of Palm Beach County Police Department ("SDPBCPD") works to hire additional full-time school police officers to staff a minimum of one school police officer at every non-charter District-operated school.

Article II – Responsibility of Law Enforcement Agency

The Law Enforcement Agency will be responsible for assigning LEAOs to provide security services at agreed upon schools, upon request by the SDPBCPD. In accordance with Section 6G of the Mutual Aid Agreement, Law Enforcement Agency will invoice SDPBCPD for the hourly cost of each LEAO at the agreed upon rate provided in Exhibit
A. In the event of a fee dispute between the parties, the Law Enforcement Agency shall continue to provide the services under this Agreement while the dispute is being resolved. If the dispute is not resolved within ten (10) days, the Law Enforcement Agency may cease providing services under the Agreement.

Qualifications for Assignment

1. To comply with the provisions of F.S. 1006.12(2), LEAOs assigned will have undergone criminal background checks, drug testing and a psychological evaluation and be certified law enforcement officers, as defined in F.S. 943.10(1), and must be employed by the Law Enforcement Agency as defined in F.S. 943.10(4). The powers and duties of the LEAO shall continue throughout the LEAO's assignment at a school.
2. Assigned LEAOs shall abide by District School Board policies and shall consult with and coordinate activities through the school principal, but shall be responsible to the Law Enforcement Agency in all matters relating to employment, subject to this Agreement.
3. Law Enforcement Agency will ensure LEAOs assigned have completed SDPBCPD online orientation training prior to assignment to a school. Additional training may be required by the PBCSD.

Roles and Responsibilities of Law Enforcement Agency and its Officers

1. As set forth in Qualification for Assignment, above, the Law Enforcement Agency shall ensure that each LEAO assigned to a school undergoes Level 2 screening, which consists of fingerprinting and a background check, plus drug testing, and a psychological evaluation. The Law Enforcement Agency, at least annually, shall provide the PBCSD with records demonstrating that the requirements of 1006.12, Florida Statutes, have been met by each LEAO assigned to a school. The Law Enforcement Agency shall provide any records maintained in accordance with 1006.12, Fla. Stat., to the PBCSD School Safety Specialist upon request. The Law Enforcement Agency attests that each LEAO's license or certificate is active and in good standing; and, that the LEAO successfully completed the requirements under Section 1006.12, Florida Statutes. The Law Enforcement Agency agrees that it has an ongoing duty to maintain and update the PBCSD in the event any previously screened employee fails to meet the statutory standards. Contractor and the School agree to notify the PBCSD School Safety Specialist at schoolsafetyspecialist@palmbeachschools.org, immediately upon becoming aware that one of its LEAOs is subsequently arrested or convicted of any disqualifying offense, dismissed for misconduct or otherwise disciplined, or if a LEAO discharges his or her firearm in the exercise of the LEAO's duties, other than for training purposes.
2. Time is of the essence and the Law Enforcement Agency and/or LEAO shall promptly provide notice to the PBCSD School Safety Specialist no later than 24 hours after the arrest, dismissal for misconduct, discipline, or event, so that the PBCSD School Safety Specialist may make the appropriate notifications to the Palm Beach Sheriff's Office and the Office of Safe Schools as required by section 1006.12(5), Florida Statutes, which requires notification within 72 hours.
3. LEAOs will report to assigned school one-half hour prior to the start of school and will remain on campus for one-half hour after school.
4. The LEAO is to maintain a visual presence at the entrance to the school at arrival and dismissal times and shall move throughout the school during the school day, checking access/egress points and overall security of campus.

5. The LEAO will act as first responder to any acts of violence which threaten students, staff or parents on the school campus and will call for assistance when needed.

6. Non-criminal violations of student conduct are the responsibility of school administrators. The services performed by the LEAO under this Agreement are to respond to matters pertaining to student safety, not to enforce school discipline or punish students. The LEAO shall not be involved in any situation that can be safely and appropriately handled by the District's internal disciplinary procedures. Incidents involving public order offenses committed by students, including but not limited to disorderly conduct, disturbance/disruption of schools or public assembly, loitering, trespass, profanity, dress code violations and fighting that does not involve physical injury or a weapon shall be considered school discipline issues to be handled by school officials unless LEAO involvement is necessary to protect the physical safety of students or school personnel.

7. The LEAO shall communicate with students and/or parents in a language students and/or parents understand. If the LEAO representative does not speak the same language as the student/parent, the LEAO shall request from PBCSD an appropriate interpreter designated for such purposes.

8. The LEAO will cooperate and participate as necessary in the School Board's expulsion hearing process if requested by the Superintendent of Schools or his/her legal counsel.

9. LEAOs shall adhere to the Law Enforcement Agency's Standard Operating Procedures/General Orders (written policies).

10. The Law Enforcement Agency is responsible for conducting use of force investigations involving its LEAO.

11. School site administrators are responsible for all personnel at SDPBC school sites. As such, LEAOs must work cooperatively with school site administration. LEAOs must remain responsive to the chain of command within the Law Enforcement Agency and the LEAO's primary supervisor shall be designated by Law Enforcement Agency.

12. When the LEAO learns of an incident which requires him/her to take lawful action, the LEAO must report incident to SDPBCPD and school site administration immediately. School incidents garner significant media attention; therefore, it is imperative the SDPBCPD learn about such incidents from the LEAO in an expedited manner so SDPBCPD can make appropriate notification within the PBCSD. This does not preclude the LEAO from taking immediate and necessary action during exigent circumstances. The LEAO must also inform the school principal and/or designee of said action.

13. The LEAO shall wear the official Law Enforcement Agency uniform at all times while on duty at the school.

14. The LEAO agrees not to unlawfully discriminate against any student in any manner whatsoever on account of race, creed, color, age, sexual orientation, gender identity or expression, religion, handicap, national origin, or marital status.

Article III – Responsibility of SDPBCPD

The SDPBCPD will be responsible for providing a list of schools, calendar of school days and scheduled school times that require a LEAO be assigned. For purposes of this provision, authority is delegated to the PBCSD's Chief of Police, with approval of the PBCSD's Chief Operating Officer, to assign and modify, from time to time, the specific schools for which that LEA will provide LEAOs without further approval of the School Board.

To assist Law Enforcement Agency with scheduling of LEAOs, SDPBCPD will provide Law Enforcement Agency reasonable notice of schools that need coverage.

SDPBCPD is responsible for providing online orientation training that will include information pertaining, but not limited to, SDPBC policy and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to State and federal law, and for tracking online course completions, and relaying completion information to the Law Enforcement Agency, prior to LEAOs being assigned to a school.

SDPBCPD will verify invoices submitted and will submit to Accounting for prompt payment or notify Law Enforcement Agency of discrepancy within five business days of receipt.

Article IV - Confidentiality of Student Information

Law Enforcement Agency is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, Law Enforcement Agency acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

Law Enforcement Agency may receive student information. Since parental consent will not be obtained and Law Enforcement Agency has legitimate educational interests in the information, Law Enforcement Agency shall hereby be deemed a "school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached hereto and incorporated herein as Exhibit B.

Article V - Dispute Resolution

In the event of a conflict, the School Principal shall report the issue to the School Police Chief. The School Police Chief will then contact the LEAO's Chief of Police to determine a mutually agreeable resolution of the issue.

Article VI - Term of the Agreement

Such activities as described herein will commence on August 1st, 2023, or upon signature of both parties, and expire two (2) years thereafter on July 31st, 2025, and thereafter upon consent of both parties, may be renewed for a one-year term, for up to three additional years.

Article VII - Entire Agreement

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on

either party as a warranty or otherwise, except as expressly set forth herein.

Article VIII - Governing Law; Venue

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Palm Beach County. All parties shall be responsible for their own attorneys' fees.

Article IX - Written Notice Delivery

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

The address for the Law Enforcement Agency for all purposes under this agreement and for all noticed hereunder shall be:

Law Enforcement Agency: Boynton Beach Police Department
Attn: Chief Joseph DeGiulio
2100 High Ridge Road
Boynton Beach, FL 33426

With a copy to: Michael D. Cirullo, Jr., City Attorney
Goren Cherof Doody & Ezrol, P.A.
3099 East Commercial Blvd., Ste. 200
Ft. Lauderdale, FL 33308

The addresses for The School Board for all purposes under this agreement and for all noticed hereunder shall be:

The School Board: The School Board of Palm Beach County, Florida
Fulton-Holland Educational Services
Center Attn: Michael J. Burke,
Superintendent 3300 Forest Hill Blvd.,
Suite C-316
West Palm Beach, Florida 33406

With a copy to: The School Board of Palm Beach County, Florida
Fulton-Holland Educational Services Center
Palm Beach County School District Police Department
Attn: Sarah J. Mooney, Chief of Police
3300 Forest Hill Blvd., Suite C-110
West Palm Beach, Florida 33406

With a copy to: The School Board of Palm Beach County, Florida
Fulton-Holland Educational Services Center
The Office of General Counsel
Attn: Shawntoyia Bernard, Esq.
3300 Forest Hill Blvd., Suite C-331
West Palm Beach, Florida 33406

Article X - Indemnification and Duty to Defend

Subject to the limitations of Florida Statutes Section 768.28, the City of Boynton Beach agrees to indemnify, hold harmless, and defend PBCSD from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or negligent acts of the Law Enforcement Agency and/or its LEAOs arising out of or in connection with the provisions of this agreement.
Subject to the limitations of Florida Statutes Section 768.28, PBCSD agrees to indemnify, hold harmless, and defend the City of Boynton Beach from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or negligent acts of the PBCSD arising out of or in connection with the provisions of this agreement

Article XI - Waiver of Subrogation

In the event of loss, damage or injury to Law Enforcement Agency and/or the Law Enforcement Agency property, Law Enforcement Agency shall look solely to any insurance or self-insurance in its favor without making any claim against the School Board. Law Enforcement Agency hereby waives any right to subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of Law Enforcement Agency's insurance or self-insurance, and on behalf of itself and its insurer, waives all such claims against PBCSD.

In the event of loss, damage or injury to PBCSD and/or the PBCSD property, PBCSD shall look solely to any insurance or self-insurance in its favor without making any claim against the City of Boynton Beach. PBCSD hereby waives any right to subrogation against the City of Boynton Beach for loss, damage or injury within the scope of PBCSD's insurance or self- insurance, and on behalf of itself and its insurer, waives all such claims against the City of Boynton Beach.

Article XII - Worker's Compensation

Law Enforcement Agency must comply with Chapter 440, Florida Statutes, worker's compensation and Employees' Liability Insurance with minimum statutory limits. Law Enforcement Agency waives all rights against PBCSD and its agents, officers, directors and employees for recovery of claims for bodily injury to the extent these injuries are covered by the workers' compensation.

Article XIII - Public Records Compliance

Law Enforcement Agency shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the PBCSD in order to perform the services to under this Agreement.

b. Upon request from the PBCSD's custodian of public records, provide PBCSD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Law Enforcement Agency does not transfer the records to PBCSD.

d. Upon completion of the Agreement, transfer, at no cost, to PBCSD all public records in possession of Law Enforcement Agency or keep and maintain public records required by PBCSD to perform the service. If Law Enforcement Agency transfers all public records to the Board upon completion of the Agreement, Law Enforcement Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Law Enforcement Agency keeps and maintains public records upon completion of the Agreement, Law Enforcement Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to PBCSD, upon request from PBCSD's custodian of public records, in a format that is compatible with the information technology systems of PBCSD.

Failure of Law Enforcement Agency to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

IF LAW ENFORCEMENT AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAW ENFORCEMENT AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

In the event the Law Enforcement Agency receives a Public Records Request, within three (3) days of receipt, the Law Enforcement Agency shall forward the request and any responsive documents to PBCSD's Public Records Department at **PUBLICRECORDS@PALMBEACHSCHOOLS.ORG** and PBCSD will respond to the requestor.

Article XIV - Inspector General

In the event this agreement involves a purchase in accordance with Policy 6.14, Law Enforcement Agency agrees and understands that the PBCSD's Office of the Inspector general ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by Law Enforcement Agency with regard to the Agreement. Law Enforcement Agency's employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance with the Inspector General in locating assets and obtaining

records and documents as needed for investigation or audit relating to the Agreement. Furthermore, Law Enforcement Agency understands, acknowledges and agrees to abide by School Board Policy 1.092.

Article XV - Waiver of Jury Trial

Each of the parties hereto hereby knowingly, voluntarily, and intentionally waives the right either of them may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this agreement.

Article XVI - Termination

Each party reserves the right to terminate this Agreement without cause by giving one-hundred eighty (180) days written notice to the other party. Notwithstanding the previous sentence, PBCSD may, with fourteen (14) days written notice to LEAO, assume full responsibility for providing security at specific schools and Law Enforcement Agency shall be relieved of the obligation to provide a LEAO for the specific school. If the Agreement is terminated for convenience as provided herein, PBCSD will be relieved of all obligations under said Agreement and PBCSD will only be required to pay that amount of the Agreement actually performed to the date of termination.

REMAINDER OF PAGE LEFT BLANK

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA	FOR THE CITY OF BOYNTON BEACH
BY: Frank A Barbieri 7/19/23 Frank A. Barbieri, Jr. Chairman Date BY: 7/14/23 Michael J. Burke Date Superintendent of Schools or Designee	BY: Daniel Dugger Date City Manager BY: 5/23/23 Ty Penserga Date Mayor BY: 05/25/23 Joseph DeGiulio Date Chief of Police
SUBMITTED BY: 06/06/2023 School Police Department Date Chief of Police **APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD** 06/27/23 Office of General Counsel Date	**APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY** 5/24/23 Michael D. Cirullo, Jr., City Attorney Date CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA Attest 5/24/2023 Maylee De Jesus, MMC, Clerk Date

EXHIBIT A – RATE SCHEDULE

EXHIBIT B – PBSD FORM 2220 Contract/Agreement Addendum Concerning Student Information

EXHIBIT A
RATE SCHEDULE

Hourly cost of LEO's provided by City of Boynton Beach to PBCSD: $120.00.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Contract/Agreement Addendum Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated, _____ between the school *(named below)* or The School Board of Palm Beach County, Florida *(named below)* and Vendor/Partner *(named below)*.

School or School Board The School Board of Palm Beach County, Florida

Vendor or Partner Boynton Beach Police Department

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the Vendor's/Partner's signature below, the School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Receiving Party") as an "other school official" for the purpose of receiving limited personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, because the School Board recognizes the Receiving Party has a legitimate educational interest in receiving this information in order to fulfill the Receiving Party's responsibilities for the school or School Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving personally identifiable information from education records of students, the Receiving Party warrants and agrees that the Receiving Party:

1. will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Receiving Party's duties and/or services under the Contract. The School Board has determined that the Receiving Party has a legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school attending, etc. (indicate fields of data requesting below); and

   Name, grade-level, school attending, disciplinary information and other identifiable information as necessary to provide the services under this Agreement, as determined by the School Board.

2. will limit the access to personally identifiable information from education records of students to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to fulfill the Receiving Party's responsibilities under the Contract); and
3. shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
4. is under the direct control of the School Board with respect to the use and maintenance of education records; and
5. is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Receiving Party may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Receiving Party may use the information, subject to the limitations described in paragraph 2 above, but only for the purposes for which the disclosure was made; and
6. shall comply with the requirements of the Family Educational Rights and Privacy Act (FERPA), its implementing regulations, Section 1002.22, Florida Statutes, the Protection of Pupil Rights Amendment (PPRA), and the Children's Online Privacy Protection Act (COPPA), 15 USC ss 6501-6506, and its implementing regulations, and shall not use any of the personally identifiable information from education records of students that is received pursuant to this Addendum in violation of any applicable federal or state law, rule, regulation, or School Board policy. The personally identifiable information must not be used for any other purpose other than the purposes outlined in the Contract/Agreement. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. The Receiving Party must not share or sell a student's personally identifiable student information for commercial purposes without providing parents a means to consent or disapprove; and
7. will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Receiving Party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the School Board in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Receiving Party agrees to share its incident response plan with the School Board upon request. The Receiving Party must maintain and revise its incident response plan to ensure that it is in a ready state at all times; and
8. will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, unless the information in the possession of the Receiving Party constitutes a "record copy" required to be retained by the School District's Records Retention Schedule (available online at the District's Records Management website, http://www.palmbeachschools.org/records), in which case the Receiving Party will return the information to the School Board rather than disposing of it.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal Name of the Receiving Party *(Vendor/Partner)*	The School
Boynton Beach Police Department	The School Board of Palm Beach County, Florida
Vendor or Partner	For the School Board of Palm Beach County, Florida
05.16.23	7/19/23
Signature of person having authority to enter legally binding agreements on behalf of Receiving Party. — *Date*	*Signature of person having authority to enter legally binding agreements on behalf of the School or The School Board of Palm Beach County, Florida.* — *Date*

PBSD 2220 (Rev. 10/27/2022) ORIGINAL - attach to contract Exhibit # B

RESOLUTION NO. R23-058

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO SIGN A SECURITY AGREEMENT AND ADDENDUM CONCERNING "STUDENT INFORMATION", BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH WHICH PROVIDES BOYNTON BEACH POLICE OFFICERS AT DESIGNATED SCHOOLS WITHIN THE CITY OF BOYNTON BEACH WHILE THE SCHOOL DISTRICT WORKS TO HIRE ADDITIONAL FULL-TIME SCHOOL POLICE OFFICERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in light of the Marjory Stoneman Douglas High School tragedy and the enactment of amendments to Florida Statute 1006.12 Safe -school officers at each public school on March 9, 2018, it is the intent of both parties to work collaboratively to ensure a law enforcement presence at each District-operated Palm Beach County school; and

WHEREAS, the Boynton Beach Police Department commits to providing Law Enforcement Agency Officers (LEAO) at schools, through the use of extra duty assignments, while the School District of Palm Beach County Police Department (SDPBCPD) works to hire additional full-time school police officers to staff a minimum of one School Police Officer at every non-charter District-operated school; and

WHEREAS, this agreement is intended to be temporary in nature until the school district can hire full-time Officers; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the proper City officials to sign a Security Agreement and Addendum concerning "Student Information", between The School Board of Palm Beach County and the City of Boynton Beach which provides Boynton Beach Police Officers at designated schools within the City of Boynton Beach while the School District works to hire additional full-time school Police Officers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the proper City officials to sign a Security Agreement and Addendum concerning "Student Information", between The School Board of Palm Beach County and the City of Boynton Beach which provides Boynton Beach Police Officers at designated schools within the City of Boynton Beach while the School District works to hire additional full-time school Police Officers. A copy of the Agreement and Addendum are attached hereto and made a part here as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 16th day of May, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Commission Meeting Minutes.

Requested Action: Approve minutes from the March 18, 2025 City Commission Meeting.

Explanation of Request: The City Commission met on March 18, 2025, and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

How will this affect city programs or services? A record of the actions taken by the City Commission will be maintained as a permanent record.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget from this item.

Attachments:
City Commission Minutes March 18, 2025.docx

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, March 18, 2025, at 6:00 P.M.

Present:

Mayor Ty Penserga
Vice Mayor Aimee Kelley
Commissioner Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Thomas Turkin

Daniel Dugger, City Manager
George Lagos, Senior Asst. City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order

Mayor Penserga called the meeting to order at 6:03 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll.

Invocation by Commissioner Woodrow Hay.

Invocation was given by Commissioner Hay.

Pledge of Allegiance to the Flag led by Commissioner Woodrow Hay.

The Pledge of Allegiance was led by Commissioner Hay.

City Clerk De Jesús announces the results of the certification of the Supervisor of Election's Office from the March 11, 2025 Municipal Election.

City Clerk De Jesús announced the results of the certification of the Supervisor of Election's Office from the March 11, 2025 Municipal Election.

Swearing in of Incumbent Angela Cruz, as Commissioner District I, by City Clerk De Jesús.

City Clerk De Jesús swore in Incumbent Angela Cruz, as Commissioner District I.

Swearing in of Incumbent Thomas Turkin, as Commissioner District III, by Judge Lourdes Casanova, 15th Judicial Circuit Court Judge.

Judge Casanova swore in Incumbent Thomas Turkin, as Commissioner District III.

Commissioner Turkin stated that he is deeply grateful for this election. He thanked his family and residents for supporting him in this election. He welcomed the new Mayor and said that he looks forward to working with the Commission moving forward. He said that he is thankful and ready to get back to work.

Swearing in of Rebecca Shelton, as Mayor, by Judge James Martz, 15th Judicial Circuit Court Judge.

Judge Martz swore in Mayor Rebecca Shelton as Mayor.

Mayor Rebecca Shelton stated that she is humbled and ready to serve. She spoke about the history she has had in the community, and about being the first female elected Mayor in 32 years. She thanked the residents and her family for their support.

Present Plaque to Ty Penserga.

Vice Mayor Kelley presented a plaque to Mayor Ty Penserga for his years of service with the City.

Mayor Shelton outlined public comments moving forward.

Agenda Approval:

1. Additions, Deletions, Corrections

Vice Mayor congratulated Mayor Shelton and Commissioner Turkin.

Commissioner Turkin stated that he would like to bring back a discussion for residency requirements for elected office for the next agenda; discussion regarding a waiver provision for advisory boards, to allow members to continue serving after their terms; establish a charter committee review board, for the City Charter; and a discussion regarding a code enforcement review board and beautification Board.

Motion:

Commissioner Turkin moved to approve the agenda, as amended. Commissioner Hay seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

No member of the City Commission had informational items.

3. Announcements, Community and Special Events and Presentations

A. Proclamation- Women's History Month.

Vice Mayor Kelley highlighted the women who have served on the Commission as a Mayor in the past. She read the proclamation into the record.

Takida King Peng, Women's Foundation of Florida, thanked the City for acknowledging Women's History Month.

Ashley Cacicedo Surdovel, Women's Chamber of Commerce of Palm Beach County, thanked the City for their support and stated that tomorrow they are celebrating the 29th Giraffe Awards.

4. Public Audience

Rick Maharaj, Boynton Beach Chamber of Commerce, stated that he represents the community. He mentioned that "we the people spoke" in regards to the election. He thanked Commissioner Turkin for his service to our Country and City, and to Commissioner Cruz for her commitment to the City. He spoke about how important local government is, and what it means to work for the City.

Mack McCray congratulated the newly elected officials. He said that the new Mayor is going to make some mistakes, but she is going to learn from mistakes. He spoke about the workers making us look good, and that to please stay engaged to the residents.

Cindy Falco de Corrado stated that it is a breath of fresh air to see the new Mayor up there. She spoke about "LIFT" which is limited governance and spoke about previously being under a communistic regime.

David Katz stated that the results were fantastic for people. He mentioned some alleged things that have happened with the candidates.

Al Miccarelli stated that he would like to address the Boynton Beach Tennis community and said that tennis was taken away from them. He mentioned that the tennis courts were taken down for several months and have limited upgrades.

Susan Oyer congratulated the first female Mayor in over 30 years, and that she is the 4th female Mayor. She congratulated Commissioners Cruz and Turkin on their wins. She stated that she looks forward to transparency of the City, and working towards goals. She said that we need to work on better height requirements and tree issues within the City.

Darcel Streeter spoke about being the new Executive Director of Women's Circle, and spoke about the program, which is a center of women's education and development. She spoke about impacting thousands of women over the years. She invited everyone to visit them.

Tom Warnkey spoke about moving here when he was eight years old and congratulated

the newly elected officials. He stated that it is high time that women run the Commission and that one should be President. He spoke about the upcoming 100th Anniversary of the Meisner Building. He noted that he was the CRA Liaison for “Move Andrews House” and said that the project needs to go forward.

Tom Isabella congratulated the newly elected officials. He spoke about his past in NY and the City of Boynton Beach. He gave kudos to the City Managers that have helped his community to make it better. He said that Commissioner Turkin has helped out the community, even when nobody was looking. He mentioned that he loved Mayor Shelton's speech, and that he looks forward to working with the Commission.

Vice Mayor Kelley noted that there is one person online.

Alan Ables stated that he would like help, because he would like to have the Boynton Beach Leash Law enforced, and that there are two dangerous dogs that are always loose. He spoke about violations that are not being enforced.

5. Administrative

A. City Commission to appoint a Vice Mayor to serve until March 2026.

Motion:

Commissioner Kelley moved to approve Woodrow Hay as the Vice Mayor to serve until March 2026. Commissioner Turkin seconded the motion. The motion passed unanimously.

Commissioner Cruz requested information about the charter and term limits for Vice Mayor.

B. Advisory Board Appointments.

Motion:

Commissioner Cruz moved to approve Margaret Roberts as the Regular Member of the Art Advisory Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:

Commissioner Turkin moved to approve Gregory Hartman as the Regular Member of the Art Advisory Board. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:

Vice Mayor Hay moved to approve Margaret Newton as the Regular Member of the Art Advisory Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:

Mayor Shelton moved to approve Mikaela McLaughlin as the Regular Member of the Art Advisory Board. Commissioner Cruz seconded the motion. The motion passed unanimously.

Motion:

Commissioner Kelley moved to approve Breion Moses as the Alternate Member of the Art Advisory Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:

Commissioner Kelley moved to approve Alexandria Lopresto as the Regular Member of the CRA Advisory Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:

Commissioner Cruz moved to approve Lesha Roundtree as the Regular Member of the CRA Advisory Board. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:

Vice Mayor Hay moved to approve Courtlandt McQuire as the Regular Member of the CRA Advisory Board. There was no second. Motion died due to lack of a second.

Motion:

Vice Mayor Hay moved to approve Angela Troyanowski as the Regular Member of the CRA Advisory Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:

Commissioner Kelley moved to approve Lori Wilkinson as the Regular Member of the Education and Youth Advisory Board. Commissioner Cruz seconded the motion. The motion passed unanimously.

Motion:

Commissioner Cruz moved to approve Isabella Acosta as the Regular Member of the

Education and Youth Advisory Board. Vice Mayor Hay seconded the motion. The motion passed unanimously.

Motion:

Vice Mayor Hay moved to approve Kristopher Kenny as the Regular Member of the Education and Youth Advisory Board. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:

Commissioner Cruz moved to approve Jasper Pastorius as the Alternate Member of the Recreation and Parks Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:

Mayor Shelton moved to approve Ann Cwynar as a Regular Member of the Senior Advisory Board. Commissioner Turkin seconded the motion. The motion passed unanimously.

Motion:

Vice Mayor Hay moved to approve James Czizik as a Regular Member of the Senior Advisory Board. Commissioner Cruz seconded the motion. The motion passed unanimously.

C. Ratify Affordable Housing Advisory Committee Board Chair and Vice-Chair.

Motion:

Commissioner Kelley moved to ratify the selection of Kerry Clinton as Chair, and Tara Okler as Vice Chair, to the Affordable Housing Advisory Committee Board. Commissioner Cruz seconded the motion. The motion passed unanimously.

D. Community Support Funds.

Motion:

Commissioner Cruz moved to approve Community Support Funds to Pathways to Prosperity, from Commissioner Hay, in the amount of $1000. Commissioner Turkin seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Approve the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities under $100,000 as described in

the written report for March 18, 2025 - "Request for Extensions and/or Piggybacks."

B. Proposed Resolution No. R25-053- Approve Amendment No. 1 to Contract No. CS24-053 and change All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting business name to Peoples Choice Painting, LLC d/b/a All Counties Painting.

C. Proposed Resolution No. R25-054- Approve Amendment No. 1 to amend Contract No. CS24-053 for the Citywide Painting & Coating Services and change the business name from Mario's Painting and Services, Inc. to Mario's Painting and Construction, Inc.

D. Proposed Resolution No. R25-055- Approve the auction of the vehicles/equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneer JJ Kane Auctioneers piggybacking Sourcewell RFP 110421.

E. Proposed Resolution No. R25-056- Approve a Purchase Order to Robert Half International, Inc. to provide Temporary Staffing, Direct-Hire, and Other Employer Services to the City on an as-needed basis in an amount not to exceed $100,000.

F. Proposed Resolution No. R25-057- Approving an Amendment to an Agreement for Public Relations Services, Event Management, and Event Marketing between the City and Zucker Media Group, LLC increasing the fee payable by $679.35 for a new total payment amount not to exceed $50,678.35.

G. Proposed Resolution No. R25-058- Approve the renewal and purchase of insurance policies for flood insurance coverage with Wright Flood for the policies with effective dates of March 6, 2025.

H. Proposed Resolution No. R25-059- Adopting the 2024 Affordable Housing Advisory Committee Housing Incentives Report and providing an effective date.

I. Proposed Resolution No. R25-060- Approve a temporary On-The-Job Training Agreement with Florida Division of Vocational Rehabilitation.

J. Proposed Resolution No. R25-061- Ratifying the City's application for the Florida Department of Law Enforcement (FDLE) Online Sting Operations Grant Program, and if awarded, authorize the City to accept the Grant and authorizing the Mayor or Chief of Police to sign all documents associated with the Grant subject to the approval of the City Attorney.

K. Proposed Resolution No. R25-062- Approve the release of Performance Bond

No. SU1122232 in the amount of $540,662 for the completion of construction work and required public improvements associated with Raising Cane's Restaurant.

L. Proposed Resolution No. R25-063- Approve the Amendment to the Parking Lease Agreement for the North Garage between the City and Boynton Beach Town Center Apartments, LLC and approve the Amendment to the Parking Lease Agreement for the South Garage between the City and Boynton Beach Town Center Apartments, LLC.

M. Proposed Resolution No. R25-064- Approve and authorize the Mayor to execute the Interlocal Agreement between Palm Beach County and the City of Boynton Beach to re-determine, re-adopt, and ratify the existing distribution formula for the six (6) cent Local Option Fuel Tax.

N. Proposed Resolution No. R25-065- Approve the final ranking for RFP No. PLDEV25-011R Comprehensive Plan Review Professional Services (Consultant) as recommended by the evaluation committee and allow negotiations to begin with the top-ranked proposer Chen Moore and Associates, Inc., and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Kimley-Horn and Associates, Inc.

O. Proposed Resolution No. R25-066- Approve the issuance of a Purchase Order to Stryker Medical ProCare Services, a Sole Source vendor and the original equipment manufacturer of Stryker Medical, for parts and equipment maintenance for four years, with an expenditure of $81,931.52, and authorize the Mayor to sign a vendor proposal.

P. Proposed Resolution No. R25-067- Amending the FY2024-25 Capital Improvement Budget to adjust budgeted appropriations and revenue sources and provide spending authority for the Galaxy Park Field Lighting Project in the amount of $567,482.

Q. Proposed Resolution No. R25-068- Approve the "Villages at East Ocean Avenue Plat 1" record plat in association with the Villages at East Ocean North project, on the condition that the City Engineer has certified the plat.

R. Commission Meeting Minutes.

Motion:

Vice Mayor Hay moved to approve the consent agenda. Commissioner Turkin seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases over $100,000

A. Approve the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for March 18, 2025 - "Request for Extensions and/or Piggybacks."

B. Proposed Resolution No. R25-069- Approve an annual expenditure increase to the service agreement with Catalis Payments, LLC for billing, mailings, electronic bill presentment, and payment for an updated expenditure of $420,000 per year.

C. Proposed Resolution No. R25-070- Approve the Piggyback Agreement with The Ware Group, LLC d/b/a Johnstone Supply, LLC for the purchase of HVAC equipment, parts, supplies (OEM), and services, piggybacking Palm Beach County (PBC) IFB #18-091/HS Contract #18091, with an annual total not to exceed $150,000.

D. Proposed Resolution No. R25-071- Approve a Piggyback Agreement with Dana Safety Supply, Inc. for the purchase and installation of emergency equipment on an "as-needed basis" for all City of Boynton Beach Departments, with an annual expenditure of $470,000, utilizing the Bradford County Sheriff Contract No. BCSO219-01, which expires on July 14, 2029.

E. Proposed Resolution No. R25-072- Approving a piggyback contract with Konica Minolta Business Solutions U.S.A., Inc. piggybacking the NASPO 187962 & State of Florida Contract #44100000-24-NASPO-ACS that expires on July 31, 2026, for Multi-Function Devices, Copiers, and Related Software and Services Citywide for an annual expenditure of $120,000.

F. Proposed Resolution No. R25-073- Approve a Piggyback Agreement between the City and Cellco Partnership dba Verizon Wireless for City-wide Mobile Communications Services and high-speed wireless data services in an amount not to exceed $630,000 per year, utilizing the State of Florida Contract with Verizon Wireless (Contract No. DMS-19/20-006C). This amount includes all departments and divisions within the City that currently use Verizon Wireless.

G. Proposed Resolution No. R25-074- Approve a Piggyback agreement between the City of Boynton Beach and Carahsoft Technology Corp. to piggyback NASPO contract 43230000-NASPO-16-ACS in an amount not to exceed $250,000 per year to procure technology hardware and software from BlueAlly Technology Solutions and other authorized resellers as needed.

H. Proposed Resolution No. R25-075- Approve Task Order No. GESUT-1G-01-25 with EXP U.S. Services, Inc., to develop the Citywide Adaptation Plan funded by the Resilient Florida Program in an amount not to exceed $300,000.

I. Proposed Resolution R25-076- Approve the First Amendment to the Agreement between South Florida Emergency Vehicles, LLC for the purchase of parts, equipment, maintenance, and repair of Sutphen Fire trucks and ambulances increasing the annual expenditure from $100,000 to $200,000.

J. Proposed Resolution No. R25-077- Approve a Cooperative Acceptance Agreement with Cintas Corporation No. 2 and issue Purchase Orders to Cintas Corporation No. 2 by piggybacking OMNIA cooperative contract, number 00129, which expires May 31, 2028, to provide Workplace Solutions to the City of Boynton Beach on an as-needed basis for an annual expenditure of $65,000.

K. Proposed Resolution No. R25-079- Approve the First Amendment to an Agreement between the City and CentralSquare Technologies, LLC for CentralSquare Solutions extending the Agreement through March 31, 2026, and establishing the fee during the renewal term to an amount not to exceed $269,943.78.

L. Proposed Resolution No. R25-080- Approval of a Piggyback Agreement between the City and International Sweeping, Inc. d/b/a Facilities Pro-Sweep for Street Sweeping Services in an amount not to exceed $200,000 per year.

Motion:

Commissioner Turkin moved to approve the Consent Bids and Purchases over $100,000. Vice Mayor Hay seconded the motion. The motion passed unanimously.

8. Public Hearing - None

9. City Manager's Report - None

10. Regular Agenda

A. Discussion on additional paving in fiscal year 24-25.

Commissioner Turkin stated that he brought this forward because this is a Citywide issue, specifically Chapel Hill, and he would like to see them get a return.

Kevin Ramsey, Public Works Director, spoke about the following regarding Pavement Management: Golfview Harbor; Chapel Hill; Meadows neighborhoods (South); and SE 3rd Street.

Commissioner Turkin asked if this is an F rated street.

Mr. Ramsey confirmed that it is an F rated street.

Mr. Ramsey continued his presentation as follows: Martin Luther King Jr. Boulevard; and Asset Summary.

Vice Mayor Hay asked what the impact of this is, in terms of pushing it.

Andrew Mack, Deputy City Manager, spoke about working on getting grants to work this in and rolling green as well. He stated that they are working on MLK Boulevard for this round, and then the next one will have more areas.

City Manager Dugger spoke about the Ocean Parkway paving occurring in District II, which received a good amount of funding.

Commissioner Kelley spoke about the County's plan to transition to the surtax and asked if we have heard anything from the County.

City Manager Dugger stated that they have had conversations with County counterparts and that the numbers that he saw was almost double the amount of monies received for roads and paving, and that they are working on the mobility fee from the County as well.

Deputy City Manager Mack stated that the County is working on their Master plan and that they are hoping the report would be issued within a year, which would be the basis for the referendum.

City Manager Dugger stated that this is what they are waiting on, and that the County wants to know what the priorities are for each municipality.

Commissioner Kelley asked if they have the funding earmarked for this or if they need direction.

Deputy City Manager Mack said that they will be doing budget amendments, as they bring the Task Orders back.

City Manager Dugger stated that Mr. Ramsey has reached out to the Commission to get the geographical areas that they are the most concerned about. He mentioned that when the City does their paving projects, and they do their assessments, they sometimes come in under budget.

Commissioner Turkin asked what the City needs.

Deputy City Manager Mack asked for consensus on what was proposed, and each task order will come back with the budget, as proposed.

There was consensus from the Commission.

City Manager Dugger spoke about the budget, broken up equally between districts.

Commissioner Turkin spoke about gaps between what was proposed.

B. Proposed Resolution No. R25-078- Approve the Waiver of Procurement Procedures exemption and authorize the purchase of two (2) ADA-compliant five-station portable restroom trailers from Elk Creek Trailers for an amount not to exceed $139,460.

Gail Mootz, Real Estate and Special Projects Manager, spoke about the ADA Compliant restroom trailers, and mentioned the company and what their cooperative model is. She mentioned the procurement process that they went through for this, and what the bids were that were submitted. She said that the City will be reimbursed 100% for these trailers and said that she would like to have the purchase policy waived for this item.

Commissioner Kelley asked about permanently adding more bathrooms at the amphitheater.

Deputy City Mack stated that there is room to build bathrooms, which would be a smaller footprint, and said that they we could engage these and then speak about a more permanent fixture, if needed in the future.

Commissioner Kelley spoke about possibly adding this to the future CIP, if we need it, or scrap it if we do not need it.

Deputy City Manager Mack stated that they can look at that, and mentioned that these can be moved, as needed, but that one will be permanently at the amphitheater.

Commissioner Cruz stated that she agrees, that we deserve a permanent structure at the amphitheater, especially if we are paying this amount of money. She mentioned working on a plan for a permanent structure.

Commissioner Turkin stated that we need to look into fixing our current bathrooms in other places, before we spend money on something new. He mentioned that we need to do a better job at maintaining the bathrooms at a lot of our parks.

Vice Mayor Hay said that he would like to have the Ethics Conduct addressed for this Board at the next meeting.

Deputy City Mack stated that this could be tabled if they would like.

Commissioner Cruz said that this is our City Hall, and we should have a permanent full structure at the amphitheater and would like to know how much it would be.

Deputy City Manager Mack stated that it would be more than $100K for a permanent bathroom.

Commissioner Kelley stressed that we are in need of bathrooms now.

Motion:

Vice Mayor Hay moved to approve Resolution No. R25-078. Commissioner Turkin seconded the motion. The motion passed unanimously.

11. Future Agenda Items

A. Appoint Mayor and Commissioners as representatives to various boards. **- April 1, 2025**

B. Discuss and provide an update on Fire Station #3, to also include a State of the Fire Department.**- April 1, 2025.** Requested by Vice Mayor Kelley.

C. Discussion regarding taking a Legislative Summer Break. **- April 1, 2025.** Requested by Vice Mayor Kelley.

D. Discussion on Animal Control position in Police Department. **- April 1, 2025** Requested by Vice Mayor Kelley.

E. First Reading of an ordinance to amend the City's Land Development Regulation regarding standards for Artificial Turf.**- April 15, 2025.** Requested by Commissioner Turkin.

F. First Reading of an ordinance to amend the City's Land Development Regulation regarding expanding the uses of Public Art Fees**.- April 15, 2025.** Requested by Commissioner Turkin.

G. First Reading of an ordinance regarding construction hours near residential locations and decibel levels .**- April 15, 2025**. Requested by Commissioner Cruz.

H. Discussion regarding ethics and behavior of the Commission. - **TBD** Requested by Commissioner Hay.

I. Discussion regarding fluoride in the water. **– TBD**. Requested by Commissioner Hay.

J. Discussion regarding the City's Comprehensive Plan.- **TBD.** Requested by Commissioner Cruz.

K. Discussion regarding Citywide Master Plan to light up the City.- **TBD.** Requested by Commissioner Turkin.

L. Discussion on utility lift station upgrades and odor control – **TBD.** Requested by Commissioner Hay.

M. Discussion in regard to an additional area that might be available as a future cemetery.**- TBD.** Requested by Commissioner Hay.

N. Discussion regarding requirements for Advisory Board Appointments.**- Pending meeting with Vice Mayor Kelley.** Requested by Vice Mayor Kelley.

O. Discussion regarding Hazard Pay for Community Standards.- **Pending meeting with Commissioner Cruz.** Requested by Commissioner Cruz.

P. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz.** Requested by Commissioner Cruz.

Q. Discussion regarding combining City properties together to create senior affordable housing.**- TBD.** Requested by Commissioner Hay.

14. **Adjournment**

Motion:

Vice Mayor Hay moved to adjourn the meeting. Commissioner Kelley seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting is adjourned at 7:38 P.M.

CITY OF BOYNTON BEACH ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-091- Approve an Order Form with FLOCK Group, Inc. to purchase and maintain a Drone First Responder Program in an amount not to exceed $350,000 for the initial term utilizing the Sole Source procurement exemption.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-091.

Explanation of Request:

The request is to enter into a three year contract with FLOCK's Drone as First Responder (DFR) program. DFR uses a compact unmanned aerial vehicles (UAVs) designed for public safety operations to provide support to police officers and firefighters. Fast response is facilitated by the deployment of drones immediately upon receipt of emergency calls. Equipped with advanced technology, public safety, drones provide real-time, accurate information to reduce response times and help responders make informed decisions. DFR will not completely replace the handheld drones that are currently deployed from the field; rather, it will reduce the amount of field deployable drones.

This purchase will be made under the Sole Source Procurement Exemption, as the City currently holds a contract with this vendor, and the drone will seamlessly integrate with the City's existing technology. The Sole Source Purchase exemption permits an award for commodities, services, or construction items without competition when it is established that only one source is available. This may include, but is not limited to, repairs or additions from the original equipment manufacturer, the sole supplier in the area, a franchised or licensed distributor or service provider, or a patented or proprietary item. Any vendor identified as a sole source must provide written certification confirming their sole-source status to the City. The decision to utilize this exemption and the selection process is at the discretion of the Procurement Division, which has determined that this purchase qualifies as a sole source for the reasons outlined above.

The agreement provides for a 24-month renewal option after the initial 3-year term. If such option is exercised by the City, the annual fee would be $125,000 per year.

How will this affect city programs or services?

Drone as First Responder (DFR) program uses unmanned aerial vehicles (UAVs) to respond

to emergencies day or night. DFRs serve as the first line of response, arriving quickly at the scene of various incidents, including but not limited to in progress crimes, road accidents, fires, water rescues and public events. DFR programs can improve response times, increase safety, and reduce the use of force. DFR will work with the current operating system in the Police RTCC (FLOCK OS) that will allow the DFR footage to be streamed seamlessly into the RTCC. The DFR will be used for both Police and Fire operations. This drone system will allow first responders to reach most locations in under 90 seconds.

Budgeted Item: Yes

Account Line Item and Description: 103-2110-521-64-02 Drones (PD)
001-2210-522-46-91 (FD)

Fiscal Impact:

The first year of the contract is for FY 2025/26, at an annual cost of $100,000 split 50/50 by Police and Fire. The second year will require a 25 percent increase to $125,000 and the third year will remain the same as year two at $125,000.

3yr $350,000: $100,000/125,000/125,000

Attachments:
R25-091 Agenda_Item_2846-2025_Resolution_for_Flock_Drone_purchase.docx
Exhibit A to Resolution - Boynton Beach PD -Flock Safety - DFR '25 - Law Enforcement Agreement - .pdf
Exhibit A - Addendum-All Short Form Terms 1.30.pdf
DFR sole source.pdf
R23-115 (Read-Only) Flock Master Agreemet.pdf
DFR Compliance Statement - Flock Aerodome UAS.pdf

RESOLUTION NO. R25-091

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN ORDER FORM WITH FLOCK GROUP, INC. TO PURCHASE AND MAINTAIN A DRONE FIRST RESPONDER PROGRAM IN AN AMOUNT NOT TO EXCEED $350,000 DURING THE INITIAL 3-YEAR TERM UTILIZING THE SOLE SOURCE PROCUREMENT EXEMPTION; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Drone as First Responder ("DFR") program uses compact unmanned aerial vehicles (UAVs) designed for public safety operations to provide support to police officers and firefighters. Fast response is facilitated by the deployment of drones immediately upon receipt of emergency calls. Equipped with advanced technology and public safety, drones provide real-time accurate information to reduce response times and help responders make informed decisions. DFR will not wholly replace the handheld drones that are currently deployed from the field; instead, it will reduce the amount of field deployable drones; and

WHEREAS, the City desires to purchase Flock Safety Platform, Flock Safety Drone Hardware Services from Flock Group, Inc. for an initial term of thirty-six (36) months in an amount not to exceed $350,000; and

WHEREAS, the Agreement provides for a renewal term of twenty-four (24) months at a rate of $125,000 per year; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Order Form with Flock Group, Inc. to purchase and maintain a Drone First Responder Program in an amount not to exceed $350,000 during the initial term utilizing the Sole Source procurement exemption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Order Form between Flock Group, Inc. and the City for the purchase of Flock Safety

Platform, Flock Safety Drone Hardware Services, for an initial term of thirty-six (36) months in an amount not to exceed $350,000 (the "Order Form"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Order Form, and any documents necessary to exercise the renewal option. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The Mayor-executed Order Form shall be forwarded to Christine Miner to obtain execution by Flock. Christine Miner shall be responsible for ensuring that one fully executed is returned to the City and provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Flock Safety + FL - Boynton Beach PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jake Downs
jake.downs@flocksafety.com
5854146554

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	FL - Boynton Beach PD	Initial Term:	36 Months
Legal Entity Name:	FL - Boynton Beach PD	Renewal Term:	24 Months
Accounts Payable Email:	bonafairj@bbfl.us	Payment Terms:	Net 30
Address:	2100 High Ridge Road Boynton Beach, Florida 33426	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$125,000.00**
Flock Safety Drone Hardware and Services			
Flock Safety DFR 2.0 - 200ft	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$100,000.00
Discounts:	$75,000.00
Estimated Tax:	$0.00
Contract Total:	$350,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

• This Order Form, including any pricing quoted herein, is valid until March 31, 2025. After this date, this offer shall be considered null and void unless re-offered at the sole discretion of Flock Safety.

• Hardware Loss or Damage: Flock retains ownership of all Flock Hardware. In the event of loss or damage to Flock Hardware not caused by the Customer's negligence or willful misconduct, Flock shall replace the hardware at no additional cost to the Customer. Customer shall promptly notify Flock of any such loss or damage." Drone Dock Warranty: "The drone dock, including all associated hardware and software, is included in the Flock Hardware warranty. In the event of a malfunction of the drone dock, Flock will replace the malfunctioning dock at no cost to the Customer.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At 10/01/2025	$100,000.00
Annual Recurring after Year 1	$125,000.00
Contract Total	$350,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00
Flock Safety Drone Hardware and Services	$100,000.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety DFR 2.0 - 200ft	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes drone, camera, batteries, battery-swapping dock, 200ft ceiling with ADS-B. Software includes remote piloting, air traffic awareness, spectator view, mobile app, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.

FlockOS Features & Description

FlockOS Features	Description

PRODUCT ADDENDUM

UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the "**Flock Services**") and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the "Flock Hardware") listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer's error, additional spares, etc.) at Flock's then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration ("FAA") regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer's delivery address set forth in the Order Form ("Delivery Point"). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock's notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer's request, Flock will make available an employee or independent contractor pilot (each a "Pilot") to Customer for purposes of operating the Flock Hardware (hereafter the "Pilot Services") at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer's use of the Pilot Services shall not alleviate any of Customer's obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer's premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers ("**VOs**") to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("**CAD**") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: FL - Boynton Beach PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Docusign Envelope ID: E8BF03A4-5690-4EAD-AC26-D16C6AEA6A14

ADDENDUM

ADDITIONAL TERMS

The terms of this Addendum govern and control your Agreement with the City of Boynton Beach. If there is any conflict between the Agreement and this Addendum, this Addendum shall control.

PUBLIC RECORDS. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the City; and

D. Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FL, 33435
561-742-6060
CITYCLERK@BBFL.US

CONFIDENTIALITY. If the Agreement contains any confidentiality obligations, any such provisions are subject to Chapter 119, Florida Statutes mandates. The Agreement and any information provided by Contractor to the City may fall within the disclosure requirements of Chapter 119, Fla. Stat. The Contractor must clearly label and mark each page or section of any tangible documents (excluding internet-based Confidential Information) provided to the City in connection with the Agreement that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Fla. Stat. If the City receives a public records request regarding the Contractor's Confidential Information, it will notify the Contractor in writing or electronically. If the Contractor continues to assert in good faith that the information is confidential or exempt from disclosure pursuant to Chapter 119, Fla Stat., then the Contractor shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for the City to defend or justify the Contractor's position. Contractor shall indemnify and hold harmless the City for any award, damages, fines, fees, penalties, or impositions of whatsoever nature or kind and all costs and fees, including attorney's fees incurred by the City in connection with this section. Any requirements in the Agreement that require the City to destroy Confidential Information upon termination of the Agreement are hereby deemed null and void.

DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

VERIFICATION OF EMPLOYMENT ELIGIBILITY. Contractor represents that Contractor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security

Docusign Envelope ID: E8BF03A4-5690-4EAD-AC26-D16C6AEA6A14

to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, City may immediately terminate this Agreement for cause, and Contractor shall be liable for all costs incurred by City due to the termination.

PUBLIC ENTITY CRIMES ACT. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

ENTITIES OF FOREIGN CONCERN. This section shall apply if Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Accordingly, Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date or the date that Contractor or its subcontractor will have access to personal identifying information under this Agreement, Contractor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

ANTI-HUMAN TRAFFICKING. On or before the Effective Date of the Agreement, Contractor shall provide City with an affidavit attesting that the Contractor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

INVOICES AND PAYMENT. Payments of any fees due to the Contractor for services shall be conditioned on receipt of a proper invoice. Payment will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

VENUE, WAIVER OF JURY TRIAL. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

INDEMNIFICATION. Contractor shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Any provision of the Agreement that requires the City to indemnify the Contractor or any third party is hereby deleted in its entirety.

SOVEREIGN IMMUNITY. Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

By signing below, the Contractor agrees to the terms in this Addendum.

Signed by:
Mark Smith
AC5C0314454C2...

By:_____
Name: Mark Smith
Title: General Counsel
Date: 3/13/2025

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Police Dept.
Division	Adminstration
Point of Contact	A/C John Bonafair
Phone Number	561-742-6135
Vendor	
Company Name	Flock Safety
Address	1160 Howell Mill Road NW, Atlanta, GA 30318
Phone Number	866-901-1781
Point of Contact and Title	Stephen Johnston, Regional Customer Success Manager
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	NA
Product or Service	
Product/Service Name	Drone First Responder
Manufacturer	Flock Safety
Make/Model #	Flock Safety DFR 2.0
Price	See agreement
Did you negotiate the terms or prices with the vendor? ■ Yes ☐ No	
Why is this price considered to be fair and reasonable? Yes	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☐ Yes ■ No

Section B – Justification

This is a sole source because (choose any that apply):

■ Sole provider of a licensed or patented good or service

■ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

■ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

■ Single Source of factory-authorized warranty service

■ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

■ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? Please be specific.

PowerDetails is a program that has been in use by the police department for the past 15 years to manage and maintain off-duty details.

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

Susheel Tenguria Digitally signed by Susheel Tenguria Date: 2025.03.24 16:09:10 -07'00' 03-04-2025

Signature Date

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☐ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☐ to be advertised for a period of 7 business days before award.

Signature Date

RESOLUTION NO. R23-115

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A 3 - YEAR AGREEMENT WITH FLOCK GROUP INC. FOR THE FLOCK SAFETY FALCON AND FLOCK SAFETY RAVEN SYSTEMS FOR THE TOTAL AMOUNT OF $198,500; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department seeks to expand the use of ALPR technology to detect and locate vehicles used in criminal activity by entering into a three-year agreement with Flock Group Inc.; and

WHEREAS, Automated License Plate Recognition systems can automatically notify police officers the location of vehicles of interest, assist with investigations and provide critical information for successful prosecution; and

WHEREAS, this agreement will add additional fixed camera locations throughout the City and that data will be cross- referenced against multiple databases to include hotlists that will aid in investigations; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the City Manager to sign a 3 -year agreement with Flock Group Inc. for the Flock Safety Falcon and Flock Safety Raven systems for the total amount of $198,500.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission hereby approves and authorizes the City Manager to sign a 3 -year agreement with Flock Group Inc. for the Flock Safety Falcon and Flock Safety Raven systems for the total amount of $198,500. A copy of the Agreement is attached hereto as Exhibit "A."

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 5th day of September, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	Absent	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley		✓

VOTE 4-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

David N. Tolces
Interim City Attorney

S:\CA\RESO\Agreements\Agreement with Flock Group - Reso.docx

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

Flock Safety + FL - Boynton Beach PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Todd Troutman
todd.troutman@flocksafety.com
7703102987

flock safety

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	**120**	**1B+**	**<60%***
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

---

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	

Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras.
	The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint ™ technology. Search filters include:
	
	• Vehicle make
	• Body type
	• Color
	• License plates
	  ○ Partial tags
	  ○ Missing tags
	  ○ Temporary tags
	  ○ State recognition
	• Decals
	• Bumper stickers
	• Back racks
	• Top racks

National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: *California SVS* *FDLE* *FL Expired Licenses* *FL Expired Tags* *FL Sanctioned Drivers* *FL Sex Offenders* *Georgia DOR* *IL SOS* *Illinois Leads* *NCIC* *NCMEC Amber Alert* *REJIS* *CCIC* *FBI*
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition		
The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.* *Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department		
Flock Safety Falcon®LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Rage LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. *Note: Ongoing maintenance does not apply to Falcon Flex devices.*
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

flock safety

EXHIBIT A
ORDER FORM

Customer:	FL - Boynton Beach PD	Initial Term:	36 Months
Legal Entity Name:	FL - Boynton Beach PD	Renewal Term:	24 Months
Accounts Payable Email:	bonafairj@bbfl.us	Payment Terms:	Net 30
Address:	2100 High Ridge Road Boynton Beach, Florida 33426	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$65,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included
Flock Safety Audio Products			
Flock Safety Raven ® - 1mi	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$350.00	10	$3,500.00

Subtotal Year 1:	$68,500.00
Annual Recurring Subtotal:	$65,000.00
Discounts:	$3,000.00
Estimated Tax:	$0.00
Contract Total:	$198,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special terms:

• 1st payment due at signing prior to 9/30/23. Terms starts after last camera validation. Second year renewal after 10/1/2024 and/or 1 year from last camera validation. Third payment due 1 year from second year payment. Contract will sunset or need to be 1 year after third payment.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$68,500.00
Annual Recurring after Year 1	$65,000.00
Contract Total	$198,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$3,000.00

Additional Flock Devices During Term of Agreement

LPR	Unit Price
Flock Safety Falcon	$3,000
AUDIO	
Flock Safety Raven - 1 sq mile	$35,000
FLOCKOS	
Essentials Tier	Unlimited

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Raven®	An audio detection device that provides real-time alerting to law enforcement based on programmed audio events.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: DocuSigned by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 8/24/2023

Customer: FL - Boynton Beach PD

By:

Name: Daniel Dugger

Title: City Manager

Date: September 5, 2023

PO Number:

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 20 day of July 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "***Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***"Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) information that is otherwise releasable, and not exempt or confidential, under Florida law. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY, FOR: (A) LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE OR CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY;(D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY BY THIRD PARTIES OR INABILITY TO CAPTURE FOOTAGE; (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE TOTAL VALUE OF FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THE FULL TERM OF THIS AGREEMENT, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) (II) INDEMNIFICATION OBLIGATIONS THAT ARISE UNDER THE TERMS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE DUTIES THAT ARISE UNDER PARAGRAPH 9.3.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the direct damages resulting from torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees; or (iii) liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____
ATTN: _____
EMAIL: _____

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

DocuSign Envelope ID: F94BCE5D-B777-4701-8D31-24FC69F2BD51

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

flock safety

Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology™:
    - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
    - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
    - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
    - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
    - Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:
    - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
    - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
    - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
    - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
    - Utilizes motion capture to start and stop recording without the need for a reflective plate

- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:
   - One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
   - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
   - Privacy controls to enable certain vehicles to "opt-out" of being captured

4. Integrated Audio & Gunshot Detection:
   - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots

5. Live Video Integration:
   - Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
   - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
   - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety's Wing™ Suite
   - Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4

6. Partnerships:
   - Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
   - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
   - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

7. Warranty & Service:
    - Lifetime maintenance and support included in subscription price
    - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
    - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,

Garrett Langley CEO, Flock Safety

Docusign Envelope ID: C188897E-773E-4995-8A4A-02809B88238D

Flock Safety
Jake Downs
Account Executive
(585)414-6554
jake.downs@flocksafety.com
1170 Howell Mill Road NW
Ste. 210
Atlanta, GA 30318

March 6, 2025

Re: Flock Safety Unmanned Aerial Systems Compliance

All quadcopters currently being designed by Flock Safety will fully comply with Florida rule: 60GG-2.0075 “Unmanned Aerial Systems (UAS) Minimum Security Requirements”. The rule outlines tiers of drones (1,2, and 3) and the security requirements associated with each tier. For the Flock Aerodome DFR system the drones are classified as tier 3 as they collect and transmit data. For tier 3 aircraft rule 60GG-2.0075 outlines “critical components" that can not be manufactured in a covered country of concern, these include: flight controllers, radios, data transmission devices, cameras, gimbals, ground control systems, operating software, network connectivity, and data storage. All of these components/subsystems in Flock Aerodome-designed aircraft will either be built directly by Flock and our contract manufacturing partners or sourced from outside of foreign countries of concern.

Thank you,
Jake Downs

DocuSigned by:
Jake Downs
ED030C5DB2B6486...

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-092- Approving an annual service agreement with Motorola, Inc. for the continued maintenance and repair of the city's P25 radio telecommunications systems as a sole source vendor with an expenditure not to exceed $165,000 annually for the next four years.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-092.

Explanation of Request: The City maintains a radio telecommunications system that provides the Police Department, Fire Department, and other local government entities with radio communications. The Motorola company manufactured and installed our current system, which consists of computer consoles, portable radios, antennas, and operational readiness. The City has a long-standing relationship with Motorola, and this request is for an annual maintenance agreement for Motorola to provide monitoring and diagnostic service along with the replacement or repair of any defects to the infrastructure, computer equipment, radio repair, and any required upgrades. While Motorola has the option to subcontract radio maintenance to an authorized Motorola subcontractor, the communications infrastructure (consoles, repeaters, etc.) are serviced and maintained by Motorola directly. Authorized subcontractors of Motorola will not contract with entities directly as their work orders are routed through Motorola.

The annual contract amount shall not exceed $165K per year over the next four years.

This purchase is being made pursuant to the Sole Source Procurement Exemption outlined in Section X, Alternatives to Formal Sealed Bids, of the procurement policy. This section permits Sole Source Services and Purchases when it is determined that only one viable source is available. Such circumstances may include, but are not limited to, repairs or additions from the original equipment manufacturer, exclusive regional suppliers, franchised or licensed distributors, or proprietary items. The vendor has submitted the required documentation to the City, and the Procurement Division has affirmed that the documentation for this purchase meets the Sole Source Procurement Exemption criteria.

How will this affect city programs or services? This service agreement ensures that public safety and relevant local government entities can maintain radio communications which is critical to the safety of City personnel and the provision of services to the community.

Budgeted Item: Yes

Account Line Item and Description: Account Number: 001-2112-521-46-24 | Radio Repairs

Fiscal Impact: Budgeted funds have been included in the FY 2024/25 proposed budget in line item Account # 001-2112-521-46-24.

Attachments:
R25-092 Agenda_Item_2872-2025_-_Resolution_-_Motorola__Inc._-_Sole_Source.docx
Exhibit A to Resolution - Boynton Beach contract renewal 12-1-2024_.pdf
Motorola-P25-COBB-Sole_Source.pdf
Boynton Beach Sole Source Letter 3-11-2025.pdf

RESOLUTION NO. R25-092

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN ANNUAL SERVICE AGREEMENT WITH MOTOROLA, INC., A SOLE SOURCE VENDOR, TO PROVIDE CONTINUED MAINTENANCE AND REPAIR OF THE CITY'S P25 RADIO TELECOMMUNICATIONS SYSTEM IN AN AMOUNT NOT TO EXCEED $165,000.00; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City maintains a radio telecommunications system that provides the Police Department, Fire Department, and other local government agencies with radio communications; and

WHEREAS, Motorola, Inc. ("Vendor") manufactured and installed the current system, which consists of computer consoles, portable radios, antennas, and operational readiness; and

WHEREAS, the City has a longstanding relationship with Vendor and requires an annual maintenance agreement for Vendor to provide monitoring, diagnostic service, and replacement or repair of any defects to the radio telecommunications system; and

WHEREAS, authorized subcontractors of Vendor will not contract with entities directly as their work orders are routed through Vendor; and

WHEREAS, this purchase is being made pursuant to the Sole Source Procurement Exemption outlined in Section X, Alternatives to Formal Sealed Bids, of the procurement policy, which permits sole source services and purchases when it is determined that only one viable source is available; and

WHEREAS, Vendor has submitted the required documentation to the City, and the Procurement Division has affirmed that the documentation for this purchase meets the criteria for the Sole Source Procurement Exemption; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve an annual maintenance agreement with Vendor to provide monitoring, diagnostic service, and replacement or repair of any defects to the P25 radio telecommunications system in an amount not to exceed $165,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an annual maintenance agreement with Vendor, to provide monitoring, diagnostic service, and replacement or repair of any defects to the P25 radio telecommunications system in an amount not to exceed $165,000.00 (the “Service Agreement”), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Service Agreement as a public record of the City. A copy of the fully executed Service Agreement shall be provided to Karl Maracotta to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

Contract Number: USC000006388
Contract Modifier: R30-JUL-24 16:02:34

Date: 01-AUG-2024

Company Name:	Boynton Beach, City Of
Attn.:	
Billing Address:	100 E Boynton Beach Blvd
City, State, Zip Code:	Boynton Beach, FL 33435
Customer Contact:	Karl Maracotta
Phone:	5617426170

P.O.#:	N/A
Customer #:	1000303040
Bill to Tag#:	0001
Contract Start Date:	01-DEC-2024
Contract End Date:	30-NOV-2025
Payment Cycle:	QUARTERLY
Currency:	USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****	$13,419.74	$161,036.88
		Sub Total	$13,419.74	$161,036.88
		Taxes	$0.00	$0.00
		Grand Total	$13,419.74	$161,036.88

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

P25 Radio System and Subscriber for Year 8 to include Dispatching, Technical Support, Network Monitoring, On Site Response, Infrastructure Repair with Advanced Replacement, Security Update Service, Remote SUS, On site reboot for SUS, Annual PM of system, Local radio combo with Pickup and Delivery for subscribers and an annual PM check.

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
Cindee Markes	CSM	8-1-2024
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
CINDEE MARKES	954-520-8868	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name	:	Boynton Beach, City Of
Contract Number	:	USC000006388
Contract Modifier	:	R30-JUL-24 16:02:34
Contract Start Date	:	01-DEC-2024
Contract End Date	:	30-NOV-2025

Customer: Boynton Beach, City of Effective: 12/1/2024

Contract #: USC000006388

Qty	Equipment Description
5	MCC7500 consoles
5	GTR8000 Repeaters
227	APX6000 Model 2.5
85	APX6000 Model 1.5
19	APX4000 Model 2.5
132	APX6500 Mobile
6	APX7500 Consolettes
1	APX8500 Mobile

See attached serial number list for subscribers included

Contract includes 1 Annual Preventative Maintenance Inspection to be scheduled upon customer request

Contract includes local Pick up and Delivery services

Radios flagged as End Of Life will be supported on a Commercially Reasonable effort dependant upon parts availability.

Delinquency Fee

The pricing quoted via this service contract renewal is valid only until the expiration of the current service contract September 30, 2024. If the City of Boynton Beach does not provide to Motorola Solutions, Inc. a valid, executed service agreement renewal, (with a hard copy Purchase Order if applicable), within 30 days of the current contract expiration, a one time administrative fee equal to 10% of the subsequent years annual contract rate will be billed to the customer upon reestablishment of the expired contract. Pricing on the 10% Administration fee once delinquent = $15,479.00

Motorola Solution Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the City of Boynton Beach, Florida ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within forty-five (45) days of the invoice date.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, subject to the requirements and limitations for Florida’s Public Records law, pursuant to Chapter 119, Florida Statutes, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates. The City of Boynton Beach can remove any equipment off the service agreement with 30 days written notice. Equipment will be removed on a prorated basis.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

18. Motorola shall comply with Florida's Public Records Law. Specifically, Motorola shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Motorola does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Motorola or keep and maintain public records required by the City to perform the service. If Motorola transfers all public records to the City upon completion of the contract, Motorola shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Motorola keeps and maintains public records upon completion of the contract, the Motorola shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

19. By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK) 100 E OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435.
561-742-6061.
dejesusm@BBFL.US

Statement of Work

Local Radio Combo Package

1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following services are excluded from Local Radio Combo service unless they are purchased for an additional fee. The services are Pick-up & delivery, Subscriber Preventative Maintenance, Portable Remote Speaker Microphones, Portable Antenna Replacements and Mobile Remote Control Heads.
The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair for pickup of Equipment.

3.0 Customer has the following Responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.
- 3.4 If Motorola must use a generic template to restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide
- 3.6 the Local Radio Combo Package service to Customer.

Statement of Work
Subscriber Preventative Maintenance

1.0 Description

Subscriber Preventative Maintenance (PM) provides for an annual operational test and alignment to ensure the customer's equipment meets and continues to meet the manufacturer's specification. This service is only provided on subscriber equipment specifically named in the agreement to which this Statement of Work is attached. The PM inspection does not include any hardware repair that may be identified during the Preventative Maintenance check.

2.0 Motorola has the following responsibilities:

2.1 The following service will be provided during the PM process, if applicable:

2.1.1. Physically inspect the equipment.

2.1.2. Remove any dust internally from the equipment.

2.1.3. Replace required seals if applicable, reassemble unit and test.

2.1.4. Measure, record, align and adjust the following applicable equipment parameters outlined by the manufacturer.

2.1.4.1. Receive frequency

2.1.4.2. Transmit frequency

2.1.4.3. Transmit frequency error

2.1.4.4. Deviation

2.1.4.5. Transmit power

2.1.4.6. Receive sensitivity

2.1.4.7. Audio output levels

2.1.4.8. Vacuum test performed on ruggedized radios

2.2 Perform an operational check on the equipment, and restore the equipment to Motorola factory specifications.

2.3 Clean external housing of the equipment.

3.0 Customer has the following Responsibilities:

3.1 Coordinate and schedule with the Motorola Service Shop the PM checks for large quantities of radios needing the PM check completed.

3.2 Schedule the PM check on an annual basis with the Motorola to ensure the radio continues to meet Motorola manufacturer specifications.

3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to perform the Preventative Maintenance service to customer.

OnSite Infrastructure Response and Dispatch Service Overview

Motorola's OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to committed response times.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Section 4.0 - Severity Level Definitions able and Response times set forth in Section 5.0 – Severity Level Response Time Commitments table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.1 Scope

OnSite Infrastructure Response & Dispatch service is available 24 hours a day, 7 days a week in accordance with Severity Level Definitions and Severity Level Response Time Commitments listed in sections 4.0 and 5.0 of this document.

1.2 Geographic Availability

OnSite Infrastructure Response and Dispatch is available to customers worldwide where Motorola servicers are present. Response times are based on the customer's local time zone.

1.3 Inclusions

Onsite Infrastructure Response and Dispatch Service can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

2.1. Receive service requests.
2.2. Create a case as necessary when service requests are received. Gather information to perform the following:
  2.2.1. Characterize the issue.
  2.2.2. Determine a plan of action.
  2.2.3. Assign and track the case to resolution.
2.3. Dispatch a servicer as required by Motorola standard procedures and provide necessary case information collected in 2.2.
2.4. Ensure the required personnel have access to customer information as needed.
2.5. Servicer will perform the following on-site:
  2.5.1. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
  2.5.2. Replace defective Infrastructure or FRU, as supplied by customer[1].

2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

2.5.4. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.

2.6. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan required by section 3.2. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.

2.7. Escalate the case to the appropriate party upon expiration of a response time.

2.8. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.

2.9. Notify customer of case status as defined by the Customer Support Plan:

2.9.1. Open and closed; or

2.9.2. Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.

2.10. Provide Case activity reports to customer if requested.

3.0 Customer has the following responsibilities:

3.1. Contact Motorola, as necessary, to request service.

3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):

3.2.1. Case notification preferences and procedure.

3.2.2. Repair verification preference and procedure.

3.2.3. Database and escalation procedure forms.

3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).

3.3. Provide the following information when initiating a service request:

3.3.1. Assigned system ID number.

3.3.2. Problem description and site location.

3.3.3. Other pertinent information requested by Motorola to open a case.

3.4. Allow Servicers access to equipment.

3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system as set forth in paragraph 2.5.2.

3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.

3.7. Maintain and store in an easily accessible location proper system backups.

3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.

3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer in accordance with section 3.2.

3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

[1] Infrastructure Repair with Advanced Replacement (IRAR) is a service offering that provides repair and replacement of infrastructure equipment. IRAR enhances Onsite and Dispatch Service by enabling a faster response and repair times.

4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available. The following are examples of this kind of severity: • 33% of call processing resources impaired • Site Environment alarms: o Smoke o Unauthorized access o Temperature o Power failure
Severity 2	This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management). The following are examples of this kind of severity: • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place. The following are examples of this kind of severity: • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity: • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

5.0 Severity Level Response Time Commitments

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Standard Response Time
Severity 1*	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

*Premier Response is an option that provides a 2-hour response time for severity 1 issues.

Network Monitoring Overview
Motorola's Network Monitoring Operations (NMO) within the Motorola Solutions Support Center (SSC) provides real-time fault monitoring for radio communications networks on a continuous basis. NMO utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, NMO technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Monitoring Services

Network Monitoring is a service designed to electronically monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, (based on the severity of the event) trained technologists acknowledge and remotely diagnose the event, and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch[1] of a Field Servicer for onsite remediation.

1.1 Availability

Network Monitoring service is available 24 hours a day, 7 days a week. Network Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

1.2 Geographic Availability

Network Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network monitoring service can be delivered on Motorola sold infrastructure as stated in Monitored Elements Table.

1.4 Limitations and Exclusions

1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).

1.4.2 Additional support charges above and beyond the contracted service agreements may apply if it is determined that system faults were caused by the customer making changes to critical system parameters.

1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:

© Motorola 2015

1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
1.4.3.2 System installations, upgrades, and expansions.
1.4.3.3 Customer training.
1.4.3.4 Hardware repair and/or exchange.
1.4.3.5 Network security services.
1.4.3.6 Network transport.
1.4.3.7 Information Assurance.
1.4.3.8 Any services not expressly included in this statement of work.

1.4.4 Reference the event catalogue to confirm monitored equipment.

1 Dispatch service with OnSite Response is a separate service that is required with Network Monitoring.

1.5 Motorola has the following responsibilities:

1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.

1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.

1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.

1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.

1.5.6 Create a case, as necessary. Gather information to perform the following:

1.5.6.1 Characterize the issue

1.5.6.2 Determine a plan of action

1.5.6.3 Assign and track the case to resolution.

1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.

1.5.8 Maintain communication with the customer in the field as needed until resolution of the case

1.6 The Customer has the following responsibilities:

1.6.2 Allow Motorola continuous remote access to enable the monitoring service.

1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service.

1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:

1.6.4.1 Case notification preferences and procedure

© Motorola 2015

1.6.4.2 Repair Verification Preference and procedure

1.6.4.3 Database and escalation procedure forms.

1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.

1.6.5 Provide the following information when initiating a service request:

1.6.5.1 Assigned system ID number

1.6.5.2 Problem description and site location

1.6.5.3 Other pertinent information requested by Motorola to open a Case.

1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)

1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.

1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.

1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening a case to request service support or enable response to a technical issue.

1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters

1.6.11 Obtain all third party consents or licenses required to enable Motorola to provide the monitoring service.

1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.

1.6.13.1 Upon contact, customer must provide customer name, site id, status on any open cases, severity level, and brief description of case and action plan to Motorola.

1.6.14 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Event Definition table- Appendix A .

1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Monitoring service.

© Motorola 2015

The event types are based on the defined levels as follows:

Appendix A

Engagement Matrix

Severity Level	Severity Definition	Engagement Times
1	This is defined as a critical/major incident that causes the system and/or infrastructure to experience a loss of call processing functionality and no work-around or immediate solution is available. The following are examples of this kind of failure: ○ 33% of call processing resources impaired ○ Remote Site/sub-system severed ○ Site Environment alarms: ○ Smoke ○ Unauthorized access ○ Temperature ○ Power failure	Response provided 24 hours, 7 days a week, including US Holidays.
2	This is defined as a moderate/minor incident that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management). The following are examples of this kind of failure: ○ Less than 33% of call processing resources impaired ○ Failure of a single redundant component	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
3	This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

© Motorola 2015

	○ Faults that have no impact in how the user perceives the system to work ○ Intermittent issues ○ Requests for information ○ Preventive Maintenance or upgrade related work	

Connectivity Matrix

Request connectivity 8 weeks in advance of service start date

System Type	Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	T1	Motorola

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

© Motorola 2015

Monitored Elements Table

Master Site Infrastructure	RF Site Equipment	Dispatch Site Equipment
Servers & Back up Servers	Channels	Consoles
MOSCAD (digital inputs & RS232 serial alarms)	MOSCAD (digital inputs & RS232 serial alarms)	AIS Servers
TRAK	RF Site Communication Path	Operator Position (OP)
Core LAN Switch	Switch	Motorola Gold Elite Gateway (MGEG)
Packet Data Gateway (PDG)	Site Controller	Call Processor
Radio Network Gateway (RNG)	Router	Logging Replay Station (only within the RNI)
Zone Database Server (ZDS)	Site	Ambassador (AMB)
Gateway Router	Gateway Router	Client Station
Controller – Zone & Domain	Network Time Protocol (NTP)	Voice Processing Module (VPM)
Firewall Manager Servers	Firewall	MCC 7500 IP Logging Recorders
Air Traffic Router (ATR)	SmartX Site Converter (only the converter, not the legacy sites)	MCC 7100 (only within the RNI)
Unified Event Manager (UEM)		
Zone Statistical Server (ZSS)		
Install Server		

**Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.*

© Motorola 2015

Technical Support Overview

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

Motorola applies industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Technical Support Services

Motorola's System Support Center (SSC) will provide technical support to assist the customer's technical resources of the Motorola's currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests (see severity level response time commitments). Calls requiring incidents, problems, or service requests will be logged in Motorola's issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customer's technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.1 Scope

Technical Support service is available 24 hours a day, 7 days a week based on Severity Level Definitions.

1.2 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
1.4.3 System installations, upgrades, and expansions.
1.4.4 Customer training.
1.4.5 Hardware repair and/or exchange.
1.4.6 Network security services.
1.4.7 Network transport.
1.4.8 Information Assurance.
1.4.9 Motorola services not included in this statement of work.
1.4.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.

1.5.2 Respond to requests for Technical Support in accordance with the response times set forth in the Severity Level Response Time Commitments section of this document and the severity level defined in the Severity Level Definitions section of this document.

1.5.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.

1.5.4 Maintain communication with the customer in the field as needed until resolution of the case

1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.

1.5.7 Escalate the case to the appropriate party upon expiration of a response time.

1.5.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6 The Customer has the following responsibilities:

1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)

1.6.6 Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.7 Validate issue resolution prior to close of the case in a timely manner.

1.6.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Commitments section in this document.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition

Severity 1	This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.
	
	The following are examples of this kind of failure:
	
	• 33% of call processing resources impaired
	• Site Environment alarms:
	  o Smoke,
	  o Unauthorized access
	  o Temperature
	  o Power failure

Severity 2	This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management). The following are examples of this kind of failure: • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place. The following are examples of this kind of severity: • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity: • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Infrastructure Repair with Advanced Replacement Overview

Infrastructure Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to Appendix A for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: https://businessonline.motorolasolutions.com

1.2 Geographic Availability

Infrastructure repair with advanced replacement is supported globally; geographic proximity and type of infrastructure will determine the repair facility.

1.3 Inclusions

Infrastructure repair with advanced replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "Commercially Reasonable Effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Infrastructure Repair with Advanced Replacement:

1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.4.2. All third party infrastructure hardware over three (3) years from product cancellation date.

1.4.3 All broadband infrastructure three (3) years from product cancellation date

1.4.4 Physically damaged infrastructure.

1.4.5 Third party equipment not shipped by Motorola.

© Motorola 2013

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from digital in-car video equipment.

1.4.8 Infrastructure backhaul including but not limited to, antennas, antenna dehydrators, microwave[1], line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.[1]

1.4.9 Test equipment.

1.4.10. Racks, furniture and cabinets.

1.4.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.

1.4.11. Firmware and/or software upgrades.

[1] Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.5 Motorola has the following responsibilities:

1.5.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.

1.5.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

1.5.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.

1.5.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.

1.5.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.

1.5.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible dependent upon stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

1.5.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.5.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Appendix A for the loaner process and Appendix B for shipping charge detail.

1.5.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

© Motorola 2013

1.5.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.5.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.5.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.5.10. Perform the following service on Motorola infrastructure:

1.5.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.5.10.4. Perform a box unit test on all serviced infrastructure.

1.5.10.5. Perform a system test on select infrastructure.

1.5.11. Provide the following service on select third party infrastructure:

1.5.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.5.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.5.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.6.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.6.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

© Motorola 2013

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide customer purchase order number to secure payment for any costs described herein.

1.6.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Appendix B for shipping charges.

1.6.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.6.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to ensure proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

1.6.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.6.10. Clearly print the return authorization number on the outside of the packaging.

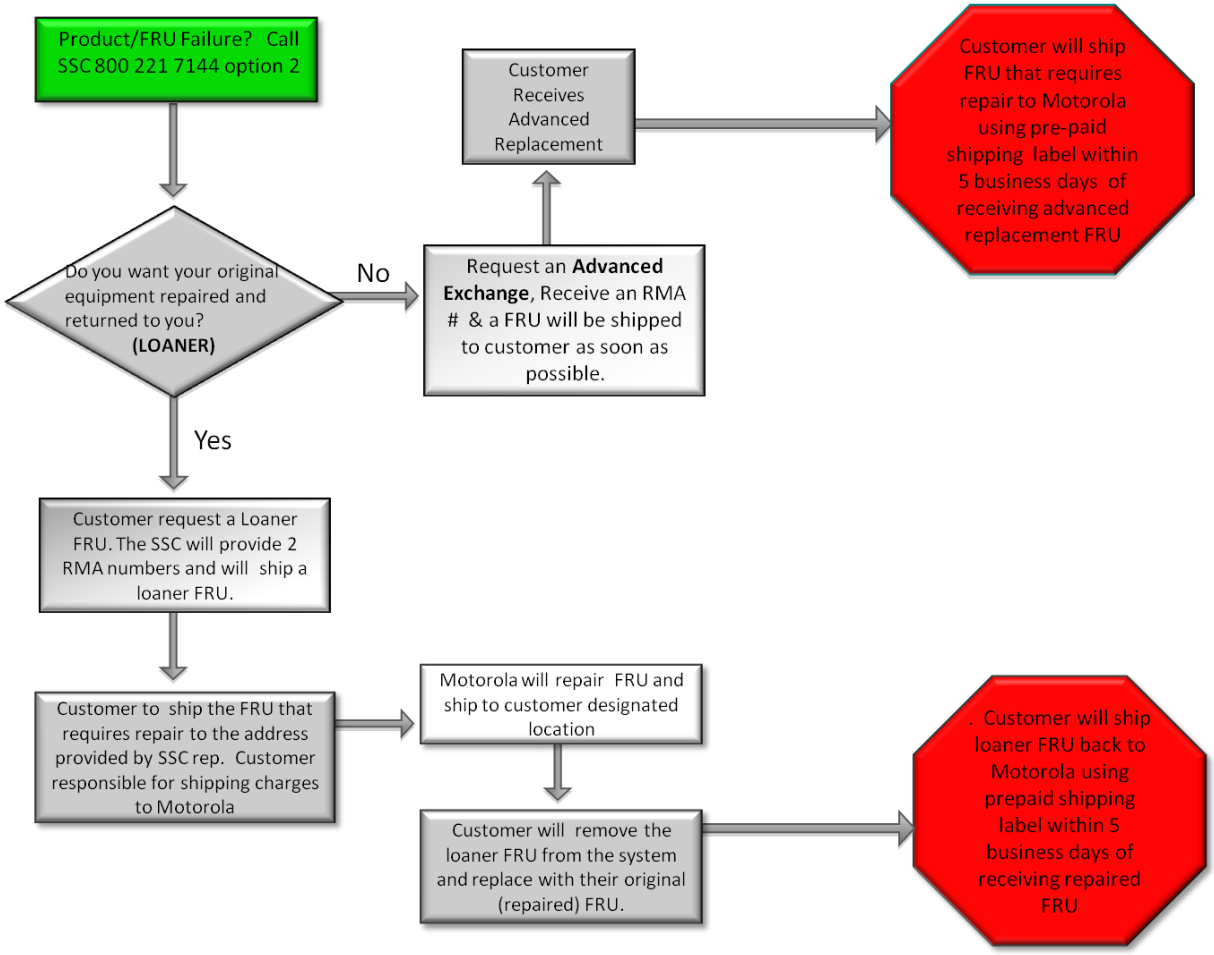
1.6.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.6.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

© Motorola 2013

APPENDIX A

Advanced Exchange or Loaner Decision Process



© Motorola 2013

APPENDIX B

Shipping Charges

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

*Motorola shipping carriers – FedEx and DHL

© Motorola 2013

MOTOROLA SOLUTIONS

Security Update Service Overview

To verify compatibility with your ASTRO system, Motorola Solutions, Inc.'s ("Motorola") Security Update Service (SUS) provides pre-tested 3rd party software (SW) security updates.

This service was formerly called Pre-tested Software Subscription (PTSS). Additionally, SUS Platinum has been eliminated. The additional SUS Platinum features have been merged into this one SUS offering.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties."

1.0 Description of Security Update Services

Motorola shall maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server, Solaris and RedHat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these updates on a quarterly basis.

SUS (Self- Installed) is the baseline offer. Sections describing the optional delivery methods and reboot support service are only applicable if purchased.

© Motorola Solutions, Inc. 2017

SUS Delivery Methods

Patch Delivery Method	Download Responsibility	Installation Responsibility	Reboot Support
SUS (Self-Installed)	Customer	Customer	*Option
Remote SUS			*Option
On-Site Delivery of SUS			Included

Packages for L & M Cores

Packages	**SUS (Self Installed)**	**RSUS**	**On-Site Delivery of SUS**	**Reboot Support**
Essential / +	✓			Optional
Advanced / +	✓	✓	Optional	Optional
Premier	✓	✓	Optional	Included

SUS

Once tested, Motorola will post the updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.The customer will be responsible for the download and deployment of these updates to their ASTRO System.

© Motorola Solutions, Inc. 2017

Remote Delivery of SUS (RSUS)
Remote Delivery of SUS. Motorola's dedicated staff remotely installs the required security updates and operating system patches onto your radio network. Vulnerabilities from third party software are addressed as soon as the validation of recommended patches is completed. Motorola will also provide reports outlining updates made for your team's review and awareness. Patch transfers are transparent to the end user. After the patches are transferred, a report is sent out to inform our customers which machines they will need to reboot the appropriate devices to enable the new patches and antivirus definitions.

Reboot Support Delivery of SUS/RSUS
This optional enhancement provides support for rebooting impacted servers and workstations after the patches have been downloaded/pushed and installed. Once installation is complete, Motorola will deploy trained technicians to reboot servers and workstations at the customer locations.

ON-SITE Delivery of SUS
For convenience, a trained technician will be contacted to provide the complete patching service. At the customer location, the technician will download patches, perform the required installation services and coordinate the rebooting of servers and dispatch ops.

2.0 Scope

Security Update Service supports the currently shipping Motorola ASTRO System Release (SR) and strives to support 4 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

SUS is available for any L or M core system in a supported release.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Antivirus updates - Antivirus updates are released weekly. The target release for these

© Motorola Solutions, Inc. 2017

updates is by close of business each Tuesday. While the release often occurs early, this is the time and date committed to by vetting.

Windows - Updates are downloaded on Microsoft Patch Tuesday (2nd Tuesday of the month). Updates are incorporated, tested and vetted in the Windows Motopatch disk over the next few weeks. The target release is by the last day of the month.

Windows 3rd Party updates - for Adobe Reader and Adobe Flash are included on the standard Motopatch for Windows disk and follow the Windows patching schedule.

RHEL - Security updates are downloaded the last week of the first month of the quarter. Updates include any updates that are available at that time. We then prepare, test and vet the RHEL 5, and RHEL 6, Motopatch disks and target to release the disks by the last day of the quarter.

VMware - Security updates are downloaded the last week of the first month of the quarter for ESXi. These updates are downloaded from HP directly. The updates are incorporated into the Motopatch for ESXi disk. We then prepare, test and vet the ESXi Motopatch and target to release the disk by the last day of the quarter.

PostgreSQL* - Security updates are downloaded the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for PostgreSQL disk target release is by the last day of the quarter. *7.14 and later major releases

McAfee Patch Updates - Security patches are downloaded from McAfee the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for McAfee disk target release is by the last day of the quarter.

DOT HILL DAS Firmware disk - Security patches are downloaded from DOT HILL the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The disk target release is by the last day of the quarter.

3.0 Motorola has the following responsibilities:

3.1 Obtain relevant 3rd party security updates as made available and supported from the OEM's. This includes antivirus definition, OEM vendor available/supported operating systems patches, VMWare patches, database patches, and selected other 3rd party patches.covered by SUS. Motorola does not control when these updates are released, but current release schedules are listed for reference:

McAfee Antivirus definitions– Weekly

Microsoft PC and Server OS patches – Monthly

© Motorola Solutions, Inc. 2017

Solaris, RHEL OS, VMware hypervisor patches – Quarterly

Other 3rd party patches - Quarterly

3.2 Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.

3.3 Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.

3.4 Address any issues identified during testing by working with Motorola selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

3.5 Pre-test STIG recommended remediation when applicable.

3.6 Release all tested updates to Motorola's secure extranet site.

3.7 Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.

3.8 Include printable labels for customers who download the updates to CD's.

3.9 Notify customer of update releases by email.

3.10 A supported SUS ASTRO release matrix will be kept on the extranet site for reference.

4.0 The Customer has the following responsibilities:

4.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).

4.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

4.3 Provide means for accessing pre-tested files (Access to the extranet website).

4.4 Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.

4.5 Implement recommended remediation(s) on customer system, as determined necessary by customer.

4.6 Upgrade system to a supported system release as necessary to continue service.

4.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.

4.8 Comply with the terms of the applicable license agreement between the customer

© Motorola Solutions, Inc. 2017

and the non-Motorola software copyright owner.

5.0 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

© Motorola Solutions, Inc. 2017

Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.3 Limitations and Exclusions

Unless specifically called out, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

1.3.1. Emergency on-site visits required to resolve technical issues.
1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
1.3.3. System installations, upgrades, and expansions.
1.3.4. Customer training.
1.3.5. Hardware repair and/or exchange.
1.3.6. Network security services.
1.3.7. Network transport.
1.3.8. Information Assurance.
1.3.9. Motorola services not included in this statement of work.
1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
1.4.2 Advise customer of issues that may require attention.

© Motorola Solutions 2016

1.4.3 Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.

1.4.4 Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.

1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.

1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.5.2 Authorize and acknowledge any scheduled system downtime.

1.5.3 Maintain periodic backup of databases, software applications, and firmware.

1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.

1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.5.6 Provide site escorts in a timely manner if required.

1.5.7 Provide Motorola with requirements necessary for access to secure facilities.

1.5.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6 The Servicer has the following responsibilities:

1.6.1 Perform the Preventive Maintenance tasks at the level of service the customer has purchased.

1.6.2 Perform the Site Performance Verification Procedures for each site type on the system.

1.6.3 Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.

1.6.4 As applicable, use the Method of Procedure (MOPs) as defined for each task.

© Motorola Solutions 2016

Boynton Beach Subscribers

Qty	Model Name	Model Number	Serial Number	Model Type	Support Status
1	APX6000	H98UCF9PW6AN	481CSH0930	Model 2.5	End Of Life
2	APX6000	H98UCF9PW6AN	481CSH0931	Model 2.5	End Of Life
3	APX6000	H98UCF9PW6AN	481CSH0932	Model 2.5	End Of Life
4	APX6000	H98UCF9PW6AN	481CSH0933	Model 2.5	End Of Life
5	APX6000	H98UCF9PW6AN	481CSH0934	Model 2.5	End Of Life
6	APX6000	H98UCF9PW6AN	481CSH0935	Model 2.5	End Of Life
7	APX6000	H98UCF9PW6AN	481CSH0936	Model 2.5	End Of Life
8	APX6000	H98UCF9PW6AN	481CSH0937	Model 2.5	End Of Life
9	APX6000	H98UCF9PW6AN	481CSH0938	Model 2.5	End Of Life
10	APX6000	H98UCF9PW6AN	481CSH0939	Model 2.5	End Of Life
11	APX6000	H98UCF9PW6AN	481CSH0940	Model 2.5	End Of Life
12	APX6000	H98UCF9PW6AN	481CSH0941	Model 2.5	End Of Life
13	APX6000	H98UCF9PW6AN	481CSH0942	Model 2.5	End Of Life
14	APX6000	H98UCF9PW6AN	481CSH0943	Model 2.5	End Of Life
15	APX6000	H98UCF9PW6AN	481CSH0944	Model 2.5	End Of Life
16	APX6000	H98UCF9PW6AN	481CSH0945	Model 2.5	End Of Life
17	APX6000	H98UCF9PW6AN	481CSH0946	Model 2.5	End Of Life
18	APX6000	H98UCF9PW6AN	481CSH0947	Model 2.5	End Of Life
19	APX6000	H98UCF9PW6AN	481CSH0948	Model 2.5	End Of Life
20	APX6000	H98UCF9PW6AN	481CSH0949	Model 2.5	End Of Life
21	APX6000	H98UCF9PW6AN	481CSH0950	Model 2.5	End Of Life
22	APX6000	H98UCF9PW6AN	481CSH0951	Model 2.5	End Of Life
23	APX6000	H98UCF9PW6AN	481CSH0952	Model 2.5	End Of Life
24	APX6000	H98UCF9PW6AN	481CSH0953	Model 2.5	End Of Life
25	APX6000	H98UCF9PW6AN	481CSH0954	Model 2.5	End Of Life
26	APX6000	H98UCF9PW6AN	481CSH0955	Model 2.5	End Of Life
27	APX6000	H98UCF9PW6AN	481CSH0956	Model 2.5	End Of Life
28	APX6000	H98UCF9PW6AN	481CSH0957	Model 2.5	End Of Life
29	APX6000	H98UCF9PW6AN	481CSH0958	Model 2.5	End Of Life
30	APX6000	H98UCF9PW6AN	481CSH0959	Model 2.5	End Of Life
31	APX6000	H98UCF9PW6AN	481CSH0960	Model 2.5	End Of Life
32	APX6000	H98UCF9PW6AN	481CSH0961	Model 2.5	End Of Life
33	APX6000	H98UCF9PW6AN	481CSH0962	Model 2.5	End Of Life
34	APX6000	H98UCF9PW6AN	481CSH0963	Model 2.5	End Of Life
35	APX6000	H98UCF9PW6AN	481CSH0964	Model 2.5	End Of Life
36	APX6000	H98UCF9PW6AN	481CSH0965	Model 2.5	End Of Life
37	APX6000	H98UCF9PW6AN	481CSH0966	Model 2.5	End Of Life
38	APX6000	H98UCF9PW6AN	481CSH0967	Model 2.5	End Of Life
39	APX6000	H98UCF9PW6AN	481CSH0968	Model 2.5	End Of Life
40	APX6000	H98UCF9PW6AN	481CSH0969	Model 2.5	End Of Life
41	APX6000	H98UCF9PW6AN	481CSH0970	Model 2.5	End Of Life
42	APX6000	H98UCF9PW6AN	481CSH0971	Model 2.5	End Of Life

43	APX6000	H98UCF9PW6AN	481CSH0972	Model 2.5	End Of Life
44	APX6000	H98UCF9PW6AN	481CSH0973	Model 2.5	End Of Life
45	APX6000	H98UCF9PW6AN	481CSH0974	Model 2.5	End Of Life
46	APX6000	H98UCF9PW6AN	481CSH0975	Model 2.5	End Of Life
47	APX6000	H98UCF9PW6AN	481CSH0976	Model 2.5	End Of Life
48	APX6000	H98UCF9PW6AN	481CSH0977	Model 2.5	End Of Life
49	APX6000	H98UCF9PW6AN	481CSH0978	Model 2.5	End Of Life
50	APX6000	H98UCF9PW6AN	481CSH0979	Model 2.5	End Of Life
51	APX6000	H98UCF9PW6AN	481CSH0980	Model 2.5	End Of Life
52	APX6000	H98UCF9PW6AN	481CSH0981	Model 2.5	End Of Life
53	APX6000	H98UCF9PW6AN	481CSH0982	Model 2.5	End Of Life
54	APX6000	H98UCF9PW6AN	481CSH0983	Model 2.5	End Of Life
55	APX6000	H98UCF9PW6AN	481CSH0984	Model 2.5	End Of Life
56	APX6000	H98UCF9PW6AN	481CSH0985	Model 2.5	End Of Life
57	APX6000	H98UCF9PW6AN	481CSH0986	Model 2.5	End Of Life
58	APX6000	H98UCF9PW6AN	481CSH0987	Model 2.5	End Of Life
59	APX6000	H98UCF9PW6AN	481CSH0988	Model 2.5	End Of Life
60	APX6000	H98UCF9PW6AN	481CSH0989	Model 2.5	End Of Life
61	APX6000	H98UCF9PW6AN	481CSH0990	Model 2.5	End Of Life
62	APX6000	H98UCF9PW6AN	481CSH0991	Model 2.5	End Of Life
63	APX6000	H98UCF9PW6AN	481CSH0992	Model 2.5	End Of Life
64	APX6000	H98UCF9PW6AN	481CSH0993	Model 2.5	End Of Life
65	APX6000	H98UCF9PW6AN	481CSH0994	Model 2.5	End Of Life
66	APX6000	H98UCF9PW6AN	481CSH0995	Model 2.5	End Of Life
67	APX6000	H98UCF9PW6AN	481CSH0996	Model 2.5	End Of Life
68	APX6000	H98UCF9PW6AN	481CSH0997	Model 2.5	End Of Life
69	APX6000	H98UCF9PW6AN	481CSH0998	Model 2.5	End Of Life
70	APX6000	H98UCF9PW6AN	481CSH0999	Model 2.5	End Of Life
71	APX6000	H98UCF9PW6AN	481CSH1000	Model 2.5	End Of Life
72	APX6000	H98UCF9PW6AN	481CSH1001	Model 2.5	End Of Life
73	APX6000	H98UCF9PW6AN	481CSH1002	Model 2.5	End Of Life
74	APX6000	H98UCF9PW6AN	481CSH1003	Model 2.5	End Of Life
75	APX6000	H98UCF9PW6AN	481CSH1004	Model 2.5	End Of Life
76	APX6000	H98UCF9PW6AN	481CSH1005	Model 2.5	End Of Life
77	APX6000	H98UCF9PW6AN	481CSH1006	Model 2.5	End Of Life
78	APX6000	H98UCF9PW6AN	481CSH1007	Model 2.5	End Of Life
79	APX6000	H98UCF9PW6AN	481CSH1008	Model 2.5	End Of Life
80	APX6000	H98UCF9PW6AN	481CSH1009	Model 2.5	End Of Life
81	APX6000	H98UCF9PW6AN	481CSH1010	Model 2.5	End Of Life
82	APX6000	H98UCF9PW6AN	481CSH1011	Model 2.5	End Of Life
83	APX6000	H98UCF9PW6AN	481CSH1012	Model 2.5	End Of Life
84	APX6000	H98UCF9PW6AN	481CSH1013	Model 2.5	End Of Life
85	APX6000	H98UCF9PW6AN	481CSH1014	Model 2.5	End Of Life
86	APX6000	H98UCF9PW6AN	481CSH1015	Model 2.5	End Of Life
87	APX6000	H98UCF9PW6AN	481CSH1016	Model 2.5	End Of Life
88	APX6000	H98UCF9PW6AN	481CSH1017	Model 2.5	End Of Life
89	APX6000	H98UCF9PW6AN	481CSH1018	Model 2.5	End Of Life

90	APX6000	H98UCF9PW6AN	481CSH1019	Model 2.5	End Of Life
91	APX6000	H98UCF9PW6AN	481CSH1020	Model 2.5	End Of Life
92	APX6000	H98UCF9PW6AN	481CSH1021	Model 2.5	End Of Life
93	APX6000	H98UCF9PW6AN	481CSH1022	Model 2.5	End Of Life
94	APX6000	H98UCF9PW6AN	481CSH1023	Model 2.5	End Of Life
95	APX6000	H98UCF9PW6AN	481CSH1024	Model 2.5	End Of Life
96	APX6000	H98UCF9PW6AN	481CSH1025	Model 2.5	End Of Life
97	APX6000	H98UCF9PW6AN	481CSH1026	Model 2.5	End Of Life
98	APX6000	H98UCF9PW6AN	481CSH1027	Model 2.5	End Of Life
99	APX6000	H98UCF9PW6AN	481CSH1028	Model 2.5	End Of Life
100	APX6000	H98UCF9PW6AN	481CSH1029	Model 2.5	End Of Life
101	APX6000	H98UCF9PW6AN	481CSH1030	Model 2.5	End Of Life
102	APX6000	H98UCF9PW6AN	481CSH1031	Model 2.5	End Of Life
103	APX6000	H98UCF9PW6AN	481CSH1032	Model 2.5	End Of Life
104	APX6000	H98UCF9PW6AN	481CSH1033	Model 2.5	End Of Life
105	APX6000	H98UCF9PW6AN	481CSH1034	Model 2.5	End Of Life
106	APX6000	H98UCF9PW6AN	481CSH1035	Model 2.5	End Of Life
107	APX6000	H98UCF9PW6AN	481CSH1036	Model 2.5	End Of Life
108	APX6000	H98UCF9PW6AN	481CSH1037	Model 2.5	End Of Life
109	APX6000	H98UCF9PW6AN	481CSH1038	Model 2.5	End Of Life
110	APX6000	H98UCF9PW6AN	481CSH1039	Model 2.5	End Of Life
111	APX6000	H98UCF9PW6AN	481CSH1040	Model 2.5	End Of Life
112	APX6000	H98UCF9PW6AN	481CSH1041	Model 2.5	End Of Life
113	APX6000	H98UCF9PW6AN	481CSH1042	Model 2.5	End Of Life
114	APX6000	H98UCF9PW6AN	481CSH1043	Model 2.5	End Of Life
115	APX6000	H98UCF9PW6AN	481CSH1044	Model 2.5	End Of Life
116	APX6000	H98UCF9PW6AN	481CSH1045	Model 2.5	End Of Life
117	APX6000	H98UCF9PW6AN	481CSH1046	Model 2.5	End Of Life
118	APX6000	H98UCF9PW6AN	481CSH1047	Model 2.5	End Of Life
119	APX6000	H98UCF9PW6AN	481CSH1048	Model 2.5	End Of Life
120	APX6000	H98UCF9PW6AN	481CSH1049	Model 2.5	End Of Life
121	APX6000	H98UCF9PW6AN	481CSH1050	Model 2.5	End Of Life
122	APX6000	H98UCF9PW6AN	481CSH1051	Model 2.5	End Of Life
123	APX6000	H98UCF9PW6AN	481CSH1052	Model 2.5	End Of Life
124	APX6000	H98UCF9PW6AN	481CSH1053	Model 2.5	End Of Life
125	APX6000	H98UCF9PW6AN	481CSH1054	Model 2.5	End Of Life
126	APX6000	H98UCF9PW6AN	481CSH1055	Model 2.5	End Of Life
127	APX6000	H98UCF9PW6AN	481CSH1056	Model 2.5	End Of Life
128	APX6000	H98UCF9PW6AN	481CSH1057	Model 2.5	End Of Life
129	APX6000	H98UCF9PW6AN	481CSH1058	Model 2.5	End Of Life
130	APX6000	H98UCF9PW6AN	481CSH1059	Model 2.5	End Of Life
131	APX6000	H98UCF9PW6AN	481CSH1060	Model 2.5	End Of Life
132	APX6000	H98UCF9PW6AN	481CSH1061	Model 2.5	End Of Life
133	APX6000	H98UCF9PW6AN	481CSH1062	Model 2.5	End Of Life
134	APX6000	H98UCF9PW6AN	481CSH1063	Model 2.5	End Of Life
135	APX6000	H98UCF9PW6AN	481CSH1064	Model 2.5	End Of Life
136	APX6000	H98UCF9PW6AN	481CSH1065	Model 2.5	End Of Life

137	APX6000	H98UCF9PW6AN	481CSH1066	Model 2.5	End Of Life
138	APX6000	H98UCF9PW6AN	481CSH1067	Model 2.5	End Of Life
139	APX6000	H98UCF9PW6AN	481CSH1068	Model 2.5	End Of Life
140	APX6000	H98UCF9PW6AN	481CSH1069	Model 2.5	End Of Life
141	APX6000	H98UCF9PW6AN	481CSH1070	Model 2.5	End Of Life
142	APX6000	H98UCF9PW6AN	481CSH1071	Model 2.5	End Of Life
143	APX6000	H98UCF9PW6AN	481CSH1072	Model 2.5	End Of Life
144	APX6000	H98UCF9PW6AN	481CSH1073	Model 2.5	End Of Life
145	APX6000	H98UCF9PW6AN	481CSH1074	Model 2.5	End Of Life
146	APX6000	H98UCF9PW6AN	481CSH1075	Model 2.5	End Of Life
147	APX6000	H98UCF9PW6AN	481CSH1076	Model 2.5	End Of Life
148	APX6000	H98UCF9PW6AN	481CSH1077	Model 2.5	End Of Life
149	APX6000	H98UCF9PW6AN	481CSH1078	Model 2.5	End Of Life
150	APX6000	H98UCF9PW6AN	481CSH1079	Model 2.5	End Of Life
151	APX6000	H98UCF9PW6AN	481CSH1080	Model 2.5	End Of Life
152	APX6000	H98UCF9PW6AN	481CSH1081	Model 2.5	End Of Life
153	APX6000	H98UCF9PW6AN	481CSH1082	Model 2.5	End Of Life
154	APX6000	H98UCF9PW6AN	481CSH1083	Model 2.5	End Of Life
155	APX6000	H98UCF9PW6AN	481CSH1084	Model 2.5	End Of Life
156	APX6000	H98UCF9PW6AN	481CSH1085	Model 2.5	End Of Life
157	APX6000	H98UCF9PW6AN	481CSH1086	Model 2.5	End Of Life
158	APX6000	H98UCF9PW6AN	481CSH1087	Model 2.5	End Of Life
159	APX6000	H98UCF9PW6AN	481CSH1088	Model 2.5	End Of Life
160	APX6000	H98UCF9PW6AN	481CSH1089	Model 2.5	End Of Life
161	APX6000	H98UCF9PW6AN	481CSH1090	Model 2.5	End Of Life
162	APX6000	H98UCF9PW6AN	481CSH1091	Model 2.5	End Of Life
163	APX6000	H98UCF9PW6AN	481CSH1092	Model 2.5	End Of Life
164	APX6000	H98UCF9PW6AN	481CSH1093	Model 2.5	End Of Life
165	APX6000	H98UCF9PW6AN	481CSH1094	Model 2.5	End Of Life
166	APX6000	H98UCF9PW6AN	481CSH1095	Model 2.5	End Of Life
167	APX6000	H98UCF9PW6AN	481CSH1096	Model 2.5	End Of Life
168	APX6000	H98UCF9PW6AN	481CSH1097	Model 2.5	End Of Life
169	APX6000	H98UCF9PW6AN	481CSH1098	Model 2.5	End Of Life
170	APX6000	H98UCF9PW6AN	481CSH1099	Model 2.5	End Of Life
171	APX6000	H98UCF9PW6AN	481CSH1100	Model 2.5	End Of Life
172	APX6000	H98UCF9PW6AN	481CSH1101	Model 2.5	End Of Life
173	APX6000	H98UCF9PW6AN	481CSH1102	Model 2.5	End Of Life
174	APX6000	H98UCF9PW6AN	481CSH1103	Model 2.5	End Of Life
175	APX6000	H98UCF9PW6AN	481CSH1104	Model 2.5	End Of Life
176	APX6000	H98UCF9PW6AN	481CSH1105	Model 2.5	End Of Life
177	APX6000	H98UCF9PW6AN	481CSH1106	Model 2.5	End Of Life
178	APX6000	H98UCF9PW6AN	481CSH1107	Model 2.5	End Of Life
179	APX6000	H98UCF9PW6AN	481CSH1108	Model 2.5	End Of Life
180	APX6000	H98UCF9PW6AN	481CSH1109	Model 2.5	End Of Life
181	APX6000	H98UCF9PW6AN	481CSH1110	Model 2.5	End Of Life
182	APX6000	H98UCF9PW6AN	481CSH1111	Model 2.5	End Of Life
183	APX6000	H98UCF9PW6AN	481CSH1112	Model 2.5	End Of Life

184	APX6000	H98UCF9PW6AN	481CSH1113	Model 2.5	End Of Life
185	APX6000	H98UCF9PW6AN	481CSH1114	Model 2.5	End Of Life
186	APX6000	H98UCF9PW6AN	481CSH1115	Model 2.5	End Of Life
187	APX6000	H98UCF9PW6AN	481CSH1116	Model 2.5	End Of Life
188	APX6000	H98UCF9PW6AN	481CSH1117	Model 2.5	End Of Life
189	APX6000	H98UCF9PW6AN	481CSH1118	Model 2.5	End Of Life
190	APX6000	H98UCF9PW6AN	481CSH1119	Model 2.5	End Of Life
191	APX6000	H98UCF9PW6AN	481CSH1120	Model 2.5	End Of Life
192	APX6000	H98UCF9PW6AN	481CSH1121	Model 2.5	End Of Life
193	APX6000	H98UCF9PW6AN	481CSH1122	Model 2.5	End Of Life
194	APX6000	H98UCF9PW6AN	481CSH1123	Model 2.5	End Of Life
195	APX6000	H98UCF9PW6AN	481CSH1124	Model 2.5	End Of Life
196	APX6000	H98UCF9PW6AN	481CSH1125	Model 2.5	End Of Life
197	APX6000	H98UCF9PW6AN	481CSH1126	Model 2.5	End Of Life
198	APX6000	H98UCF9PW6AN	481CSH1127	Model 2.5	End Of Life
199	APX6000	H98UCF9PW6AN	481CSH1128	Model 2.5	End Of Life
200	APX6000	H98UCF9PW6AN	481CSH1129	Model 2.5	End Of Life
201	APX6000	H98UCF9PW6AN	481CSH1130	Model 2.5	End Of Life
202	APX6000	H98UCF9PW6AN	481CSH1131	Model 2.5	End Of Life
203	APX6000	H98UCF9PW6AN	481CSH1132	Model 2.5	End Of Life
204	APX6000	H98UCF9PW6AN	481CSH1133	Model 2.5	End Of Life
205	APX6000	H98UCF9PW6AN	481CSH1134	Model 2.5	End Of Life
206	APX6000	H98UCF9PW6AN	481CSH1135	Model 2.5	End Of Life
207	APX6000	H98UCF9PW6AN	481CSH1136	Model 2.5	End Of Life
208	APX6000	H98UCF9PW6AN	481CSH1137	Model 2.5	End Of Life
209	APX6000	H98UCF9PW6AN	481CSH1138	Model 2.5	End Of Life
210	APX6000	H98UCF9PW6AN	481CSH1139	Model 2.5	End Of Life
211	APX6000	H98UCF9PW6AN	481CSH1140	Model 2.5	End Of Life
212	APX6000	H98UCF9PW6AN	481CSH1141	Model 2.5	End Of Life
213	APX6000	H98UCF9PW6AN	481CSH1142	Model 2.5	End Of Life
214	APX6000	H98UCF9PW6AN	481CSH1143	Model 2.5	End Of Life
215	APX6000	H98UCF9PW6AN	481CSH1144	Model 2.5	End Of Life
216	APX6000	H98UCF9PW6AN	481CSH1145	Model 2.5	End Of Life
217	APX6000	H98UCF9PW6AN	481CSH1146	Model 2.5	End Of Life
218	APX6000	H98UCF9PW6AN	481CSH1147	Model 2.5	End Of Life
219	APX6000	H98UCF9PW6AN	481CSH1148	Model 2.5	End Of Life
220	APX6000	H98UCF9PW6AN	481CSH1149	Model 2.5	End Of Life
221	APX6000	H98UCF9PW6AN	481CSH1150	Model 2.5	End Of Life
222	APX6000	H98UCF9PW6AN	481CSH1151	Model 2.5	End Of Life
223	APX6000	H98UCF9PW6AN	481CSH1152	Model 2.5	End Of Life
224	APX6000	H98UCF9PW6AN	481CSH1153	Model 2.5	End Of Life
225	APX6000	H98UCF9PW6AN	481CSH1154	Model 2.5	End Of Life
226	APX6000	H98UCF9PW6AN	481CSH1155	Model 2.5	End Of Life
227	APX6000	H98UCF9PW6AN	481CSH1156	Model 2.5	End Of Life
1	APX6000	H98UCD9PW5AN	756CSF0290	Model 1.5	End Of Life
2	APX6000	H98UCD9PW5AN	756CSF0291	Model 1.5	End Of Life

3	APX6000	H98UCD9PW5AN	756CSF0292	Model 1.5	End Of Life
4	APX6000	H98UCD9PW5AN	756CSF0293	Model 1.5	End Of Life
5	APX6000	H98UCD9PW5AN	756CSF0294	Model 1.5	End Of Life
6	APX6000	H98UCD9PW5AN	756CSF0295	Model 1.5	End Of Life
7	APX6000	H98UCD9PW5AN	756CSF0296	Model 1.5	End Of Life
8	APX6000	H98UCD9PW5AN	756CSF0297	Model 1.5	End Of Life
9	APX6000	H98UCD9PW5AN	756CSF0298	Model 1.5	End Of Life
10	APX6000	H98UCD9PW5AN	756CSF0299	Model 1.5	End Of Life
11	APX6000	H98UCD9PW5AN	756CSF0300	Model 1.5	End Of Life
12	APX6000	H98UCD9PW5AN	756CSF0301	Model 1.5	End Of Life
13	APX6000	H98UCD9PW5AN	756CSF0302	Model 1.5	End Of Life
14	APX6000	H98UCD9PW5AN	756CSF0303	Model 1.5	End Of Life
15	APX6000	H98UCD9PW5AN	756CSF0304	Model 1.5	End Of Life
16	APX6000	H98UCD9PW5AN	756CSF0305	Model 1.5	End Of Life
17	APX6000	H98UCD9PW5AN	756CSF0306	Model 1.5	End Of Life
18	APX6000	H98UCD9PW5AN	756CSF0307	Model 1.5	End Of Life
19	APX6000	H98UCD9PW5AN	756CSF0308	Model 1.5	End Of Life
20	APX6000	H98UCD9PW5AN	756CSF0309	Model 1.5	End Of Life
21	APX6000	H98UCD9PW5AN	756CSF0310	Model 1.5	End Of Life
22	APX6000	H98UCD9PW5AN	756CSF0311	Model 1.5	End Of Life
23	APX6000	H98UCD9PW5AN	756CSF0312	Model 1.5	End Of Life
24	APX6000	H98UCD9PW5AN	756CSF0313	Model 1.5	End Of Life
25	APX6000	H98UCD9PW5AN	756CSF0314	Model 1.5	End Of Life
26	APX6000	H98UCD9PW5AN	756CSF0315	Model 1.5	End Of Life
27	APX6000	H98UCD9PW5AN	756CSF0316	Model 1.5	End Of Life
28	APX6000	H98UCD9PW5AN	756CSF0317	Model 1.5	End Of Life
29	APX6000	H98UCD9PW5AN	756CSF0318	Model 1.5	End Of Life
30	APX6000	H98UCD9PW5AN	756CSF0319	Model 1.5	End Of Life
31	APX6000	H98UCD9PW5AN	756CSF0320	Model 1.5	End Of Life
32	APX6000	H98UCD9PW5AN	756CSF0321	Model 1.5	End Of Life
33	APX6000	H98UCD9PW5AN	756CSF0322	Model 1.5	End Of Life
34	APX6000	H98UCD9PW5AN	756CSF0323	Model 1.5	End Of Life
35	APX6000	H98UCD9PW5AN	756CSF0324	Model 1.5	End Of Life
36	APX6000	H98UCD9PW5AN	756CSF0325	Model 1.5	End Of Life
37	APX6000	H98UCD9PW5AN	756CSF0326	Model 1.5	End Of Life
38	APX6000	H98UCD9PW5AN	756CSF0327	Model 1.5	End Of Life
39	APX6000	H98UCD9PW5AN	756CSF0328	Model 1.5	End Of Life
40	APX6000	H98UCD9PW5AN	756CSF0329	Model 1.5	End Of Life
41	APX6000	H98UCD9PW5AN	756CSF0330	Model 1.5	End Of Life
42	APX6000	H98UCD9PW5AN	756CSF0331	Model 1.5	End Of Life
43	APX6000	H98UCD9PW5AN	756CSF0332	Model 1.5	End Of Life
44	APX6000	H98UCD9PW5AN	756CSF0333	Model 1.5	End Of Life
45	APX6000	H98UCD9PW5AN	756CSF0334	Model 1.5	End Of Life
46	APX6000	H98UCD9PW5AN	756CSF0335	Model 1.5	End Of Life
47	APX6000	H98UCD9PW5AN	756CSF0336	Model 1.5	End Of Life
48	APX6000	H98UCD9PW5AN	756CSF0337	Model 1.5	End Of Life
49	APX6000	H98UCD9PW5AN	756CSF0338	Model 1.5	End Of Life

50	APX6000	H98UCD9PW5AN	756CSF0339	Model 1.5	End Of Life
51	APX6000	H98UCD9PW5AN	756CSF0340	Model 1.5	End Of Life
52	APX6000	H98UCD9PW5AN	756CSF0341	Model 1.5	End Of Life
53	APX6000	H98UCD9PW5AN	756CSF0342	Model 1.5	End Of Life
54	APX6000	H98UCD9PW5AN	756CSF0343	Model 1.5	End Of Life
55	APX6000	H98UCD9PW5AN	756CSF0344	Model 1.5	End Of Life
56	APX6000	H98UCD9PW5AN	756CSF0345	Model 1.5	End Of Life
57	APX6000	H98UCD9PW5AN	756CSF0346	Model 1.5	End Of Life
58	APX6000	H98UCD9PW5AN	756CSF0347	Model 1.5	End Of Life
59	APX6000	H98UCD9PW5AN	756CSF0348	Model 1.5	End Of Life
60	APX6000	H98UCD9PW5AN	756CSF0349	Model 1.5	End Of Life
61	APX6000	H98UCD9PW5AN	756CSF0350	Model 1.5	End Of Life
62	APX6000	H98UCD9PW5AN	756CSF0351	Model 1.5	End Of Life
63	APX6000	H98UCD9PW5AN	756CSF0352	Model 1.5	End Of Life
64	APX6000	H98UCD9PW5AN	481CSF3837	Model 1.5	End Of Life
65	APX6000	H98UCD9PW5AN	481CSF3838	Model 1.5	End Of Life
66	APX6000	H98UCD9PW5AN	481CSF3839	Model 1.5	End Of Life
67	APX6000	H98UCD9PW5AN	481CSF3840	Model 1.5	End Of Life
68	APX6000	H98UCD9PW5AN	481CSF3841	Model 1.5	End Of Life
69	APX6000	H98UCD9PW5AN	481CSF3842	Model 1.5	End Of Life
70	APX6000	H98UCD9PW5AN	481CSF3843	Model 1.5	End Of Life
71	APX6000	H98UCD9PW5AN	481CSF3844	Model 1.5	End Of Life
72	APX6000	H98UCD9PW5AN	481CSF3845	Model 1.5	End Of Life
73	APX6000	H98UCD9PW5AN	481CSF3846	Model 1.5	End Of Life
74	APX6000	H98UCD9PW5AN	481CSF3847	Model 1.5	End Of Life
75	APX6000	H98UCD9PW5AN	481CSF3848	Model 1.5	End Of Life
76	APX6000	H98UCD9PW5AN	481CSF3849	Model 1.5	End Of Life
77	APX6000	H98UCD9PW5AN	481CSF3850	Model 1.5	End Of Life
78	APX6000	H98UCD9PW5AN	481CSF3851	Model 1.5	End Of Life
79	APX6000	H98UCD9PW5AN	481CSF3852	Model 1.5	End Of Life
80	APX6000	H98UCD9PW5AN	481CSF3853	Model 1.5	End Of Life
81	APX6000	H98UCD9PW5AN	481CSF3854	Model 1.5	End Of Life
82	APX6000	H98UCD9PW5AN	481CSF3855	Model 1.5	End Of Life
83	APX6000	H98UCD9PW5AN	481CSF3856	Model 1.5	End Of Life
84	APX6000	H98UCD9PW5AN	481CSF3857	Model 1.5	End Of Life
85	APX6000	H98UCD9PW5AN	481CSF3858	Model 1.5	End Of Life
1	APX4000	H51UCF9PW6AN	426CSF2014	Model 2	End Of Life
2	APX4000	H51UCF9PW6AN	426CSF2015	Model 2	End Of Life
3	APX4000	H51UCF9PW6AN	426CSF2016	Model 2	End Of Life
4	APX4000	H51UCF9PW6AN	426CSF2017	Model 2	End Of Life
5	APX4000	H51UCF9PW6AN	426CSF2018	Model 2	End Of Life
6	APX4000	H51UCF9PW6AN	426CSF2019	Model 2	End Of Life
7	APX4000	H51UCF9PW6AN	426CSF2020	Model 2	End Of Life
8	APX4000	H51UCF9PW6AN	426CSF2021	Model 2	End Of Life
9	APX4000	H51UCF9PW6AN	426CSF2022	Model 2	End Of Life
10	APX4000	H51UCF9PW6AN	426CSF2023	Model 2	End Of Life

11	APX4000	H51UCF9PW6AN	426CSF2024	Model 2	End Of Life
12	APX4000	H51UCF9PW6AN	426CSF2025	Model 2	End Of Life
13	APX4000	H51UCF9PW6AN	426CSF2026	Model 2	End Of Life
14	APX4000	H51UCF9PW6AN	426CSF2027	Model 2	End Of Life
15	APX4000	H51UCF9PW6AN	426CSF2028	Model 2	End Of Life
16	APX4000	H51UCF9PW6AN	426CSF2029	Model 2	End Of Life
17	APX4000	H51UCF9PW6AN	426CSF2030	Model 2	End Of Life
18	APX4000	H51UCF9PW6AN	426CSF2031	Model 2	End Of Life
19	APX4000	H51UCF9PW6AN	426CSF2032	Model 2	End Of Life
1	APX6500	M25URS9PW1AN	527CRH0812	Mid Power	End Of Life
2	APX6500	M25URS9PW1AN	527CRH0813	Mid Power	End Of Life
3	APX6500	M25URS9PW1AN	527CQK2029	Mid Power	End Of Life
4	APX6500	M25URS9PW1AN	527CRR1426	Mid Power	End Of Life
5	APX6500	M25URS9PW1AN	527CSF2257	Mid Power	End Of Life
6	APX6500	M25URS9PW1AN	527CSF2258	Mid Power	End Of Life
7	APX6500	M25URS9PW1AN	527CSF2259	Mid Power	End Of Life
8	APX6500	M25URS9PW1AN	527CSF2260	Mid Power	End Of Life
9	APX6500	M25URS9PW1AN	527CSF2261	Mid Power	End Of Life
10	APX6500	M25URS9PW1AN	527CSF2262	Mid Power	End Of Life
11	APX6500	M25URS9PW1AN	527CSF2263	Mid Power	End Of Life
12	APX6500	M25URS9PW1AN	527CSF2264	Mid Power	End Of Life
13	APX6500	M25URS9PW1AN	527CSF2265	Mid Power	End Of Life
14	APX6500	M25URS9PW1AN	527CSF2266	Mid Power	End Of Life
15	APX6500	M25URS9PW1AN	527CSF2267	Mid Power	End Of Life
16	APX6500	M25URS9PW1AN	527CSF2268	Mid Power	End Of Life
17	APX6500	M25URS9PW1AN	527CSF2269	Mid Power	End Of Life
18	APX6500	M25URS9PW1AN	527CSF2270	Mid Power	End Of Life
19	APX6500	M25URS9PW1AN	527CSF2271	Mid Power	End Of Life
20	APX6500	M25URS9PW1AN	527CSF2272	Mid Power	End Of Life
21	APX6500	M25URS9PW1AN	527CSF2273	Mid Power	End Of Life
22	APX6500	M25URS9PW1AN	527CSF2274	Mid Power	End Of Life
23	APX6500	M25URS9PW1AN	527CSF2275	Mid Power	End Of Life
24	APX6500	M25URS9PW1AN	527CSF2276	Mid Power	End Of Life
25	APX6500	M25URS9PW1AN	527CSF2317	Mid Power	End Of Life
26	APX6500	M25URS9PW1AN	527CFS2318	Mid Power	End Of Life
27	APX6500	M25URS9PW1AN	527CFS2319	Mid Power	End Of Life
28	APX6500	M25URS9PW1AN	527CSF2320	Mid Power	End Of Life
29	APX6500	M25URS9PW1AN	527CSF2321	Mid Power	End Of Life
30	APX6500	M25URS9PW1AN	527CSF2322	Mid Power	End Of Life
31	APX6500	M25URS9PW1AN	527CSF2323	Mid Power	End Of Life
32	APX6500	M25URS9PW1AN	527CSF2324	Mid Power	End Of Life
33	APX6500	M25URS9PW1AN	527CSF2325	Mid Power	End Of Life
34	APX6500	M25URS9PW1AN	527CSF2326	Mid Power	End Of Life
35	APX6500	M25URS9PW1AN	527CSF2327	Mid Power	End Of Life
36	APX6500	M25URS9PW1AN	527CSF2328	Mid Power	End Of Life
37	APX6500	M25URS9PW1AN	527CSF2329	Mid Power	End Of Life

38	APX6500	M25URS9PW1AN	527CSF2330	Mid Power	End Of Life
39	APX6500	M25URS9PW1AN	527CSF2331	Mid Power	End Of Life
40	APX6500	M25URS9PW1AN	527CSF2332	Mid Power	End Of Life
41	APX6500	M25URS9PW1AN	527CSF2333	Mid Power	End Of Life
42	APX6500	M25URS9PW1AN	527CSF2334	Mid Power	End Of Life
43	APX6500	M25URS9PW1AN	527CSF2335	Mid Power	End Of Life
44	APX6500	M25URS9PW1AN	527CSF2336	Mid Power	End Of Life
45	APX6500	M25URS9PW1AN	527CSF2337	Mid Power	End Of Life
46	APX6500	M25URS9PW1AN	527CSF2338	Mid Power	End Of Life
47	APX6500	M25URS9PW1AN	527CSF2339	Mid Power	End Of Life
48	APX6500	M25URS9PW1AN	527CSF2380	Mid Power	End Of Life
49	APX6500	M25URS9PW1AN	527CSF2441	Mid Power	End Of Life
50	APX6500	M25URS9PW1AN	527CSF2442	Mid Power	End Of Life
51	APX6500	M25URS9PW1AN	527CSF2443	Mid Power	End Of Life
52	APX6500	M25URS9PW1AN	527CSF2444	Mid Power	End Of Life
53	APX6500	M25URS9PW1AN	527CSF2445	Mid Power	End Of Life
54	APX6500	M25URS9PW1AN	527CSF2446	Mid Power	End Of Life
55	APX6500	M25URS9PW1AN	527CSF2447	Mid Power	End Of Life
56	APX6500	M25URS9PW1AN	527CSF2448	Mid Power	End Of Life
57	APX6500	M25URS9PW1AN	527CSF2449	Mid Power	End Of Life
58	APX6500	M25URS9PW1AN	527CSF2450	Mid Power	End Of Life
59	APX6500	M25URS9PW1AN	527CSF2451	Mid Power	End Of Life
60	APX6500	M25URS9PW1AN	527CSF2452	Mid Power	End Of Life
61	APX6500	M25URS9PW1AN	527CSF2453	Mid Power	End Of Life
62	APX6500	M25URS9PW1AN	527CSF2454	Mid Power	End Of Life
63	APX6500	M25URS9PW1AN	527CSF2455	Mid Power	End Of Life
64	APX6500	M25URS9PW1AN	527CSF2456	Mid Power	End Of Life
65	APX6500	M25URS9PW1AN	527CSF2457	Mid Power	End Of Life
66	APX6500	M25URS9PW1AN	527CSF2458	Mid Power	End Of Life
67	APX6500	M25URS9PW1AN	527CSF2459	Mid Power	End Of Life
68	APX6500	M25URS9PW1AN	527CSF2460	Mid Power	End Of Life
69	APX6500	M25URS9PW1AN	527CSF2495	Mid Power	End Of Life
70	APX6500	M25URS9PW1AN	527CSF2496	Mid Power	End Of Life
71	APX6500	M25URS9PW1AN	527CSF2497	Mid Power	End Of Life
72	APX6500	M25URS9PW1AN	527CSF2498	Mid Power	End Of Life
73	APX6500	M25URS9PW1AN	527CSF2499	Mid Power	End Of Life
74	APX6500	M25URS9PW1AN	527CSF2500	Mid Power	End Of Life
75	APX6500	M25URS9PW1AN	527CSF2501	Mid Power	End Of Life
76	APX6500	M25URS9PW1AN	527CSF2502	Mid Power	End Of Life
77	APX6500	M25URS9PW1AN	527CSF2503	Mid Power	End Of Life
78	APX6500	M25URS9PW1AN	527CSF2504	Mid Power	End Of Life
79	APX6500	M25URS9PW1AN	527CSF2505	Mid Power	End Of Life
80	APX6500	M25URS9PW1AN	527CSF2506	Mid Power	End Of Life
81	APX6500	M25URS9PW1AN	527CSF2507	Mid Power	End Of Life
82	APX6500	M25URS9PW1AN	527CSF2508	Mid Power	End Of Life
83	APX6500	M25URS9PW1AN	527CSF2509	Mid Power	End Of Life
84	APX6500	M25URS9PW1AN	527CSF2510	Mid Power	End Of Life

85	APX6500	M25URS9PW1AN	527CSF2511	Mid Power	End Of Life
86	APX6500	M25URS9PW1AN	527CSF2512	Mid Power	End Of Life
87	APX6500	M25URS9PW1AN	527CSF2513	Mid Power	End Of Life
88	APX6500	M25URS9PW1AN	527CSF2514	Mid Power	End Of Life
89	APX6500	M25URS9PW1AN	527CSF2515	Mid Power	End Of Life
90	APX6500	M25URS9PW1AN	527CSF2516	Mid Power	End Of Life
91	APX6500	M25URS9PW1AN	527CSF2517	Mid Power	End Of Life
92	APX6500	M25URS9PW1AN	527CSF2518	Mid Power	End Of Life
93	APX6500	M25URS9PW1AN	527CSF2519	Mid Power	End Of Life
94	APX6500	M25URS9PW1AN	527CSF2520	Mid Power	End Of Life
95	APX6500	M25URS9PW1AN	527CSF2521	Mid Power	End Of Life
96	APX6500	M25URS9PW1AN	527CSF2522	Mid Power	End Of Life
97	APX6500	M25URS9PW1AN	527CSF2523	Mid Power	End Of Life
98	APX6500	M25URS9PW1AN	527CSF2524	Mid Power	End Of Life
99	APX6500	M25URS9PW1AN	527CSF2525	Mid Power	End Of Life
100	APX6500	M25URS9PW1AN	527CSF2526	Mid Power	End Of Life
101	APX6500	M25URS9PW1AN	527CSF2527	Mid Power	End Of Life
102	APX6500	M25URS9PW1AN	527CSF2528	Mid Power	End Of Life
103	APX6500	M25URS9PW1AN	527CSF2529	Mid Power	End Of Life
104	APX6500	M25URS9PW1AN	527CSF2530	Mid Power	End Of Life
105	APX6500	M25URS9PW1AN	527CSF2531	Mid Power	End Of Life
106	APX6500	M25URS9PW1AN	527CSF2532	Mid Power	End Of Life
107	APX6500	M25URS9PW1AN	527CSF2533	Mid Power	End Of Life
108	APX6500	M25URS9PW1AN	527CSF2534	Mid Power	End Of Life
109	APX6500	M25URS9PW1AN	527CSF2535	Mid Power	End Of Life
110	APX6500	M25URS9PW1AN	527CSF2536	Mid Power	End Of Life
111	APX6500	M25URS9PW1AN	527CSF2537	Mid Power	End Of Life
112	APX6500	M25URS9PW1AN	527CSF2538	Mid Power	End Of Life
113	APX6500	M25URS9PW1AN	527CSF2539	Mid Power	End Of Life
114	APX6500	M25URS9PW1AN	527CSF2540	Mid Power	End Of Life
115	APX6500	M25URS9PW1AN	527CSF2541	Mid Power	End Of Life
116	APX6500	M25URS9PW1AN	527CSF2542	Mid Power	End Of Life
117	APX6500	M25URS9PW1AN	527CSF2543	Mid Power	End Of Life
118	APX6500	M25URS9PW1AN	527CSF2544	Mid Power	End Of Life
119	APX6500	M25URS9PW1AN	527CSF2545	Mid Power	End Of Life
120	APX6500	M25URS9PW1AN	527CSF2546	Mid Power	End Of Life
121	APX6500	M25URS9PW1AN	527CSF2547	Mid Power	End Of Life
122	APX6500	M25URS9PW1AN	527CSF2548	Mid Power	End Of Life
123	APX6500	M25URS9PW1AN	527CSF2549	Mid Power	End Of Life
124	APX6500	M25URS9PW1AN	527CSF2550	Mid Power	End Of Life
125	APX6500	M25URS9PW1AN	527CSF2551	Mid Power	End Of Life
126	APX6500	M25URS9PW1AN	527CSF2552	Mid Power	End Of Life
127	APX6500	M25URS9PW1AN	527CSF2553	Mid Power	End Of Life
128	APX6500	M25URS9PW1AN	527CSF2554	Mid Power	End Of Life
129	APX6500	M25URS9PW1AN	527CVT2498	Mid Power	End Of Life
130	APX6500	M25URS9PW1AN	527CVT2499	Mid Power	End Of Life
131	APX6500	M25URS9PW1AN	527CVT2500	Mid Power	End Of Life

132	APX6500	M25URS9PW1AN	527CVT2501	Mid Power	End Of Life
1	APX7500	L30URS9PW1AN	761CSF0163	Single Band	End Of Life
2	APX7500	L30URS9PW1AN	761CSF0164	Single Band	End Of Life
3	APX7500	L30URS9PW1AN	761CSF0165	Single Band	End Of Life
4	APX7500	L30URS9PW1AN	761CSF0166	Single Band	End Of Life
5	APX7500	L30URS9PW1AN	761CSF0167	Single Band	End Of Life
6	APX7500	L30URS9PW1AN	761CSF0168	Single Band	End Of Life
1	APX8500	M37TSS9PW1AN	681CWK1745	All Band	Supported

Radios flagged as End Of Life will be supported on a Commercially Reasonable Effort depending upon parts availability

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Police Dept.
Division	Police Department
Point of Contact	Karl Maracotta
Phone Number	561-742-6170
Vendor	
Company Name	Motorola Solutions
Address	800 W Sunrise, Plantation, Florida 33322
Phone Number	954-520-8868
Point of Contact and Title	Cindee Markes, Customer Support Manager
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	None as Motorola is the only one to provide this service.
Product or Service	
Product/Service Name	Recurring Services
Manufacturer	Motorola
Make/Model #	N/A
Price	161,036.88
Did you negotiate the terms or prices with the vendor? ■ Yes ☐ No	
Why is this price considered to be fair and reasonable? Yes	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☐ Yes ☐ No

Section B – Justification

This is a sole source because (choose any that apply):

- ■ Sole provider of a licensed or patented good or service
- ☐ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.
- ☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)
- ☐ Single Source of factory-authorized warranty service
- ☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).
- ☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? Please be specific.

Motorola Solutions is the sole vendor to provide support for the P25 Radio system.

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

_____ _____
Signature Date

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☐ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☐ to be advertised for a period of 7 business days before award.

_____ _____
Signature Date

MOTOROLA SOLUTIONS

Address Reply To:
8000 W Sunrise
Plantation, FL 33322
(954) 723-4718 Phone
(954) 723-4791 Fax

March 11, 2025

Karl Maracotta
City of Boynton Beach
100 E Boynton Beach Blvd.
Boynton Beach, FL 33435

Subject: Sole Source Justification Letter

Dear Mr. Maracotta

Over the years the City's Motorola Public Safety Radio Communications system has been maintained and supported by the our local Motorola Field Service Organization. The service team you presently have maintains customers throughout Martin, Palm Beach, Broward, Dade and Monroe County. The close cooperation between the system users and Motorola has resulted in a public safety radio system that provides outstanding capabilities to the City of Boynton Beach. Motorola takes great pride in delivering this level of reliability to its customers.

This radio system was manufactured, installed and has been continuously maintained by Motorola since the original purchase. Most of the installed equipment contains proprietary information and other protected design aspects, which are known only to Motorola Solutions, Inc. The proprietary nature of the system is also related to the software that drives the system.

Because of the proprietary nature of the radio system, any components or equipment replaced or added to the system must be provided by Motorola in order to maintain the integrity and the reliability of the system.

Since Motorola installed the entire radio system, our familiarity with the network and the associated equipment enables us to provide the City of Boynton Beach with the highest standard of reliability for both the system's infrastructure and subscriber units. Because of strict licensing controls, some communication technology used in the system requires special handling and repair measures, which can only be carried out at our Motorola Field Service Organization.

In addition, the City of Boynton Beach entered into an agreement with Palm Beach County to connect to and utilize the County's P25 Master Site as opposed to the City purchasing their own. As a part of this agreement between the City and Palm Beach County, the County requires any agency connected to their Motorola P25 Master Site to obtain a Motorola Service Agreement and a SUA (System Upgrade Agreement) in order to

maintain the integrity and reliability for all the Public Safety Radio Systems connected to their Master Site.

Should you have any questions or if I can be of further assistance, feel free to contact me at Cindee@Motorolasolutions.com or 954-520-8868.

Sincerely,

Cindee Markes

Cindee Markes
Customer Support Manager
Motorola Solutions, Inc.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-093- Approve the Piggyback Agreement between the City and Honeywell International, Inc., utilizing pricing from National Purchasing Partners ("NPPGov") through LEAGUE OF OREGON CITIES contract for the purchase of a Fire Station Alerting system for the budgeted amount of up to $800,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-093.

Explanation of Request: Boynton Beach Fire Rescue currently relies on a Zetron FSA system to alert stations, which is no longer supported. This system uses a radio tone followed by the dispatcher's voice to transmit alerts. Dispatchers must wait approximately five seconds for the tone to end before speaking, or their voice is cut off. If they speak too soon, critical information such as the dispatched unit may be unclear or missing.

To address these limitations, we are seeking to purchase a modern fire station alerting system, the Phoenix G2 by US Digital Designs (USDD), a Honeywell company. This state of the art system is designed to enhance response times while also providing significant health benefits to our firefighters. The Phoenix G2 features a gradual (soft ramp-up) tone and an automated voice for initial dispatch communications, improving clarity and reducing auditory strain.

This purchase will be procured utilizing the Honeywell's National Contract through National Purchasing Partners ("NPPGov") and RFP No. 04-2020, which complies with the City's procurement policy and piggyback exemption.

Piggyback contracts significantly benefit the City of Boynton Beach by providing a cost-effective and efficient way to procure goods and services. By leveraging agreements already in place with other governmental entities, the City can avoid the time-consuming and expensive process of issuing its own competitive bids. This allows quicker access to needed resources while often securing more favorable pricing due to the economies of scale achieved through larger contracts. Additionally, piggybacking ensures the City can tap into pre-vetted vendors who have already been thoroughly evaluated, reducing administrative burdens and risks associated with vendor selection. Ultimately, piggyback contracts streamline procurement, save taxpayer money, and improve the efficiency of City operations. The pricing has been checked and verified by the City's procurement division

How will this affect city programs or services? This system will enhance emergency response across the City and reduce response times. With an integrated mobile application, firefighters will have immediate access to call details, addresses, and routing information on

assigned unit devices, minimizing the need to verify locations and call types. This system will also enhance communication operations, ultimately improving public safety and service to the community.

Budgeted Item: Yes

Account Line Item and Description: Fire Assessment - 302-4101-522.64-15 Is Budgeted Here for $800,000

Fiscal Impact: Approving the procurement of the Fire Alerting System from Honeywell at the national contract pricing will result in significant cost savings for the City.

Attachments:
R25-093 Agenda_Item_2882-2025_-_Piggyback_Agreement_-_Honeywell_International__Inc.(1).docx
Exhibit A to Resolution - Matter 24-0835 - Piggyback Agreement - Honeywell - Fire Alert System - Draft -Final 3.24.25 signed.pdf
Exhibit A to Agmt - LOC-Intergovernmental-Agreement.pdf
Composite Exhibit B.pdf
Exhibit C - Quote.pdf
LOC-RFP-PUBLIC-SAFETY-SOFTWEARE-SOLUTIONS-DATA-COLLECTION-STORAGE-AND-UTILIZATION-2020-FINAL.pdf
Public-Safety-Software-Solutions-Data-Collection-Storage-and-Utilization-RFP-2020-Synopsis.pdf
Honeywell Contract LOC.pdf

RESOLUTION NO. R25-093

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH HONEYWELL INTERNATIONAL, INC. FOR PURCHASE OF A FIRE STATION ALERTING SYSTEM, THE PHOENIX G2 BY U.S. DIGITAL DESIGNS, FOR AN AMOUNT NOT-TO-EXCEED $800,000.00, AND FOR ALL OTHER PURPOSES.

WHEREAS, the City currently relies on an outdated Zeltra FSA Dispatch System to alert fire stations; and

WHEREAS, the City requires an updated Fire Station alerting system, which provides firefighters immediate access to call details, addresses, and routing information on assigned unit devices to enhance emergency response across the City; and

WHEREAS, the League of Oregon Cities issued a “Request for Proposal” (RFP No. 04-2020) for Public Safety Software Solutions, Data Collection, Storage, and Utilization; and entered into an Master Price Agreement with Honeywell International, Inc. (“Vendor”) for Public Safety Software Solutions, Data Collection, Storage, and Utilization; and

WHEREAS, the League of Oregon Cities, as the Lead Contracting Agency, works in cooperation with participating agencies that are members of National Purchasing Partners (NPP) to allow agencies to reciprocally utilize competitively solicited Master Price Agreements; and

WHEREAS, Boynton Beach Fire Rescue is a participating agency and member of NPP; and

WHEREAS, the requested Piggyback Agreement with the Vendor is necessary to the functions of the City; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor to provide the City with Phoenix G2 fire station alerting system, with a cost of not-to-exceed $800,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for Phoenix G2 fire station alerting system, with a not-to-exceed $800,000.00 (the "Agreement"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Taralyn Pratt to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND HONEYWELL INTERNATIONAL, INC.

This Piggyback Agreement is made as of this __ day of _____, 2025, by and between Honeywell International, Inc., a Delaware corporation authorized to transact business in Florida with a principal address of 855 S. Mint Street, Charlotte, NC 28202, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on January 6, 2020, the League of Oregon Cities (LOC), issued a "Request for Proposal" (RFP) No. 2020, to establish a Master Agreement to procure Public Safety Software Solutions, Data Collection, Storage, and Utilization; and

WHEREAS, the League of Oregon Cities found Honeywell International, Inc. to be a responsive, responsible bidder and awarded a Master Price Agreement for an initial term of three (3) years, commencing on June 2, 2020, which will automatically extend for up to three (3) successive one (1) year periods; terminating June 1, 2026, Contract No.: PS20350 ("Master Agreement"); and

WHEREAS, the League of Oregon Cities, as the Lead Contracting Agency, works in cooperation with Participating Agencies, that are members of National Purchasing Partners (NPP) and its Government Division dba NPPGov, dba Public Safety GPO, dba First Responder GPO, dba EMS GPO, and dba Law Enforcement GPO; and

WHEREAS, Boynton Beach Fire Rescue is a member of NPP (M-5697309); and

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency, a copy of the Intergovernmental Cooperative Purchasing Agreement is attached hereto as Exhibit "A"; and

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions, and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of

an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to ensure the continued service of Public Safety Software Solutions, Data Collection, Storage, and Utilization, the City Fire Department is requesting to enter into a Piggyback Agreement with the Vendor for all City Departments as needed; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Intergovernmental Cooperative Purchasing Agreement and Master Agreement, a copy of the Master Agreement and all Amendments to the Master Agreement are attached as Composite Exhibit "B."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until June 1, 2026. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "League of Oregon Cities (LOC)" or "National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO " are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed **EIGHT HUNDRED THOUSAND DOLLARS ($800,000.00)** for the agreement term. A copy of the Price Quote is attached hereto as Exhibit "C."

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach

P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

   Boynton Beach Finance Department
   Attn: Accounts Payable
   P.O. Box 310
   Boynton Beach, FL 33425.

   Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

   The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

   The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

   A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment

Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

25. SEVERABILITY. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

26. ANTI-HUMAN TRAFFICKING. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and sealed the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

HONEYWELL INTERNATIONAL, INC.

Susheel Tenguria Digitally signed by Susheel Tenguria Date: 2025.03.24 16:09:10 -07'00'

(Signature)

Honeywell International, Inc.

Susheel Tenguria

Print Name of Authorized Official

General Manager

Title

(Corporate Seal)

Attest/Authenticated:

Maribeth Kascht Digitally signed by Maribeth Kascht Date: 2025.03.24 16:09:56 -07'00'

(Signature), Witness

Maribeth Kascht

Print Name

EXHIBIT "A"
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

EXHIBIT "B"
MASTER PRICE AGREEMENT BETWEEN LEAGUE OF OREGON CITIES AND HONEYWELL INTERNATIONAL, INC.
(PS20350 AND AMENDMENTS 1-7)

EXHIBIT "C"
QUOTE

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
38C546F8869143E...
BY:
ITS:

Date: 3/26/2020

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date:_____
BY: _____
ITS: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____
_____
_____
Telephone No.:_____
Email:_____

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and US Digital Designs, Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Public Safety Software Solutions, Data Collection, Storage and Utilization, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Public Safety Software Solutions, Data Collection, Storage and Utilization the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2020 for Public Safety Software Solutions, Data Collection, Storage and Utilization; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2020 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "EUAA" means an End User Acknowledgement and Agreement hereafter entered into between Vendor and a Purchaser (other than the Lead Contracting Agency) in a form acceptable to Vendor in its sole discretion, which shall address, among other issues (i) the warranty applicable to the Products and Services, (ii) Vendor's retention of its intellectual property rights, (iii) licensing of Vendor's intellectual property rights to Purchaser, (iv) the terms of installation, technical specifications, and scope of work, and (v) any other terms

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

and conditions necessary to facilitate and govern the transaction. A sample EUAA is attached at Attachment F.

1.5 "Intellectual Property" means any and all rights of USDD related to USDD's products, Software, and Hardware, 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 effect worldwide.

1.6 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.7 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.8 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.9 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.10 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.11 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.12 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.13 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements, which terms may be included in the EUAA. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern.

2.4 Purchaser agrees that no Purchase Order issued hereunder shall be binding on Vendor unless and until the following contingencies ("Contingencies") are satisfied or waived in writing by Vendor:

2.4.1 The Purchaser and Vendor have entered into an EUAA in a form acceptable to Vendor in its sole discretion; and

2.4.2 The execution of a separate written contract between Vendor and Purchaser, in a form acceptable to Vendor in its sole and absolute discretion, for service and maintenance of the System after expiration of the warranty period for the Products and Services delivered hereunder (the "Service Agreement").

2.5 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is <u>not</u> <u>exclusive</u>. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party. Purchaser expressly acknowledges and agrees that Vendor may sell, at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement to any third party, including Participating Agencies, either through this Agreement or any other agreement.

2.6 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.7 Extension of contract terms to Participating Agencies:

2.7.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser"

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

3.3 The forgoing terms of this Article apply only between Vendor and the Lead Contracting Agency. The "Term and Termination" terms as between Vendor and any Participating Agency may be addressed in the EUAA. Termination of this Agreement shall have no effect on any EUAA entered into prior to such termination. Vendor shall not enter into an EUAA in reliance on this Agreement subsequent to the termination of this Agreement.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser. Additional invoicing terms may be addressed in the EUAA.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) or the EUAA shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.5 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.6 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.7 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 The foregoing terms of this Article apply only between Vendor and the Lead Contracting Agency. Insurance required by any Participating Agency may be addressed in the EUAA.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 – RESERVED

ARTICLE 9 – RESERVED

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY/ INTELLECTUAL PROPERTY AND LICENSING

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

11.3 Purchaser hereby agrees and acknowledges that Vendor (USDD) owns all rights, title, and interest in and to the Intellectual Property. Purchaser 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 products. Nothing herein shall be deemed to give, transfer, or convey to Purchaser any rights in the Intellectual Property other than the license to use the Software, as set forth below.

11.4
At all times that Purchaser is in compliance with the terms of this MPA and any applicable EUAA, Purchaser shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the Products and Services.

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

US DIGITAL DESIGNS, INC.
1835 E. Sixth Street
Suite 27
Tempe AZ 85281
ATTN: Erik Hanson
Email: ehanson@usdd.com

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: DocuSigned by: 38C546F8869143E... _____

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 6/2/2020

VENDOR:

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

Signature: DocuSigned by: Dominic Magnoni 179E45F91BD8445...

Printed Name: Dominic Magnoni

Title: VP - General Manager

US Digital Designs, Inc.

Dated: 6/2/2020

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

The following is the catalog pricing and a fixed 10% discount pricing provided by USDD under this Response. The pricing is derived from USDD's latest catalog pricing (March 2020):

DISPATCH SYSTEM INTERFACES				
Description	**Part No.**	US LIST PRICE	DISCOUNT OFF LIST	**LOC PRICE**
Radio System Interface (Full Console Interface) - Requires (owner-furbished) dedicated console, specifically and solely tasked for Station Alerting)	**RSI-P**	$ 13,650.00	10%	**$ 12,285.00**
CAD Interface - TBD (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-P**	$ 11,950.00	10%	**$ 10,755.00**

DISPATCH SYSTEM COMPONENTS				
Description	**Part No.**	US LIST PRICE	DISCOUNT OFF LIST	**LOC PRICE**
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	**G2-GW**	$ 10,425.00	10%	**$ 9,382.50**
G2 Gateway Audio Radio Interface (**GaRi**) - Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	**GaRI2**	$ 2,450.00	10%	**$ 2,205.00**
Rack-Mount Adapter Plate - Mounts (up to) 2 GaRI2s in 19" Rack	**GaRI2-RMP**	$ 52.00	10%	**$ 46.80**
G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	**TVR**	$ 975.00	10%	**$ 877.50**
G2 Light Tower Interface	**LTI**	$ 575.00	10%	**$ 517.50**

DISPATCH SYSTEM SERVICES				
Description	**Part No.**	US LIST PRICE	DISCOUNT OFF LIST	**LOC PRICE**
Gateway Configuration & Modifications	**GW-CM**	$ 310.00	10%	**$ 279.00**
Gateway Installation / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	**GW-I-O**	$ 875.00	10%	**$ 787.50**

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE by USDD Personnel)	**GW-I-C**	$ 325.00	10%	**$ 292.50**
Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	**GW-SU-O**	$ 5,925.00	10%	**$ 5,391.75**
Gateway Project Management	**GW-PM**	$ -	10%	**$ -**
Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	**TRA-DIS-O**	$ 4,025.00	10%	**$ 3,622.50**
Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	**TRA-DIS-R**	$ 1,200.00	10%	**$ 1,080.00**
Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	**TRA-STA-O**	$ 4,025.00	10%	**$ 3,622.50**
Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	**TRA-STA-R**	$ 1,200.00	10%	**$ 1,080.00**
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-O**	$ 5,325.00	10%	**$ 4,792.50**
Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$ 2,725.00	10%	**$ 2,452.50**

DISPATCH MOBILE ALERTING APP LICENSES

Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
G2 MOBILE FSAS APP - Single Device License / Per Year Cost ($9.00 / $8.10 per Month)	**APP-DLA**	$ 108.00	10%	**$ 97.20**

DISPATCH MAPPING COMPONENTS

Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

G2 FSA Mapping Server (Hardware for mapping interface) 1@2RU ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.	**MAP-CUS**	$ 4,625.00	10%	**$ 4,162.50**

DISPATCH MAPPING SERVICES				
Description	**Part No.**	US LIST PRICE	DISCOUNT OFF LIST	**LOC PRICE**
G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) Using National Street Data we provide, as-is	**MAP-CLD**	$ 1,540.00	10%	**$ 1,386.00**
System Configuration and Modification for Mapping	**MAP-CM**	$ 310.00	10%	**$ 279.00**
Customer-Hosted Mapping Server Configuration and Start-up	**MAP-CSU-O**	$ 5,925.00	10%	**$ 5,332.50**
Mapping Gateway Project Management	**MAP-PM**	$ 415.00	10%	**$ 373.50**
Training - Mapping Service - On-Site (4 Hours)	**MAP-TRN-O**	$ 4,025.00	10%	**$ 3,622.50**
Training - Mapping Services - At Arizona Training Center	**MAP-TRN-AZ**	$ 1,600.00	10%	**$ 1,440.00**
Training - Mapping Services - Remote Refresh (4 Hours)	**MAP-TRN-R**	$ 1,200.00	10%	**$ 1,080.00**

DISPATCH SYSTEM WARRANTY & SUPPORT				
Description	**Part No.**	US LIST PRICE	DISCOUNT OFF LIST	**LOC PRICE**
[STANDARD] **1st YEAR WARRANTY & SUPPORT** FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	**RS-1YR-STD**	$ -	10%	**$0.00**

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

[STANDARD] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ -	10%	**$ -**

LEGANCY SYSTEM MODERIZATION & EXPANSION COMPONENTS (to upgrade/update/expand previously-installed, existing systems)

Description	Part No.	US List Unit	DISCOUNT OFF LIST	LOC PRICE
Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	**MIXR-IP**	$ 1,440.00	10%	**$ 1,296.00**
Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	**PS-G248p12v2**	$ 2,105.00	10%	**$ 1,894.50**
UPS - Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	UPS-RM	$ 1,100.00	10%	**$ 990.00**
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	SRW226G4	$ 540.00	10%	**$ 486.00**
CONTROL MODULE for 70V AUDIO Systems. Includes (**1**) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for **(4) audio circuits.**	**IOR-70V-SW4-V1**	$ 1,550.00	10%	**$ 1,395.00**
CONTROL MODULE for 70V AUDIO Systems. Includes (**2**) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for **(8) audio circuits.**	**IOR_70V-SW8-V1**	$ 3,100.00	10%	**$ 2,790.00**

STATION SYSTEM SERVICE PARTS

Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
ATX Mother Board - Replacement for Damaged or EOL Original	**ATX-MBR**	$ 8,010.00	10%	**$ 7,209.00**
G2 Station Controller Software Upgrade - to ATX Station Controller	**G2-SCSU**	$ 10,800.00	10%	**$ 9,720.00**
ATX Network Switch (non-PoE) - 16-Port 10/100 - Replacement for Damaged or EOL Original Only	**ATX-NSR**	$ 320.00	10%	**$ 288.00**
ATX TouchPanel Computer - Replacement for Damaged or EOL Original (ships with new door assembly)	**ATX-TPR**	$ 6,875.00	10%	**$ 6,187.50**

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

STATION SYSTEM LICENSES

Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
G2 VOICEALERT - Single Station License.	**VA**	$ 1,030.00	10%	**$ 927.00**
G2 MOBILE FSAS APP - Single Device License.	**G2-APP-DLI**	$ 108.00	10%	**$ 97.20**

STATION SYSTEM CONTROL COMPONENTS

Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 21,750.00	10%	**$ 19,575.00**
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,325.00	10%	**$ 6,592.50**
Rack Mount Ears for ATX or EXP	ATX-E	$ 54.00	10%	**$ 48.60**
Base Plate for ATX or EXP	ATX-P	$ 54.00	10%	**$ 48.60**
ATX UPS, Standard	UPS-STD	$ 923.00	10%	**$ 830.70**
Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 57.00	10%	**$ 51.30**

STATION SYSTEM PERIPHERAL COMPONENTS

Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
Audio Amplifier, External, Standard	AMP	$ 987.00	10%	**$ 888.30**
Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	$ 66.00	10%	**$ 59.40**
G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	**CIR**	$ 725.00	10%	**$ 652.50**
G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR**	$ 975.00	10%	**$ 877.50**
Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	**FP-43**	$ 1,377.57	10%	**$ 1,239.81**
Flat Panel/TV Mount - Universal 23"-46" Tilt	**FPM-U**	$ 107.86	10%	**$ 97.07**
G2 I/O REMOTE Module w/ 8 In & 8 Out	**IOR**	$ 1,275.00	10%	**$ 1,147.50**
Push Button, Standard (Black)	PB-B	$ 110.00	10%	**$ 99.00**
Push Button, Emergency (Red)	PB-R	$ 110.00	10%	**$ 99.00**

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

G2 MESSAGE REMOTE 2 Module (2017 Version 2)	**MR2**	$	1,275.00	10%	**$ 1,147.50**
G2 MESSAGE SIGN (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$	915.00	10%	**$ 823.50**
G2 MESSAGE SIGN (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$	1,050.00	10%	**$ 945.00**
G2 MESSAGE SIGN (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$	1,575.00	10%	**$ 1,417.50**
MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$	38.00	10%	**$ 34.20**
MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$	49.00	10%	**$ 44.10**
MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$	73.00	10%	**$ 65.70**
MS Mount - Articulating, Long reach	MS-MNT-ART-L	$	287.00	10%	**$ 258.30**
G2 ROOM REMOTE 2 Module / 2017 version 2	**RR2**	$	2,025.00	10%	**$ 1,822.50**
RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$	46.00	10%	**$ 41.40**
RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	$	175.00	10%	**$ 157.50**
G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	**SPK-LED-FM**	$	325.00	10%	**$ 292.50**
G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$	325.00	10%	**$ 292.50**
G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and **with High-Intensity LED Strobe Light Arrays** - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$	815.00	10%	**$ 733.50**
SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$	13.00	10%	**$ 11.70**
SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$	48.00	10%	**$ 43.20**
SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	$	42.00	10%	**$ 37.80**

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$	85.00	10%	**$ 76.50**
SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$	85.00	10%	**$ 76.50**
SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$	310.00	10%	**$ 279.00**
G2 Strobe Light / Red LED	**STR**	$	550.00	10%	**$ 495.00**
Transformer, 8ohm to 70V, External	XFMR	$	53.00	10%	**$ 47.70**
VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$	1,700.00	10%	**$ 1,530.00**

STATION SYSTEM SERVICES

Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	**ST-INST**	$ -	10%	**$ -**
Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	$ -	10%	**$ -**
Station Configuration & Start-Up	**ST-SU**	$ -	10%	**$ -**
Station Project Management	**ST-PM**	$ -	10%	**$ -**
Station Engineering / Design Services	**ST-ES**	$ -	10%	**$ -**
Station Documentation	**ST-DM**	$ -	10%	**$ -**
Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	**TRA-UT-O**	$ 4,025.00	10%	**$ 3,622.50**
Station Training - User/Technician / Remote Refresh (2 Hours)	**TRA-UT-R**	$ 600.00	10%	**$ 540.00**
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	**TRA-IC-O**	$ 5,325.00	10%	**$ 4,792.50**
Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$ 2,725.00	10%	**$ 2,452.50**

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

STATION SYSTEM WARRANTY & SUPPORT				
Description	**Part No.**	US LIST PRICE	DISCOUNT OFF LIST	**LOC PRICE**
[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	**RS-1YR-STD**	$ -	10%	**$ -**
[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ -	10%	**$ -**

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

DocuSign Envelope ID: 04DEFD12-C26D-4B3F-81D4-C0D4EBD2193A

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

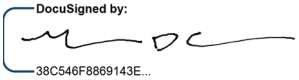
Certificate Of Completion

Envelope Id: 04DEFD12C26D4B3F81D4C0D4EBD2193A
Status: Completed
Subject: Please DocuSign: MPA 2020 Between LOC and US Digital - MS FINAL V2.pdf
Source Envelope:
Document Pages: 24
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 24.16.218.197

Record Tracking

Status: Original
6/2/2020 2:02:57 PM
Holder: Bill DeMars
bill.demars@nppgov.com
Location: DocuSign

Signer Events	Signature	Timestamp
Dominic Magnoni dmagnoni@usdd.com VP - General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Dominic Magnoni 179E45F91BD8445... Signature Adoption: Pre-selected Style Using IP Address: 24.250.118.109	Sent: 6/2/2020 2:08:17 PM Viewed: 6/2/2020 2:21:32 PM Signed: 6/2/2020 2:21:48 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:21:32 PM ID: b9c395fc-1f9f-434e-a1d6-7e4263b2ca29		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by:  38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219	Sent: 6/2/2020 2:08:17 PM Resent: 6/2/2020 2:21:51 PM Viewed: 6/2/2020 2:35:36 PM Signed: 6/2/2020 2:35:52 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:35:36 PM ID: 4e158c3c-bc36-43e3-865d-b3609ff6b081		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/2/2020 2:21:51 PM
Certified Delivered	Security Checked	6/2/2020 2:35:36 PM
Signing Complete	Security Checked	6/2/2020 2:35:52 PM
Completed	Security Checked	6/2/2020 2:35:52 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

DocuSign Envelope ID: CF917C01-217C-4713-8314-D788DFA36ABC

First Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Amend Attachment A in its Entirety

This Amendment to the Master Price Agreement is entered into this 8TH day of June 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and US DIGITAL DESIGNS, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to amend in its entirety Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 1, 2022, to amend in its entirety Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect all of the changes to Attachment A.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: CF917C01-217C-4713-8314-D788DFA36ABC

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Amend in Entirety**. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

The following is the catalog pricing and a fixed 10% discount pricing provided by USDD under the Contract. The pricing is derived from USDD's latest catalog pricing (June 1, 2022)

DISPATCH LEVEL SYSTEM				
Product /Service Description	**Part No**	**USDD List**	**Discount**	**LOC Price**
Radio System Interface (Full Console Interface) – To L3Harris SYMPHONY (Requires Applications Server (DA2) and owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-SYMP**	$13,650.00	10%	$12,285.00
Radio System Interface (Full Console Interface) – To **L3Harris MAESTRO** (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-MAES**	$13,650.00	10%	$12,285.00
Radio System Interface (Full Console Interface) – To **Motorola MCC7500** (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-MCC7**	$13,650.00	10%	$12,285.00
CAD Interface – **TBD** (USDD-side Only – Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-P**	$14,25000	10%	$12,825.00
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	**G2-GW**	$10,425.00	10%	$9,382.50
G2 Communications Gateway – VMWare Virtual (Software for Controller with Install Assistance)	**G2-VM**	$10,425.00	10%	$9,382.50
G2 Gateway Audio Radio Interface (Garib) – Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	**GaRI2**	$2,450.00	10%	$2,205.00
Rack-Mount Adapter Plate – Mounts (up to) 2 GaRI2s in 19" Rack	**GaRI2-RMP**	$65.00	10%	$58.50
G2 TV REMOTE Module, For Dispatch-Level Information (TV & Electrical Outlet by Others)	**TVR-D**	$975.00	10%	$877.50
G2 Light Tower Interface	**LTI**	$675.00	10%	$607.50
Training – System Administrator / Dispatch Supervisor – **On-Site** (4 Hours)	**TRA-DIS-O**	$4,425.00	10%	$3,982.50
Training – System Administrator / Dispatch Supervisor - @ USDD HQ (4 Hours)	**TRA-DIS-AZ**	$1,550.00	10%	$1,395.00
Training – System Administrator / Dispatch Supervisor – Remote Refresh (4 Hours)	**TRA-DIS-R**	$1,3250.00	10%	$1,192.50
Training – Station-Level Configuration and Equipment Usage – **On-Site** (4 Hours)	**TRA-STA-O**	$4,425.00	10%	$3,982.50

DocuSign Envelope ID: CF917C01-217C-4713-8314-D788DFA36ABC

Training – Station-Level Configuration and Equipment Usage - @ USDD AZ-HQ (4 Hours)	**TRA-STA-AZ**	$1,550.00	10%	$1,395.00
Training – Station-Level Configuration and Equipment Usage – Remote Refresh (4 Hours)	**TRA-STA-R**	$1,325.00	10%	$1,192.50
Training – Installation Contractor – On-Site / USDD G2 Certification / 8 Hours (TBD – only needed if required to use non-certified contractor)	**TRA-IC-O**	$6,125.00	10%	$5,512.50
Training – Installation Contractor – At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD – only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$3,125.00	10%	$2,812.50
STATION LEVEL SYSTEM				
RETROFIT COMPONENTS (Integration into Legacy Systems and Legacy Conversion				
Mixer – G2 Power, Audio & Ethernet (24 devices) – Version 2	**MIX4-IP**	$1,825.00	10%	$1,642.50
Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	**PS-G248p v2**	$2,150.00	10%	$1,935.00
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	**SRW22 G4**	$550.00	10%	$495.00
UPS – Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	**UPS-RM**	$1,150.00	10%	$1,035.00
CONTROL MODULE for 70V AUDIO Systems. Includes (1) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for (4) audio circuits.	**IOR-70V-SW4-V1**	$1,850.00	10%	$1,665.00
CONTROL MODULE for 70V AUDIO Systems. Includes (2) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for (8) audio circuits.	**IOR_70V-SW8-V1**	$3,650.00	10%	$3,285.00
XX SPECIAL SYSTEM COMPONENTS & PRODUCTS (for replacement of damaged original parts / Critical Updates Only) 90-DAY WARRANTY				
ATX Mother Board – Replacement for Damaged or EOL Original	**ATX-MBR**	$8,250.00	10%	$7,425.00
G2 Station Controller Software Upgrade – to ATX Station Controller	**G2-SCSU**	$10,800.00	10%	$9,720.00
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	**ATX-NSR**	$365.00	10%	$328.50
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	**ATX-TPR**	$6,875.00	10%	$6,187.50
STATION SYSTEM LICENSES				
G2 VOICEALERT - Single Station License	**VA**	$1,030.00	10%	$927.00
STATION SYSTEM CONTROLLER				
G2 ATX STATION CONTROLLER – Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$21,750.00	10%	$19,575.00
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$7,325.00	10%	$6,592.50
Rack Mount Ears for ATX or EXP	ATX-E	$64.00	10%	$57.60
Base Plate for ATX or EXP	ATX-P	$64.00	10%	$57.60
ATX UPS, Standard	UPS-STD	$923.00	10%	$830.70
Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$65.00	10%	$57.60
STATION SYSTEM PERIPHERAL COMPONENTS				

DocuSign Envelope ID: CF917C01-217C-4713-8314-D788DFA36ABC

Audio Amplifier, External, Standard	AMP	$987.00	10%	$888.30
Shelf, Under Table or Wall Mount, for 1U ½ Rack	AMP-S	$76.00	10%	$68.40
G2 COLOR INDICATOR REMOTE Module – Up to 8 unique colors	**CIR**	825.00	10%	$742.50
G2 I/O REMOTE Module w/ 8 In & 8 Out	**IOR**	$1,3750.00	10%	$1,237.50
Push Button, Standard (Black)	PB-B	$110.00	10%	$99.00
Push Button, Emergency (Red)	PB-R	$110.00	10%	$99.00
G2 LOCAL ALERTING REMOTE Module – Gives ability to trigger the local G2 FSA System when a connection to a dispatch-level system is not available**.** Requires ATX PoE or PoE Injector.	**LAR**	$2,025.00	10%	$1,822.50
POE INJECTOR – Provides local 48vdc power to specific USDD peripheral components	**POI-INJ-1**	$390.00	10%	$351.00
G2 MESSAGE REMOTE 2 Module (2017 Version 2)	**MR2**	$1,425.00	10%	$1,282.50
G2 MESSAGE SIGN (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$915.00	10%	$823.50
G2 MESSAGE SIGN (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$1,050.00	10%	$945.00
G2 MESSAGE SIGN (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$1,575.00	10%	$1,417.50
MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$55.00	10%	$49.50
MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$65.00	10%	$58,50
MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$73.00	10%	$65.70
MS Mount – Articulating, Long reach	MS-MNT-ART-L	$325.00	10%	$292.50
G2 ROOM REMOTE 2 Module / 2017 version 2	**RR2**	$2,025.00	10%	$1,822.50
G2 REMOTE USER INTERFACE Module – Extends ATX's TouchScreen User Interface into alternative area of same building.	**RUI**	$2,025.00	10%	$1,822.50
RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$75.00	10%	$67.50
RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) ¾" conduit knock-outs.	RR2-SMB	$175.00	10%	$157.50
G2 SPEAKER – LED Illuminated – FLUSH Mount, 70v	**SPK-LED-FM**	$325.00	10%	$292.50
G2 SPEAKER – LED Illuminated – SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$325.00	10%	$292.50
G2 SPEAKER – OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and **with High-Intensity LED Strobe Light Arrays** – includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$875.00	10%	$787.50
SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$23.00	10%	$20.70
SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$55.00	10%	$49.50

SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT – for mounting directly to hard ceiling	SPK-OAS-SMB	$55.00	10%	$49.50
SPEAKER – STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$105.00	10%	$94.50
SPEAKER – STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$105.00	10%	$76.50
SPEAKER – APP BAY/OUTDOOR – Weatherized, Surface Mount, 70v	SPK-W-SM	$325.00	10%	$292.50
G2 Strobe Light / Red LED	**STR**	$575.00	10%	$517.50
G2 TV REMOTE Module – For Station-Level Information (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR-S**	$975.00	10%	$877.50
Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	$1,100.00	10%	$999.00
Flat Panel/TV Mount – Universal 23"-46" Tilt	FPM-U	$115.00	10%	$103.50
Transformer, 8ohm to 70V, External	XFMR	$53.00	10%	$47.70
VIDEO DOOR STATION – Doorbell & Camera that ties into G2 FSAS (HDTV Remote) – Includes Power Injector	VDS	$ 1,700.00	10%	$1,530.00

Hourly Rates				
Description	**Cat. No.**	**List Price**	**Discount**	**LOC Pricing**
Senior Software Engineer	**HR-SSE**	$325.00	10%	$292.50
Software Engineer I	**HR-SE1**	$310.00	10%	$279.00
Field Training Representative	**HR-FTR**	$345.00	10%	$310.00
Remote Training Representative	**HR-RTR**	$275.00	10%	$247.50
Field Project Manager	**HR-FPM**	$275.00	10%	$247.50
Remote Project Manager	**HR-RPM**	$225.00	10%	$202.50
Service Technician	**HR-ST**	$165.00	10%	$148.50
Integration Technician	**HR-IT**	$150.00	10%	$135.00

OPTIONS				
Description	**Part No.**	**List Price**	**Discount**	**LOC Pricing**
G2 FSA Applications Server (Hardware for mapping interface) 1@2RU ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.	**APLS-SVR**	$ 4,625.00	10%	$ 4,162.50
G2 MOBILE FSAS APP - Single Device License / Per Year Cost ($9.00 / $8.10 per Month) - for additional licenses over and above x24 provided with ATX Station Controller	**APP-DLA**	$ 108.00	10%	$97.20
System Configuration and Modification for Applications Integrations	**APLS-CM**	$325.00	10%	$292.50
Training - Application Services - On-Site (4 Hours)	**APLS-TRN-**	$4,425.00	10%	$3,982.00
Training - Applications Services - At Arizona Training Center (4 Hours)	**APLS-TRN-AZ**	$1,550.00	10%	$1,395.00
Training - Applications Services - Remote Refresh (4 Hours)	**APLS-TRN-R**	$1,325.00	10%	$1,192.50

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A49AFD029F72485...

Date June 9, 2022 | 10:36 PM PDT

BY: Patty Mulvihull
ITS: Interim Executive Director

US DIGITAL DESIGNS, INC.

DocuSigned by:
Erik Hanson
60BA33C200B9434...

Date June 10, 2022 | 3:12 PM PDT

BY:
ITS: Sales Manager

Electronic Record and Signature Disclosure

DocuSign

Certificate Of Completion

Envelope Id: CF917C01217C47138314D788DFA36ABC
Subject: Please DocuSign: Amendment 1 MPA 2020 US DIGITAL DESIGN FINAL.pdf
Source Envelope:
Document Pages: 6
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 67.161.98.88

Record Tracking

Status: Original
6/8/2022 3:22:27 PM

Holder: Marshall Stiles
marshall.stiles@mynpp.com

Location: DocuSign

Signer Events	Signature	Timestamp
Erik Hanson ehanson@usdd.com Sales Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Erik Hanson 60BA33C200B9434... Signature Adoption: Pre-selected Style Signed by link sent to ehanson@usdd.com Using IP Address: 98.177.47.70	Sent: 6/8/2022 3:26:05 PM Viewed: 6/10/2022 3:09:18 PM Signed: 6/10/2022 3:12:48 PM
Electronic Record and Signature Disclosure: Accepted: 6/10/2022 3:09:18 PM ID: 4cc10a13-80a8-4b27-8f6b-33624357391a		
Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Signed by link sent to pmulvihill@orcities.org Using IP Address: 65.152.168.162	Sent: 6/9/2022 1:34:20 PM Viewed: 6/9/2022 10:35:42 PM Signed: 6/9/2022 10:36:00 PM
Electronic Record and Signature Disclosure: Accepted: 6/9/2022 10:35:42 PM ID: 4c22aa4d-0727-4804-9323-ff4c72862496		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 98.232.37.85 Viewed using mobile	Sent: 6/10/2022 3:12:50 PM Viewed: 6/10/2022 3:21:16 PM

Certified Delivery Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/8/2022 3:26:05 PM
Certified Delivered	Security Checked	6/10/2022 3:21:16 PM
Signing Complete	Security Checked	6/9/2022 10:36:00 PM
Completed	Security Checked	6/10/2022 3:21:16 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: B7803907-593F-4B71-8DB2-9F5FF6AA2532

Second Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Company Name Change

This Amendment to the Master Price Agreement is entered into this 9th day of November 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HONEYWELL INTERNATIONAL, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 10, 2022, and by this reference incorporated herein; and

WHEREAS, Vendor desires to change the company name US DIGITAL DESIGNS, INC. to HONEYWELL INTERNATIONAL, INC. as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 8, 2022, that Vendor had acquired US DIGITAL DESIGNS, INC., and to update the company name to HONEYWELL INTERNATIONAL, INC. in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the company name change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: B7803907-593F-4B71-8DB2-9F5FF6AA2532

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Company Name Change**. Any reference to US DIGITAL DESIGNS, INC. in the Master Price Agreement shall be updated to HONEYWELL INTERNATIONAL, INC.

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A49AFD029F7246E...

Date November 10, 2022 | 1:02 PM PST

BY: Patty Mulvihull
ITS: Interim Executive Director

HONEYWELL INTERNATIONAL, INC.

DocuSigned by:
153CA8C2D1054F1...

Date November 9, 2022 | 3:20 PM PST

BY: Ashish Akrani, General Manaer
ITS: General Manager

DocuSign

Certificate Of Completion

Envelope Id: B7803907593F4B718DB29F5FF6AA2532
Status: Completed
Subject: Complete with DocuSign: Amendment 2 MPA 2020 HONEYWELL FINAL.pdf
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 67.161.98.32

Record Tracking

Status: Original
11/9/2022 12:43:58 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Asim Akram, General Manaer Asim.akram@honeywell.com General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: 153CA8C2D1054F1... Signature Adoption: Drawn on Device Using IP Address: 174.209.34.251 Signed using mobile	Sent: 11/9/2022 3:19:46 PM Viewed: 11/9/2022 3:20:11 PM Signed: 11/9/2022 3:20:31 PM
Electronic Record and Signature Disclosure: Accepted: 11/9/2022 3:20:11 PM ID: 30a4fa52-9ae4-4ec8-b6c9-c95f8f8ed9bc		
Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 63.64.125.122	Sent: 11/10/2022 12:52:27 PM Viewed: 11/10/2022 1:02:13 PM Signed: 11/10/2022 1:02:25 PM
Electronic Record and Signature Disclosure: Accepted: 11/10/2022 1:02:13 PM ID: 7a102c0b-6755-42b1-bfab-0162e0d91ae5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 66.212.64.166	Sent: 11/9/2022 3:20:33 PM Viewed: 11/10/2022 12:52:27 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Maribeth Kascht maribeth.kascht@honeywell.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/9/2022 3:17:31 PM ID: 1208446e-b0ba-4da3-8d1e-953c50a14e7c	COPIED	Sent: 11/9/2022 3:19:47 PM Viewed: 11/10/2022 3:00:53 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/9/2022 12:49:49 PM
Certified Delivered	Security Checked	11/10/2022 1:02:13 PM
Signing Complete	Security Checked	11/10/2022 1:02:25 PM
Completed	Security Checked	11/10/2022 1:02:25 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: 7589463D-4EDA-4139-BC29-89DFDC8B6B4D

Third Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Amend Attachment A in its Entirety

This Amendment to the Master Price Agreement is entered into this 17th day of February 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HONEYWELL INTERNATIONAL, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 10, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 9, 2022, and by this reference incorporated herein; and

WHEREAS, Vendor desires to amend the price list on Attachment A in its entirety as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about February 17, 2023, to amend the price list on Attachment A in its entirety; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new price list on Attachment A.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: 7589463D-4EDA-4139-BC29-89DFDC8B6B4D

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Updated Price List**. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following price list:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

DISPATCH LEVEL SYSTEM				
Product /Service Description	**Part No**	**USDD List**	**Discount**	**LOC Price**
Radio System Interface (Full Console Interface) – To L3Harris SYMPHONY (Requires Applications Server (DA2) and owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-SYMP**	$13,650.00	10%	$12,285.00
Radio System Interface (Full Console Interface) – To **L3Harris MAESTRO** (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-MAES**	$13,650.00	10%	$12,285.00
Radio System Interface (Full Console Interface) – To **Motorola MCC7500** (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-MCC7**	$13,650.00	10%	$12,285.00
CAD Interface – **TBD** (USDD-side Only – Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-U**	$14,25000	10%	$12,825.00
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	**G2-GW**	$10,425.00	10%	$9,382.50
G2 Communications Gateway – VMWare Virtual (Software for Controller with Install Assistance)	**G2-VM**	$10,425.00	10%	$9,382.50
G2 Gateway Audio Radio Interface (Gari2) – Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	**GaRI-2**	$2,450.00	10%	$2,205.00
G2 TV REMOTE Module, For Dispatch-Level Information (TV & Electrical Outlet by Others)	**TVR-R**	$975.00	10%	$877.50
G2 Light Tower Interface	**LTI**	$675.00	10%	$607.50
DISPATCH SYSTEM SERVICES				
Gateway Configuration & Modifications	**GW-CM**	$325.00	10%	$292.50
Gateway Installation / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio IT personnel) Varies by Geographic location	**GW-I-O**	**N/A**	**TBD by Quote**	**TBD by Quote**
Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE BY USDD PERSONNEL	**GW-I-C**	$375.00	10%	$337.50
Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	**GW-SU-O**	$5,925.00	10%	$5,332.50
Gateway Start-Up / BY USDD (Remotely completed with direct coodinaed assistance by authorized customer CAD, Radio & IT Personnel	**GW-SU-R**	$2,650.00	10%	$2,385.00
Gateway Project Management	**GW-PM**	N/A	TBD by Quote	**TBD by Quote**
Training - System Administrator / Dispatch Supervisor - at AZ Training Facility (4 Hours)	**TRA-DIS-A**	$1,550.00	10%	$1,395.00

DocuSign Envelope ID: 7589463D-4EDA-4139-BC29-89DFDC8B6B4D

Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	**TRA-DIS-O**	$4,425.00	10%	$3,982.50
Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	**TRA-DIS-R**	$1,325.00	10%	$1,192.50
Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	**TRA-STA-O**	$4,425.00	10%	$3,982.50
Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	**TRA-STA-R**	$1,325.00	10%	$1,192.50
Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$3,125.00	10%	$2,812.50
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-O**	$ 6,125.00	10%	$5,512.50
STATION LEVEL SYSTEM				
RETROFIT COMPONENTS (Integration into Legacy Systems and Legacy Conversion				
Mixer – G2 Power, Audio & Ethernet (24 devices) – Version 2	**MIX4-IP**	$1,825.00	10%	$1,642.50
Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	**G2-PWR**	$2,150.00	10%	$1,935.00
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	**G2-LAN**	$550.00	10%	$495.00
UPS – Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	**UPS-RM**	$1,150.00	10%	$1,035.00
CONTROL MODULE for 70V AUDIO Systems. Includes (1) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for (4) audio circuits.	**IOR-4-70V**	$1,850.00	10%	$1,665.00
CONTROL MODULE for 70V AUDIO Systems. Includes (2) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for (8) audio circuits.	**IOR-8-70V**	$3,650.00	10%	$3,285.00
XX SPECIAL SYSTEM COMPONENTS & PRODUCTS (for replacement of damaged original parts / Critical Updates Only) 90-DAY WARRANTY				
ATX Mother Board – Replacement for Damaged or EOL Original	**USDD-0103SE**	$8,250.00	10%	$7,425.00
G2 Station Controller Software Upgrade – to ATX Station Controller	**G2-SCSU**	$10,800.00	10%	$9,720.00
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	**ATX-LAN**	$365.00	10%	$328.50
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	**ATX-TPC**	$6,875.00	10%	$6,187.50
STATION SYSTEM LICENSES				
G2 VOICEALERT - Single Station License	**G2-VA**	$1,030.00	10%	$927.00
STATION SYSTEM CONTROLLER				
G2 ATX STATION CONTROLLER – Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$21,750.00	10%	$19,575.00
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**ATX-EXP**	$7,325.00	10%	$6,592.50
Rack Mount Ears for ATX or EXP	ATX-E	$64.00	10%	$57.60
Base Plate for ATX or EXP	ATX-P	$64.00	10%	$57.60
Timer (GPS) - Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	TMR-GPS	$51.00	10%	$45.90

DocuSign Envelope ID: 7589463D-4EDA-4139-BC29-89DFDC8B6B4D

ATX UPS, Standard	UPS-STD	$923.00	10%	$830.70
Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$65.00	10%	$58.50
STATION SYSTEM PERIPHERAL COMPONENTS				
Audio Amplifier, External, Standard	AMP-70v	$987.00	10%	$888.30
Shelf, Under Table or Wall Mount, for 1U ½ Rack	AMP-S	$76.00	10%	$68.40
G2 COLOR INDICATOR REMOTE Module – Up to 8 unique colors	**CIR**	825.00	10%	$742.50
G2 I/O REMOTE Module w/ 8 In & 8 Out	**IOR**	$1,3750.00	10%	$1,237.50
Push Button, Standard (Black)	PB-B	$110.00	10%	$99.00
Push Button, Emergency (Red)	PB-R	$110.00	10%	$99.00
G2 LOCAL ALERTING REMOTE Module – Gives ability to trigger the local G2 FSA System when a connection to a dispatch-level system is not available**.** Requires ATX PoE or PoE Injector.	**LAR**	$2,025.00	10%	$1,822.50
POE INJECTOR – Provides local 48vdc power to specific USDD peripheral components	**G2-POE**	$390.00	10%	$351.00
G2 MESSAGE REMOTE 2 Module (2017 Version 2)	**MR-2**	$1,425.00	10%	$1,282.50
G2 MESSAGE SIGN (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$915.00	10%	$823.50
G2 MESSAGE SIGN (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$1,050.00	10%	$945.00
G2 MESSAGE SIGN (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$1,575.00	10%	$1,417.50
MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$55.00	10%	$49.50
MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$65.00	10%	$58,50
MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$73.00	10%	$65.70
MS Mount – Articulating, Long reach	MS-MNT	$325.00	10%	$292.50
G2 ROOM REMOTE 2 Module / 2017 version 2	**RR-2**	$2,025.00	10%	$1,822.50
G2 REMOTE USER INTERFACE Module – Extends ATX's TouchScreen User Interface into alternative area of same building.	**RUI**	$2,025.00	10%	$1,822.50
RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$75.00	10%	$67.50
RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) ¾" conduit knock-outs.	RR2-SMB	$175.00	10%	$157.50
G2 SPEAKER – LED Illuminated – FLUSH Mount, 70v	**SPK-LED-FM**	$325.00	10%	$292.50
G2 SPEAKER – LED Illuminated – SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$325.00	10%	$292.50
G2 SPEAKER – OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and **with High-Intensity LED Strobe Light Arrays** – includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$875.00	10%	$787.50
SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$23.00	10%	$20.70

DocuSign Envelope ID: 7589463D-4EDA-4139-BC29-89DFDC8B6B4D

SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$55.00	10%	$49.50
SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT – for mounting directly to hard ceiling	SPK-OAS-SMB	$55.00	10%	$49.50
SPEAKER – STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$105.00	10%	$94.50
SPEAKER – STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$105.00	10%	$76.50
SPEAKER – APP BAY/OUTDOOR – Weatherized, Surface Mount, 70v	SPK-W-SM	$325.00	10%	$292.50
G2 Strobe Light / Red LED	**STR-2**	$575.00	10%	$517.50
G2 TV REMOTE Module – For Station-Level Information (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR-R**	$975.00	10%	$877.50
Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FPM-S	$1,100.00	10%	$999.00
Flat Panel/TV Mount – Universal 23"-46" Tilt	FPM-U	$115.00	10%	$103.50
Transformer, 8ohm to 70V, External	XFMR	$53.00	10%	$47.70
VIDEO DOOR STATION – Doorbell & Camera that ties into G2 FSAS (HDTV Remote) – Includes Power Injector	VDS	$ 1,700.00	10%	$1,530.00

Hourly Rates				
Description	**Cat. No.**	**List Price**	**Discount**	**LOC Pricing**
Senior Software Engineer	**HR-SS1**	$325.00	10%	$292.50
Software Engineer I	**HR-SE1**	$310.00	10%	$279.00
Field Training Representative	**HR-FTR**	$345.00	10%	$310.00
Remote Training Representative	**HR-RTR**	$275.00	10%	$247.50
Field Project Manager	**HR-FPM**	$275.00	10%	$247.50
Remote Project Manager	**HR-RPM**	$225.00	10%	$202.50
Service Technician	**HR-ST**	$165.00	10%	$148.50
Integration Technician	**HR-IT**	$150.00	10%	$135.00

OPTIONS				
Description	**Part No.**	**List Price**	**Discount**	**LOC Pricing**
G2 FSA Applications Server (Hardware for mapping interface) 1@2RU ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.	**APLS-SVR**	$ 4,625.00	10%	$ 4,162.50
G2 MOBILE FSAS APP - Single Device License / Per Year Cost ($9.00 / $8.10 per Month) - for additional licenses over and above x24 provided with ATX Station Controller	**APP-DLA**	$ 108.00	10%	$97.20
System Configuration and Modification for Applications Integrations	**APLS-CM**	$325.00	10%	$292.50
Training - Application Services - <u>On-Site</u> (4 Hours)	**APLS-TRN-O**	$4,425.00	10%	$3,982.00
Training - Applications Services - <u>At Arizona Training Center</u> (4 Hours)	**APLS-TRN-A**	$1,550.00	10%	$1,395.00
Training - Applications Services - <u>Remote Refresh</u> (4 Hours)	**APLS-TRN-R**	$1,325.00	10%	$1,192.50

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patricia M. Mulvihill
A49AED929F7246E...

Date February 20, 2023 | 8:51 AM PST

BY: Patricia M. Mulvihill
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

DocuSigned by:
Asim Akram, General Manaer
153CA8C2D1054F1...

Date February 20, 2023 | 8:14 AM PST

BY: Asim Akram, General Manaer
ITS: General Manager

DocuSign

Certificate Of Completion

Envelope Id: 7589463D4EDA4139BC2989DFDC8B6B4D
Status: Completed
Subject: Complete with DocuSign: Amendment 3 MPA 2020 Honeywell FINAL.pdf
Source Envelope:
Document Pages: 6
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 98.232.37.85

Record Tracking

Status: Original
2/17/2023 2:40:44 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Asim Akram, General Manaer asim.akram@honeywell.com General Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Asim Akram, General Manaer 153CA8C2D1054F1... Signature Adoption: Pre-selected Style Using IP Address: 155.190.20.7	Sent: 2/20/2023 8:12:23 AM Viewed: 2/20/2023 8:14:24 AM Signed: 2/20/2023 8:14:38 AM
Electronic Record and Signature Disclosure: Accepted: 2/20/2023 8:14:24 AM ID: dcd85798-9d2d-4e0a-9494-c4aa19cc90c6		
Patricia M. Mulvihill pmulvihill@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patricia M. Mulvihill A49AFD929F7246E... Signature Adoption: Pre-selected Style Using IP Address: 65.152.168.162	Sent: 2/20/2023 8:14:42 AM Viewed: 2/20/2023 8:51:12 AM Signed: 2/20/2023 8:51:25 AM
Electronic Record and Signature Disclosure: Accepted: 2/20/2023 8:51:12 AM ID: 8b0eab46-4a31-487b-b00c-67b3ece45fb1		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Maribeth Kascht maribeth.kascht@honeywell.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/20/2023 8:12:25 AM Viewed: 2/20/2023 9:35:00 AM
Electronic Record and Signature Disclosure: Accepted: 2/20/2023 8:11:02 AM ID: b010e4c9-5f05-421b-87d5-006a1aad6223		

Carbon Copy Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/20/2023 8:14:40 AM Resent: 2/20/2023 8:51:30 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/17/2023 2:43:46 PM
Certified Delivered	Security Checked	2/20/2023 8:51:12 AM
Signing Complete	Security Checked	2/20/2023 8:51:25 AM
Completed	Security Checked	2/20/2023 8:51:25 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

DocuSign Envelope ID: 41EE1CB4-CFE5-4C94-A350-6915E9B4E254

Fourth Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Product Addition and Pricing Update

This Amendment to the Master Price Agreement is entered into this 3rd day of November 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HONEYWELL INTERNATIONAL, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 10, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 9, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about February 20, 2023, and by this reference incorporated herein; and

WHEREAS, Vendor desires to add seven products to the price list on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to increased cost throughout the supply chain, Vendor desires increase the price of approximately 50 products on the price list in Attachment A; and

WHEREAS, Vendor has provided notice, on or about October 31, 2023, of the price increase to approximately 50 products, and the addition of seven new products to Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new pricing and new products in Attachment A.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: 41EE1CB4-CFE5-4C94-A350-6915E9B4E254

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following products:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

SPECIAL SYSTEM COMPONENTS & PRODUCTS (for replacement of damaged original parts/Critical Updates Only) **90-Day Warranty**		List Price	Discount	Member Price
ATX Touch Panel Computer - replacement for Damaged of EOL Original (ships with new door assembly)	**ATX-TPC**	$7,906.50	10%	**$7,115.00**
PoE Injector - Provides local 48vdc power to specific USDD G2 FSA System peripheral components	**G2-POE**	$448.50	10%	**$403.65**

STATION SYSTEM CONTROLLER		List Price	Discount	Member Price
G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX-Lite**	$13,282.50	10%	**$11,954.25**
G2 ATX-Upgrade STATION CONTROLLER - Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-	**ATX-Upgrade**	$9,990.00	10%	**$8,991.00**

STATION SYSTEM PERIPHERAL COMPONENTS		List Price	Discount	Member Price
G2 LOCAL ALERTING REMOTE Module – Gives ability to trigger the local G2 FSA System when a connection to a dispatch-level system is not available. Requires ATX PoE or PoE Injector.	**LAR**	$2,329.00	10%	**$2,096.10**
POE INJECTOR – Provides local 48vdc power to specific USDD peripheral components	**G2-POE**	$390.00	10%	**$351.00**
G2 REMOTE USER INTERFACE Module – Extends ATX's TouchScreen User Interface into alternative area of same building.	**RUI**	$2,025.00	10%	**$1,822.50**

2. **Pricing Update**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new pricing:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

DISPATCH SYSTEM COMPONENTS		List Price	Discount	Member Price
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	**G2-GW**	$12,510.00	10%	**$11,259.00**
G2 Communications Gateway – VMWare Virtual (Software for Controller with Install Assistance)	**G2-VM**	$12,510.00	10%	**$11,259.00**
G2 Gateway Audio Radio Interface (**GaRi**) - Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	**GARI-2**	$2,817.50	10%	**$2,535.75**
G2 TV REMOTE Module, For Dispatch-Level Information (TV & Electrical Outlet by Others)	**TV-R**	$1,121.50	10%	**$1,009.35**

DISPATCH SYSTEM SERVICES		List Price	Discount	Member Price
Gateway Configuration & Modifidations	**GW-CM**	$373.75	10%	**$336.38**
Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	**GW-SU-O**	$6,813.75	10%	**$6,132.38**
Training - System Administrator / Dispatch Supervisor - On- Site (4 Hours)	**TRA-DIS-O**	$4,867.50	10%	**$4,380.75**
Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	**TRA-DIS-R**	$1,457.50	10%	**$1,311.75**
Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	**TRA-STA-O**	$4,867.50	10%	**$4,380.75**
Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	**TRA-STA-R**	$1,457.50	10%	**$1,311.75**
Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$3,437.50	10%	**$3,093.75**
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-O**	$6,737.50	10%	**$6,063.75**

APP DEVICE LICENSES		List Price	Discount	Member Price
G2 MOBILE FSAS APP - Single Device License / Per Year Cost - x24 per ATX Station Controller included at no cost while under Warranty and elected support - per license cost if additional are needed.	**APP-DLA**	$124.50	10%	**$112.05**

RETROFIT COMPONENTS (Integration into Legacy Systems and Legacy Conversion)		List Price	Discount	Member Price
Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	**MIXR-IP**	$2,099.00	10%	**$1,889.10**
Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	**G2-PWR**	$2,472.50	10%	**$2,225.25**
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	**G2-LAN**	$632.50	10%	**$569.25**
UPS - Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	**UPS-RM**	$1,322.50	10%	**$1,190.25**

DocuSign Envelope ID: 41EE1CB4-CFE5-4C94-A350-6915E9B4E254

STATION SYSTEM CONTROLLER		List Price	Discount	Member Price
G2 ATX STATION CONTROLLER – Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$23,272.50	10%	**$20,945.45**
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**ATX-EXP**	$7,838.00	10%	**$7,054.20**
Rack Mount Ears for ATX or EXP	**ATX-E**	$74.00	10%	**$66.60**
Base Plate for ATX or EXP	**ATX-P**	$74.00	10%	**$66.60**
ATX UPS, Standard	**UPS-STD**	$988.00	10%	**$889.20**
Shelf/Bracket, Wall-Mount for UPS	**UPS-WMB**	$75.00	10%	**$67.50**

STATION SYSTEM PERIPHERAL COMPONENTS		List Price	Discount	Member Price
Audio Amplifier, External, Standard	**AMP-70V**	$1,135.50	10%	**$1,021.95**
Shelf, Under Table or Wall Mount, for 1U ½ Rack	**AMP-S**	$91.20	10%	**$82.08**
G2 COLOR INDICATOR REMOTE Module – Up to 8 unique colors	**CIR**	$949.00	10%	**$854.10**
G2 I/O REMOTE Module w/ 8 In & 8 Out	**IOR**	$1,581.50	10%	**$1,423.45**
Push Button, Standard (Black)	**PB-B**	$126.50	10%	**$113.85**
Push Button, Emergency (Red)	**PB-R**	$126.50	10%	**$113.85**
G2 MESSAGE REMOTE 2 Module (2017 Version 2)	**MR-2**	$1,525.00	10%	**$1,372.50**
G2 MESSAGE SIGN (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$1,006.50	10%	**$905.85**
G2 MESSAGE SIGN (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$1,260.00	10%	**$1,134.00**
G2 MESSAGE SIGN (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$1,811.25	10%	**$1,630.32**
MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$63.50	10%	**$57.15**
MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not	**MS-AP-D**	$75.00	10%	**$67.50**
MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$87.60	10%	**$78.84**
MS Mount – Articulating, Long reach	**MS-MNT**	$390.00	10%	**$351.00**
G2 ROOM REMOTE 2 Module / 2017 version 2	**RR-2**	$2,167.00	10%	**$1,950.39**
RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	**RR2-AP**	$86.50	10%	**$77.85**
RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) ¾" conduit knock-outs.	**RR2-SMB**	$201.25	10%	**$181.13**
G2 SPEAKER – LED Illuminated – FLUSH Mount, 70v	**SPK-LED-FM**	$374.00	10%	**$336.60**
G2 SPEAKER – LED Illuminated – SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$374.00	10%	**$336.60**
G2 SPEAKER – OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and **with High-Intensity LED Strobe Light Arrays** – includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$1,050.00	10%	**$945.00**
SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	**SPK-OAS-DCB**	$63.50	10%	**$57.15**
SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT – for mounting directly to hard ceiling	**SPK-OAS-SMB**	$63.50	10%	**$57.15**
SPEAKER – STANDARD, FLUSH Mount, 70v	**SPK-STD-FM**	$126.00	10%	**$113.40**
SPEAKER – STANDARD, SURFACE Mount (Metal Box), 70v	**SPK-STD-SM**	$126.00	10%	**$113.40**
SPEAKER – APP BAY/OUTDOOR – Weatherized, Surface Mount, 70v	**SPK-W-SM**	$373.75	10%	**$336.38**

G2 Strobe Light / Red LED	**STR-2**	$661.50	10%	**$595.35**
G2 TV REMOTE Module – For Station-Level Information (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR-R**	$1,121.50	10%	**$1,009.35**
Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	**FPM-S**	$1,265.00	10%	**$1,138.50**
Flat Panel/TV Mount – Universal 23"-46" Tilt	**FPM-U**	$138.00	10%	**$124.20**
Transformer, 8ohm to 70V, External	**XFMR**	$74.20	10%	**$66.78**
VIDEO DOOR STATION – Doorbell & Camera that ties into G2 FSAS (HDTV Remote) – Includes Power Injector	**VDS**	$2,040.00	10%	**$1,836.00**

3. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patricia M. Mulvihill
0BD4F25C35F54D0...

Date November 6, 2023 | 7:29 AM PST

BY: Patricia M. Mulvihill
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

DocuSigned by:
Asim Akram
153CA8C2D1054F1...

Date November 9, 2023 | 8:58 AM PST

BY: Asim Akram
ITS: General Manager

DocuSign Envelope ID: 37231933-AAC2-4279-A667-4AE1136B5244

Fifth Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 13th day of May 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HONEYWELL INTERNATIONAL, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 10, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 9, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about February 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about November 9, 2023, and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product line to the price list on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 26, 2024, of the addition of the Flex Alert product line to Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition in Attachment A.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

DocuSign Envelope ID: 37231933-AAC2-4279-A667-4AE1136B5244

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following products:

FLEX ALERT				
		List Price	Discount	Member Price
Flex Alert Device - Requires USDD-FLEX-APP annual recurring subscription	**USDD-FLEX**	$ 277.78	10%	$ 250.00
Flex Alert Annual Recurring Subscription - Requires USDD-FLEX ALERT device to receive alerts	**USDD-FLEX-APP**	$ 66.67	10%	$ 60.00
G2 MOBILE FSAS APP - Single Device License / Per Year Cost ($10.37/ $9.34 per Month)	**G2-APP-DLA**	$ 124.50	10%	$ 112.05

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patricia M. Mulvihill
0BD4F25C35F54D0...
Date May 14, 2024 | 11:20 AM PDT

BY: Patricia M. Mulvihill
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

DocuSigned by:
Todd Scher
FA9E23C9217A489...
Date May 13, 2024 | 4:40 PM MST

BY: Todd Scher
ITS: Customer Experience Managemwent Supervisor

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

Sixth Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Amend Attachment A in its Entirety

This Amendment to the Master Price Agreement is entered into this 29th day of January 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HONEYWELL INTERNATIONAL, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 10, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 9, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about February 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about November 9, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about May 14, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to amend the price list on Attachment A in its entirety to reflect current pricing; and

WHEREAS, Vendor has provided notice, on or about January 24, 2025, to amend the price list on Attachment A in its entirety; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new price list on Attachment A.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Updated Price List**. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following price list:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

DISPATCH SYSTEM COMPONENTS, LICENSES, SERVICES & LABOR

Any Related Shipping/Tax Not Assumed Nor Included. ANY NEW PRODUCTS DEVELOPED DURING THE TEF OF THE CONTRACT WILL BE OFFERED TO MEMBERS OF NPPGOV AT 10% OF USDD LIST PRICE

Effective January 1, 2025

DISPATCH SYSTEM INTERFACES		List Price	Discount	Member Price
Radio Console/System Interface (Requires owner-furnished, dedicated console)	**RSI-P**	$ 13,650.00	10%	$ 12,285.00
Radio System Interface (Full Console Interface) – To L3Harris SYMPHONY (Requires Applications Server (DA2) and owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-SYMB**	$ 13,650.00	10%	$ 12,285.00
Radio System Interface (Full Console Interface) – To **Motorola MCC7500** (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-MCC7**	$ 13,650.00	10%	$ 12,285.00
CAD Interface – **TBD** (USDD-side Only – Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-U**	$ 14,677.50	10%	$ 13,209.75
CAD Interface - **TBD** (**CAD provider-Side** Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-P**	TBD	10%	TBD
BACKUP CAD Interface - TBD (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-B**	$ 7,338.75	10%	$ 6,604.88

DISPATCH SYSTEM COMPONENTS		List Price	Discount	Member Price
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	**G2-GW**	$ 12,510.00	10%	$13,510.80
G2 Gateway Audio Radio Interface (**GaRi**) - Kitted with Rack-Mount Adapter Plate	**GARI-2**	$ 3,662.75	10%	$ 3,296.48
G2 TV REMOTE Module, For Dispatch-Level Information (TV & Electrical Outlet by Others)	**TV-R**	$ 1,121.50	10%	$ 1,009.35
G2 Light Tower Interface	**LTI**	$ 675.00	10%	$ 607.50
Consolette Motorola Interface Cable	**GARI2-008R**	$ 300.00	10%	$ 270.00
Motorola APX XTL, Cable Active Low	**GARI-2009R**	$ 300.00	10%	$ 270.00

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

Dual Motorola APX Consolette I/O Adapter	**GARI-2-010R**	$ 300.00	10%	$ 270.00
Motorola Busy High Converter	**USDD-A0012**	$ 300.00	10%	$ 270.00

DISPATCH SYSTEM SERVICES		**List Price**	**Discount**	**Member Price**
G2 Communications Gateway - VMWare Virtual (software controller with Install Assistance)	**G2-VM**	$ 10,008.00	10%	$ 9,007.20
Gateway Configuration & Modifidations	**GW-CM**	$ 373.75	10%	$ 336.38
Gateway Installation / On-Site BY USDD (with Member coordinated assitance by authorized customer CAD, Radio IT personnel)	**GW-I-O**	$ 2,200.00	10%	$ 1,980.00
Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE BY USDD PERSONNEL	**GW-I-C**	$ 431.25	10%	$ 388.13
Gateway Start-Up / On-Site BY USDD (with Member coordinated assistance by authorized customer CAD, Radio & IT personnel)	**GW-SU-O**	$ 6,813.75	10%	$ 6,132.38
Gateway Start-Up / BY USDD (Remotely completed with Member coodinaed assistance by authorized customer CAD, Radio & IT Personnel	**GW-SU-R**	removed	removed	removed
Gateway Project Management	**GW-PM**	$ 3,695.50	10%	$ 3,316.95
Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	**TRA-DIS-O**	$ 5,008.75	10%	$ 4,507.88
Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	**TRA-DIS-R**	$ 1,523.75	10%	$ 1,371.38
Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	**TRA-STA-O**	$ 5,008.75	10%	$ 4,507.88
Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	**TRA-STA-R**	$ 1,523.75	10%	$ 1,371.38
Training-Station-Level Configuration and Equipment Usage - Remote Refres (2 Hours)	**TRA-UT-R**	$ 650.00	10%	$ 585.00
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-O**	$ 7,043.75	10%	$ 6,339.38
Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$ 3,593.75	10%	$ 3,234.38

APP DEVICE LICENSES		**List Price**	**Discount**	**Member Price**
G2 MOBILE FSAS APP - Single Device License / Per Year Cost - x24 per ATX Station Controller included at no cost while under Warranty and elected support - per license cost if additional are needed.	**G2-APP-DLA**	$ 15.00	10%	$ 13.50

USDD-Hosted Mapping - Included	**List Price**	**Discount**	**Member Price**

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) Using National Street Data we provide, As-Is (no customizations). **Cost included while under warranty and elected support - cost shown if customer does not elect continuing support**	**MAP-CLD**	$ 1,540.00	10%	$ 1,386.00

MAPPING SYSTEM SERVICES - Customer Hosted		**List Price**	**Discount**	**Member Price**
G2 FSA Mapping Server (Hardware for mapping interface) 1@2RU **ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.**	**MAP-CUS**	Removed	Removed	Removed
System Configuration and Modification for Mapping	**MAP-CM**	$ 325.00	10%	$ 292.50
Customer-Hosted Mapping Server Configuration and Start-up	**MAP-CSU-O**	$ 5,925.00	10%	$ 5,332.50
Mapping Gateway Project Management	**MAP-PM**	$ 415.00	10%	$ 373.50
Training - Mapping Service - On-Site (4 Hours)	**MAP-TRN-O**	$ 4,425.00	10%	$ 3,982.50
Training - Mapping Services - At Arizona Training Center	**MAP-TRN-AZ**	$ 1,550.00	10%	$ 1,395.00
Training - Mapping Services - Remote Refresh (4 Hours)	**MAP-TRN-R**	$ 1,325.00	10%	$ 1,192.50
Misc Option 1	**MISC CHARGE**	$-	10%	$ -

STATION SYSTEM COMPONENTS, LICENSES, SERVICES AND LABOR

Any Related Shipping/Tax Not Assumd Nor Included. ANY NEW PRODUCTS DEVELPED DURING THE TERM OF THE CONTRACT WILL BE OFFERED TO THE CITY AT 10% OFF OF USDD LIST PRICE

RETROFIT COMPONENTS (Integration into Legacy Systems and Legacy Conversion)		**List Price**	**Discount**	**Member Price**
Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	**MIXR-IP**	$ 2,099.00	10%	$ 1,889.10
Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	**G2-PWR**	$ 2,472.50	10%	$ 2,225.25
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	**G2-LAN**	$ 632.50	10%	$ 569.25
UPS - Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	**UPS-RM**	$ 1,322.50	10%	$ 1,190.25
CONTROL MODULE for 70V AUDIO Systems. Includes (**1**) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for **(4) audio circuits.**	**IOR-4-70V**	$ 1,850.00	10%	$ 1,665.00
CONTROL MODULE for 70V AUDIO Systems. Includes (**2**) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for **(8) audio circuits.**	**IOR-8-70V**	$ 3,650.00	10%	$ 3,285.00

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

SPECIAL SYSTEM COMPONENTS & PRODUCTS (for replacement of damaged original parts/Critical Updates Only) **90-Day Warranty**		**List Price**	**Discount**	**Member Price**
ATX Mother Board – Replacement for Damaged or EOL Original	**USDD-0103E**	$ 8,250.00	10%	$ 7,425.00
G2 Station Controller Software Upgrade – to ATX Station Controller	**G2-SCSU**	$ 10,800.00	10%	$ 9,720.00
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	**ATX-LAN**	$ 365.00	10%	$ 328.50
ATX Touch Panel Computer - replacement for Damaged of EOL Original (ships with new door assembly)	**ATX-TPC**	$ 7,906.50	10%	$ 7,115.85
PoE Injector - Provides local 48vdc power to specific USDD G2 FSA System peripheral components	**G2-POE**	$ 448.50	10%	$ 403.65

Station System Licenses		**List Price**	**Discount**	**Member Price**
G2 VOICEALERT - Single Station License	**G2-VA**	$ 1,433.25	10%	$ 1,289.93

STATION SYSTEM CONTROLLER		**List Price**	**Discount**	**Member Price**
G2 ATX STATION CONTROLLER – Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$23,272.50	10%	$ 20,945.25
G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX-Lite**	$15,274.88	10%	$ 13,747.39
G2 ATX-Upgrade STATION CONTROLLER - Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	**ATX-Upgrade**	$9,990.00	10%	$ 8,991.00
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**ATX-EXP**	$7,838.00	10%	$ 7,054.20
Timer (GPS) - Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	TMR-GPS	$ 52.53	10%	$ 47.28
Rack Mount Ears for ATX or EXP	ATX-E	$ 76.22	10%	$ 68.60
Base Plate for ATX or EXP	ATX-P	$ 76.22	10%	$ 68.60
ATX UPS, Standard	UPS-STD	$ 1,017.64	10%	$ 915.88
Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 77.25	10%	$ 69.53
STATION SYSTEM PERIPHERAL COMPONENTS		**List Price**	**Discount**	**Member Price**
Audio Amplifier, External, Standard	AMP-70V	$ 1,226.34	10%	$ 1,103.71
Shelf, Under Table or Wall Mount, for 1U ½ Rack	AMP-S	$ 91.20	10%	$ 82.08
G2 COLOR INDICATOR REMOTE Module – Up to 8 unique colors	**CIR**	$ 1,043.90	10%	$ 939.51
G2 COLOR INDICATOR REMOTE BACK BOX	**CIR-SMB**	$ 165.10	10%	$ 148.59
G2 TV REMOTE Module – For Station-Level Information (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR-R**	$ 1,121.50	10%	$ 1,009.35

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FPM-S	$ 1,265.00	10%	$ 1,138.50
Flat Panel/TV Mount – Universal 23"-46" Tilt	FPM-U	$ 138.00	10%	$ 124.20
G2 I/O REMOTE Module w/ 8 In & 8 Out	**IOR**	$ 1,581.50	10%	$ 1,423.35
Push Button, Standard (Black)	PB-B	$ 126.50	10%	$ 113.85
Push Button, Emergency (Red)	PB-R	$ 126.50	10%	$ 113.85
G2 MESSAGE REMOTE 2 Module	**MR-2**	$ 1,753.75	10%	$ 1,578.38
NEW PRODUCT COMING SOON G2 LCD MESSAGE SIGN / 28" Active Screen width / Configurable display	**USDD-LCD-SIGN**	$ 3,000.00	10%	$ 2,700.00
G2 MESSAGE SIGN (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 1,258.13	10%	$ 1,132.32
G2 MESSAGE SIGN (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,575.00	10%	$ 1,417.50
G2 MESSAGE SIGN (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 2,351.56	10%	$ 2,116.40
MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$ 63.50	10%	$ 57.15
MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	10%	$ 67.50
MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$ 87.60	10%	$ 78.84
MS Mount – Articulating, Long reach	**MS-MNT**	$ 390.00	10%	$ 351.00
G2 ROOM REMOTE 2 Module / 2017 version 2	**RR-2**	$ 2,275.35	10%	$ 2,047.82
RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 86.50	10%	$ 77.85
RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) ¾" conduit knock-outs.	RR2-SMB	$ 201.25	10%	$ 181.13
G2 LOCAL ALERTING REMOTE Module – Gives ability to trigger the local G2 FSA System when a connection to a dispatch-level system is not available**.** Requires ATX PoE or PoE Injector.	**LAR**	$ 2,329.00	10%	$ 2,096.10
POE INJECTOR – Provides local 48vdc power to specific USDD peripheral components	**G2-POE**	$ 448.50	10%	$ 403.65
G2 REMOTE USER INTERFACE Module – Extends ATX's TouchScreen User Interface into alternative area of same building**.**	**RUI**	$ 2,167.00	10%	$ 1,950.30
G2 SPEAKER – LED Illuminated – FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	10%	$ 336.60
G2 SPEAKER – LED Illuminated – SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 374.00	10%	$ 336.60

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

G2 SPEAKER – OmniAlertStrobe - OmniMemberional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays – includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$ 1,575.00	10%	$ 1,417.50
SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting Memberly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 23.00	10%	$ 20.70
SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting Memberly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 63.50	10%	$ 57.15
SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT – for mounting Memberly to hard ceiling	SPK-OAS-SMB	$ 63.50	10%	$ 57.15
SPEAKER – STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 132.30	10%	$ 119.07
SPEAKER – STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 132.30	10%	$ 119.07
SPEAKER – APP BAY/OUTDOOR – Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	10%	$ 336.38
G2 Strobe Light / Red LED	**STR-2**	$ 661.50	10%	$ 595.35
Transformer, 8ohm to 70V, External	XFMR	$ 74.20	10%	$ 66.78
VIDEO DOOR STATION – Doorbell & Camera that ties into G2 FSAS (HDTV Remote) – Includes Power Injector	VDS	$ 2,040.00	10%	$ 1,836.00

Station System Services				
Station Installation (Cost determined by Quote from G2 Certified Installer based on final approved station design - USDD includes a 30% markup to installers quote)	**ST-INST**	TBD	10%	TBD
Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	TBD	10%	TBD
Station Configuration & Start-Up	**ST-SU**	TBD	10%	TBD
Station Project Management	**ST-PM**	TBD	10%	TBD
Station Engineering / Design Services	**ST-ES**	TBD	10%	TBD
Station Documentation	**ST-DM**	TBD	10%	TBD

Station Services Costs are determined depending upon the complexity of the System ordered

Flex Alert				
Flex Alert Device - Requires USDD-FLEX-APP annual recurring subscription	**USDD-FLEX**	$ 277.78	10%	$ 250.00
Flex Alert Annual Recurring Subscription - Requires USDD-FLEX ALERT device to receive alerts	**USDD-FLEX-APP**	$ 66.67	10%	$ 60.00

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

Signed by:
Patricia M. Mulvihill
0BD4F25C35F54D0...

Date January 30, 2025 | 11:17 AM PST

BY: Patricia M. Mulvihill
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

Signed by:
Andrew Blate
7427D6503384409...

Date January 30, 2025 | 11:17 AM PST

BY: Andrew Blate
ITS: VP/GM Americas

Docusign Envelope ID: 27E0D2FA-3226-4154-973A-2A3B61DD9594

Seventh Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Pricing Correction

This Amendment to the Master Price Agreement is entered into this 7th day of February 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HONEYWELL INTERNATIONAL, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 10, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 9, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about February 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about November 9, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about January 30, 2025, and by this reference incorporated herein; and

WHEREAS, Vendor discovered that the Agreement contains a typographical error in Attachment A, which should be corrected to accurately reflect the intent of the Vendor; and

WHEREAS, the List Price for the G2 Communications Gateway Pair, was listed incorrectly as $12,510.00, whereas the correct List Price is $15,012.00;

WHEREAS, the Discount and Member Price remain correct and unchanged;

WHEREAS, Vendor has provided notice, on or about February 7, 2025, of the typographical error in Attachment A; and

WHEREAS, the Parties desire to amend the Agreement to correct the typographical error in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

Docusign Envelope ID: 27E0D2FA-3226-4154-973A-2A3B61DD9594

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Price Correction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following price list for G2 Communications Gateway Pair:

DISPATCH SYSTEM COMPONENTS		List Price	Discount	Member Price
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	**G2-GW**	$15,012.00	10%	$13,510.80

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

Signed by:
Patricia M. Mulvihill
0BD4F25C35F54D0...

Date February 12, 2025 | 3:51 PM PST

BY: Patricia M. Mulvihill
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

Signed by:
Andrew Blate
7427D6503384409...

Date February 12, 2025 | 8:27 AM PST

BY: Andrew Blate
ITS: VP/GM Americas

US DIGITAL DESIGNS
by Honeywell

Quotation to:

Boynton Beach, FL
Boynton Beach Fire Rescue

Project:

G2 Fire Station Alerting System
x1 Dispatch System & x6 Station Systems

Proposal number:

FL_BOYN001

Revision #

1

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/

Boynton Beach Fire Rescue is a member: M-5697309

Quote Date:

12-Mar-2025

Quote Expires:

10-Jun-2025

By:

John Spanbauer

Territory Manager

US Digital Designs, Inc.

1150 W Grove Pkwy St #110

Tempe, AZ 85283

804.310.0993

N/A

John.Spanbauer@jpsfireconsulting.com

stationalerting.com

Installation by:

Keylite Power & Lighting Corp

Troy Bailey

This proposal is subject to corrections due to errors or omissions

US DIGITAL DESIGNS
1150 W Grove Pkwy St #110
Tempe, Arizona 85282
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/12/25
Expires: 6/10/25

Quote SUBMITTED TO:
Boynton Beach, FL
Boynton Beach Fire Rescue

REF PROPOSAL
FL_BOYN001 v1

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	LOT	USDD	0	RSI-P	**Radio Console/System Interface** (Requires owner-furnished, dedicated console)	$ 13,650.00	$ 12,285.00	-	
	LOT	USDD	0	RSI-SYMB	**Radio System Interface (Full Console Interface) - To L3Harris SYMPHONY** (Requires Applications Server (DA2) and owner-furnished, dedicated console - specifically and soley tasked for Station Alerting)	$ 13,650.00	$ 12,285.00	-	
	LOT	USDD	0	RSI-MCC7	Radio System Interface (Full Console Interface) - **To Motorola MCC7500** (Requires Applications Server (DA2) and owner-furnished, dedicated console - specifically and soley tasked for Station Alerting)	$ 13,650.00	$ 12,285.00	-	
	LOT	USDD	1	CADI-U	**CAD Interface - Mark 43** (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	$ 14,677.50	$ 13,209.75	13,209.75	
	LOT	USDD	0	CADI-P	**CAD Interface - TBD** (CAD provider-Side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	TBD	TBD	TBD	

DISPATCH SYSTEM COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	PR	USDD	1	G2-GW	**G2 Communications Gateway Pair** (Primary FSA Servers) 2@1RU each (2RU Total)	$ 15,012.00	$ 13,510.80	13,510.80	
	Kit	USDD	1	GARI-2	**G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plate**	$ 3,662.75	$ 3,296.48	3,296.48	

	Kit	USDD	**0**	**TV-R**	**G2 HDTV REMOTE**	$ 1,121.50	**$ 1,009.35**	**-**	
	Kit	USDD	**0**	**LTI**	**G2 Light Tower Interface**	$ 675.00	**$ 607.50**	**-**	
	ea	USDD	**0**	**GARI2-008R**	**Consolete Motorola Interface Cable**	$ 300.00	**$ 270.00**	**-**	
	ea	USDD	**1**	**GARI2-009R**	**Motorola APX XTL Cable Active Low**	$ 300.00	**$ 270.00**	**270.00**	
	ea	USDD	**0**	**GARI2-010R**	**Dual Motorola APX Consollete I/O Adapter**	$ 300.00	**$ 270.00**	**-**	
	ea	USDD	**0**	**USDD-A0012**	**Motorola Busy High Converter**	$ 300.00	**$ 270.00**	**-**	

DISPATCH SYSTEM SERVICES

Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	HR	USDD	**0**	**GW-VM**	G2 Communications Gateway - VMWare Virtual (Software for Controller with Install Assistance)	$ 10,008.00	**$ 9,007.20**	**-**	
	HR	USDD	**8**	**GW-CM**	**Gateway Configuration & Modifications**	$ 373.75	**$ 336.38**	**2,691.00**	
	LOT	USDD	**2**	**GW-I-O**	**Gateway Installation/ On-Site BY USDD** (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	$ 2,200.00	**$ 1,980.00**	**3,960.00**	
	LOT	USDD	**0**	**GW-I-C**	**Gateway Installation / BY CUSTOMER** (with REMOTE ASSISTANCE by USDD Personnel)	$ 431.25	**$ 388.13**	**-**	
	LOT	USDD	**1**	**GW-SU-O**	**Gateway Start-Up / On-Site BY USDD** (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	$ 6,813.75	**$ 6,132.38**	**6,132.38**	
	LOT	USDD	**3**	**GW-PM**	**Gateway Project Management**	$ 3,685.50	**$ 3,316.95**	**9,950.85**	
	LOT	USDD	**1**	**TRA-DIS-O**	**Training - System Administrator / Dispatch Supervisor - On-Site** (4 Hours)	$ 5,008.75	**$ 4,507.88**	**4,507.88**	
	LOT	USDD	**0**	**TRA-DIS-R**	**Training - System Administrator / Dispatch Supervisor - Remote Refresh** (4 Hours)	$ 1,523.75	**$ 1,371.38**	**-**	
	LOT	USDD	**1**	**TRA-STA-O**	**Training - Station-Level Configuration and Equipment Usage** - On-Site (4 Hours)	$ 5,008.75	**$ 4,507.88**	**4,507.88**	
	LOT	USDD	**0**	**TRA-STA-R**	**Training - Station-Level Configuration and Equipment Usage - Remote Refresh** (4 Hours)	$ 1,523.75	**$ 1,371.38**	**-**	
	LOT	USDD	**0**	**TRA-UT-R**	**Training - Station-Level Configuration and Equipment Usage - Remote Refresh** (2 Hours)	$ 650.00	**$ 585.00**		
	LOT	USDD	**0**	**TRA-IC-O**	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	$ 7,043.75	**$ 6,339.38**	**-**	
	LOT	USDD	**0**	**TRA-IC-AZ**	**Training - Installation Contractor - At Arizona Training Facility** / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	$ 3,593.75	**$ 3,234.38**	**-**	
	LOT	USDD	**0**		Misc Option 1	$ -	**$ -**	**-**	
	LOT	USDD	**0**		Misc Option 2	$ -	**$ -**	**-**	

PRIMARY DISPATCH G2 FSA SYSTEM	System Total:	62,037.00
	Shipping Total:	139.00
	System Subtotal	62,176.00

PRIMARY DISPATCH MOBILE APP SERVICE

for IOS and ANDROID Platforms Only - In Conjunction with USDD Communications Gateways Only

For each year the FSA System is under standard warranty or elected recurring support coverage, USDD would like to offer our G2 Mobile Station Alerting App to those customers at no additional cost (in groups of 24 licenses-per-ATX-purchased).

APP DEVICE LICENSES

Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea/Yr	USDD	0	G2-APP-DLA	**Phoenix G2 Mobile App** - Single Device License / Per Year Cost	$ 15.00	$ 13.50	-	

Number of Years Purchasing for this License Group :	1

	PRIMARY DISPATCH MOBILE APP SERVICE	Yearly Total:	-
		All Years Subtotal:	-

USDD G2 MOBILE FSA APP:

USDD has developed the Phoenix G2 FSA Mobile Application (the "App") to provide a remote extension of the customer's existing G2 FSAS. **Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System**. The App is supported by Apple and Android devices. The App will interface with the Agency's CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. The performance of mobile alerting is subject to network

PRIMARY DISPATCH MAPPING SERVICE

Mapping System costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

USDD-HOSTED MAPPING - INCLUDED (at no additional cost while under Warranty/Support)

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	1	MAP-CLD	**G2 FSA Mapping Server - Yearly Hosting Cost** (Cloud/USDD Hosted) - Only for customers not paying support.	$ 1,540.00	$ 1,386.00	1386 included at no charge/no additional cost	

MAPPING SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	HR	USDD	**0**	**MAP-CM**	**System Configuration and Modification** for Mapping	$ 325.00	**$ 292.50**	**-**	
	LOT	USDD	**0**	**MAP-CSU-O**	**Customer-Hosted Mapping Server Configuration and Start-up**	$ 5,925.00	**$ 5,332.50**	**-**	
	LOT	USDD	**0**	**MAP-PM**	**Mapping Gateway Project Management**	$ 415.00	**$ 373.50**	**-**	
	LOT	USDD	**0**	**MAP-TRN-O**	**Training - Mapping Service - On-Site** (4 Hours)	$ 4,425.00	**$ 3,982.50**	**-**	
	LOT	USDD	**0**	**MAP-TRN-AZ**	**Training - Mapping Services - At Arizona Training Center**	$ 1,550.00	**$ 1,395.00**	**-**	
	LOT	USDD	**0**	**MAP-TRN-R**	**Training - Mapping Services - Remote Refresh** (4 Hours)	$ 1,325.00	**$ 1,192.50**	**-**	
	LOT	USDD	**0**		Misc Option 1	$ -	**$ -**	**-**	

PRIMARY DISPATCH MAPPING SERVICE	System Total:	-
	System Subtotal	-

PRIMARY DISPATCH WARRANTY & SUPPORT

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. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	HR	USDD	**1.0**	**RS-1YR-STD**	[STANDARD] **1st YEAR WARRANTY & SUPPORT**	$ 3,365.23	**$3,028.70**	No Charge	
	LOT	USDD	**0.0**	**RS-AYR-STD**	[STANDARD] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT**	$ 3,365.23	**$ 3,028.70**	-	

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	**62,176.00**

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL SYSTEMS SUBTOTAL:	**62,037.00**
ALL SHIPPING SUBTOTAL:	**139.00**
ALL WARRANTY & SUPPORT:	**-**
ALL PRIMARY DISPATCH-LEVEL ESTIMATED TAX:	**-**
ALL PRIMARY DISPATCH-LEVEL GRAND TOTAL:	**62,176.00**

US DIGITAL DESIGNS
1150 W Grove Pkwy St #110
Tempe, Arizona 85282
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: 3/12/25
Expires: 6/10/25

Quote SUBMITTED TO:
Boynton Beach, FL
Boynton Beach Fire Rescue

REF PROPOSAL
FL_BOYN001 v1 **STATION-LEVEL**

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # **USDD.FL_BYBE.FSA 03.13.2025**

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.	$ 1,433.25	$ 1,289.93	$ 1,289.93	
	Ea/Yr	USDD	24	G2-APP-DLA	**G2 MOBILE FSAS APP -** Single Device License. Up to 24 Licenses-Per-ATX are offered at $0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	$ 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	
	Kit	USDD	0	ATX-LITE	**G2 ATX-Lite STATION CONTROLLER -** Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	$ 15,274.88	$ 13,747.39	$ -	
	Kit	USDD	0	ATX-Upgrade	**G2 ATX-Upgrade STATION CONTROLLER -** Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	$ 9,990.00	$ 8,991.00	$ -	
	Kit	USDD	1	ATX-EXP	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	$ 7,838.00	$ 7,054.20	$ 7,054.20	
	Kit	USDD	0	TMR-GPS	**USB GPS Time Adjustment Module -** Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	$ 52.53	$ 47.28	$ -	
	Kit	USDD	0	ATX-E	Rack Mount Ears for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Kit	USDD	0	ATX-P	Base Plate for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Ea	TBD	2	UPS-STD	ATX UPS, Standard	$ 1,017.64	$ 915.88	$ 1,831.75	
	Ea	TBD	2	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	$ 77.25	$ 69.53	$ 139.05	

STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	0	AMP-70V	Audio Amplifier, External, Standard	$ 1,226.34	$ 1,103.71	$ -	
	Ea	TBD	0	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	$ 91.20	$ 82.08	$ -	
	Ea	USDD	1	CIR	**G2 COLOR INDICATOR REMOTE**	$ 1,043.90	$ 939.51	$ 939.51	
	Ea	USDD	1	CIR-SMB	**G2 COLOR INDICATOR REMOTE BACK BOX**	$ 165.10	$ 148.59	$ 148.59	
	Ea	USDD	0	TV-R	**G2 HDTV REMOTE** (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	$ 1,121.50	$ 1,009.35	$ -	

	Ea	TBD	**0**	**FPM-S**	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	$ 1,265.00	**$ 1,138.50**	**$ -**	
	Ea	TBD	**0**	**FPM-U**	Flat Panel/TV Mount - Universal 23"-46" Tilt	$ 138.00	**$ 124.20**	**$ -**	
	Ea	USDD	**0**	**IOR**	**G2 I/O REMOTE** Module with (8) Digital Inputs and (8) Digital Outputs	$ 1,581.50	**$ 1,423.35**	**$ -**	
	Ea	USDD	**0**	PB-B	Push Button, Standard (Black)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	**0**	PB-R	Push Button, Emergency (Red)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	**1**	**MR-2**	**G2 MESSAGE REMOTE 2** Module	$ 1,753.75	**$ 1,578.38**	**$ 1,578.38**	
	Ea	USDD	**0**	**USDD-LCD-SIGN**	**G2 LCD MESSAGE SIGN** 28" Active Screen width / Configurable display	$ 3,000.00	**$ 2,700.00**	**$ -**	
	Ea	USDD	**0**	**MS-G-M**	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	$ 1,258.13	**$ 1,132.32**	**$ -**	
	Ea	USDD	**0**	**MS-G-S**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	$ 1,575.00	**$ 1,417.50**	**$ -**	
	Ea	USDD	**3**	**MS-G-E**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	$ 2,351.56	**$ 2,116.40**	**$ 6,349.21**	
	Ea	USDD	**2**	**MS-AP-S**	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 63.50	**$ 57.15**	**$ 114.30**	
	Ea	USDD	**0**	**MS-AP-D**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 75.00	**$ 67.50**	**$ -**	
	Ea	USDD	**0**	**MS-HK**	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	$ 87.60	**$ 78.84**	**$ -**	
	Ea	TBD	**2**	MS-MNT	MS Mount - Articulating, Long reach	$ 390.00	**$ 351.00**	**$ 702.00**	
	Ea	USDD	**10**	**RR-2**	**G2 ROOM REMOTE 2** Module	$ 2,275.35	**$ 2,047.82**	**$ 20,478.15**	
	Ea	USDD	**0**	RR2-AP	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	$ 86.50	**$ 77.85**	**$ -**	
	Ea	USDD	**0**	RR2-SMB	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	$ 201.25	**$ 181.13**	**$ -**	
	Ea	USDD	**0**	**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**	**$ -**	
	Ea	USDD	**0**	**G2-POE**	**POE INJECTOR** – Provides local 48vdc power to specific USDD peripheral components	$ 448.50	**$ 403.65**	**$ -**	
	Ea	USDD	**0**	**RUI**	**G2 REMOTE USER INTERFACE Module –** Extends ATX's TouchScreen User Interface into alternative area of same building.	$ 2,167.00	**$ 1,950.30**	**$ -**	
	Ea	USDD	**12**	**SPK-LED-FM**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	$ 374.00	**$ 336.60**	**$ 4,039.20**	
	Ea	USDD	**0**	**SPK-LED-SM**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	$ 374.00	**$ 336.60**	**$ -**	
	Ea	USDD	**1**	**SPK-OAS**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	$ 1,575.00	**$ 1,417.50**	**$ 1,417.50**	
	Ea	USDD	**0**	SPK-OAS-BFC	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	$ 23.00	**$ 20.70**	**$ -**	
	Ea	USDD	**0**	SPK-OAS-DCB	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	**0**	SPK-OAS-SMB	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	**15**	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	$ 132.30	**$ 119.07**	**$ 1,786.05**	

	Ea	USDD	0	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	$ 132.30	$ 119.07	$ -	
	Ea	USDD	0	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	$ 373.75	$ 336.38	$ -	
	Ea	USDD	1	**STR-2**	**G2 Strobe Light** / Red LED	$ 661.50	$ 595.35	$ 595.35	
	Ea	USDD	0	XFMR	Transformer, 8ohm to 70V, External	$ 74.20	$ 66.78	$ -	
	Ea	USDD	0	VDS	VIDEO DOOR STATION - Outdoor IP Video Intercom ties into G2 FSAS (HDTV Remote) - Includes Power Injector	$ 2,040.00	$ 1,836.00	$ -	

STATION SYSTEM SERVICES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	**ST-INST**	**Station Installation (Keylite)**	$ 49,744.44	$ 44,770.00	$ 44,770.00	
	Ea	USDD	1	**ST-INST**	**Permitting, Mobilization, & Fees (Keylite)**	$ 1,989.78	$ 1,790.80	$ 1,790.80	
	Ea	USDD	1	**ST-SU**	**Station Configuration & Start-Up**	$ 3,888.89	$ 3,500.00	$ 3,500.00	
	Ea	USDD	1	**ST-PM**	**Station Project Management**	$ 5,000.00	$ 4,500.00	$ 4,500.00	
	Ea	USDD	1	**ST-ES**	**Station Engineering / Design Services**	$ 1,666.67	$ 1,500.00	$ 1,500.00	
	Ea	USDD	0	**TRA-IC-O**	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours	$ 7,043.75	$ 6,339.38	$ -	
	Ea	USDD	0	**TRA-IC-AZ**	**Training - Installation Contractor - At Arizona Training Facility** / USDD G2 Certification / 8 Hours	$ 3,593.75	$ 3,234.38	$ -	
	Ea	USDD	0	**USDD-USR-GRP**	**USDD Customer User Group -** Registration Fee Per Individual	$ 3,200.00	$ 2,880.00	$ -	
	Ea	USDD	0	**MISC**	**Miscellaneous/TBD**	$ -	$ -	$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	.	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	**RS-1YR-STD**	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT**	$ 7,712.05	$ 6,940.84	no charge	
	YR	USDD	0.0	**RS-AYR-STD**	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT**	$ 7,712.05	$ 6,940.84	$ -	

STATION 01		
	System:	**$ 125,469.21**
	Shipping:	**$ 1,462.00**
	Warranty & Support:	**$ -**
	Estimated Tax:	**$ -**
	STATION SUBTOTAL:	**$ 126,931.21**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS
1150 W Grove Pkwy St #110
Tempe, Arizona 85282
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: 3/12/25
Expires: 6/10/25

Quote SUBMITTED TO:
Boynton Beach, FL
Boynton Beach Fire Rescue

REF PROPOSAL
FL_BOYN001 v1 **STATION-LEVEL**

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL_BYBE.FSA 03.13.2025

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.	$ 1,433.25	$ 1,289.93	$ 1,289.93	
	Ea/Yr	USDD	24	G2-APP-DLA	**G2 MOBILE FSAS APP -** Single Device License. Up to 24 Licenses-Per-ATX are offered at $0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	$ 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	
	Kit	USDD	0	ATX-LITE	**G2 ATX-Lite STATION CONTROLLER -** Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	$ 15,274.88	$ 13,747.39	$ -	
	Kit	USDD	0	ATX-Upgrade	**G2 ATX-Upgrade STATION CONTROLLER -** Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	$ 9,990.00	$ 8,991.00	$ -	
	Kit	USDD	1	ATX-EXP	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	$ 7,838.00	$ 7,054.20	$ 7,054.20	
	Kit	USDD	0	TMR-GPS	**USB GPS Time Adjustment Module -** Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	$ 52.53	$ 47.28	$ -	
	Kit	USDD	0	ATX-E	Rack Mount Ears for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Kit	USDD	0	ATX-P	Base Plate for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Ea	TBD	2	UPS-STD	ATX UPS, Standard	$ 1,017.64	$ 915.88	$ 1,831.75	
	Ea	TBD	2	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	$ 77.25	$ 69.53	$ 139.05	

STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	0	AMP-70V	Audio Amplifier, External, Standard	$ 1,226.34	$ 1,103.71	$ -	
	Ea	TBD	0	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	$ 91.20	$ 82.08	$ -	
	Ea	USDD	1	CIR	**G2 COLOR INDICATOR REMOTE**	$ 1,043.90	$ 939.51	$ 939.51	
	Ea	USDD	1	CIR-SMB	**G2 COLOR INDICATOR REMOTE BACK BOX**	$ 165.10	$ 148.59	$ 148.59	
	Ea	USDD	0	TV-R	**G2 HDTV REMOTE** (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	$ 1,121.50	$ 1,009.35	$ -	

	Ea	TBD	**0**	**FPM-S**	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	$ 1,265.00	**$ 1,138.50**	**$ -**	
	Ea	TBD	**0**	**FPM-U**	Flat Panel/TV Mount - Universal 23"-46" Tilt	$ 138.00	**$ 124.20**	**$ -**	
	Ea	USDD	**0**	**IOR**	**G2 I/O REMOTE** Module with (8) Digital Inputs and (8) Digital Outputs	$ 1,581.50	**$ 1,423.35**	**$ -**	
	Ea	USDD	**0**	PB-B	Push Button, Standard (Black)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	**0**	PB-R	Push Button, Emergency (Red)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	**2**	**MR-2**	**G2 MESSAGE REMOTE 2** Module	$ 1,753.75	**$ 1,578.38**	**$ 3,156.75**	
	Ea	USDD	**0**	**USDD-LCD-SIGN**	**G2 LCD MESSAGE SIGN** 28" Active Screen width / Configurable display	$ 3,000.00	**$ 2,700.00**	**$ -**	
	Ea	USDD	**0**	**MS-G-M**	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	$ 1,258.13	**$ 1,132.32**	**$ -**	
	Ea	USDD	**0**	**MS-G-S**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	$ 1,575.00	**$ 1,417.50**	**$ -**	
	Ea	USDD	**3**	**MS-G-E**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	$ 2,351.56	**$ 2,116.40**	**$ 6,349.21**	
	Ea	USDD	**2**	**MS-AP-S**	MS-G Adapter Plate, SINGLE. VESA 100 joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 63.50	**$ 57.15**	**$ 114.30**	
	Ea	USDD	**0**	**MS-AP-D**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 75.00	**$ 67.50**	**$ -**	
	Ea	USDD	**0**	**MS-HK**	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	$ 87.60	**$ 78.84**	**$ -**	
	Ea	TBD	**2**	MS-MNT	MS Mount - Articulating, Long reach	$ 390.00	**$ 351.00**	**$ 702.00**	
	Ea	USDD	**9**	**RR-2**	**G2 ROOM REMOTE 2** Module	$ 2,275.35	**$ 2,047.82**	**$ 18,430.34**	
	Ea	USDD	**0**	RR2-AP	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	$ 86.50	**$ 77.85**	**$ -**	
	Ea	USDD	**0**	RR2-SMB	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	$ 201.25	**$ 181.13**	**$ -**	
	Ea	USDD	**0**	**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**	**$ -**	
	Ea	USDD	**0**	**G2-POE**	**POE INJECTOR** – Provides local 48vdc power to specific USDD peripheral components	$ 448.50	**$ 403.65**	**$ -**	
	Ea	USDD	**0**	**RUI**	**G2 REMOTE USER INTERFACE Module –** Extends ATX's TouchScreen User Interface into alternative area of same building.	$ 2,167.00	**$ 1,950.30**	**$ -**	
	Ea	USDD	**12**	**SPK-LED-FM**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	$ 374.00	**$ 336.60**	**$ 4,039.20**	
	Ea	USDD	**0**	**SPK-LED-SM**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	$ 374.00	**$ 336.60**	**$ -**	
	Ea	USDD	**2**	**SPK-OAS**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	$ 1,575.00	**$ 1,417.50**	**$ 2,835.00**	
	Ea	USDD	**0**	SPK-OAS-BFC	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	$ 23.00	**$ 20.70**	**$ -**	
	Ea	USDD	**0**	SPK-OAS-DCB	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	**0**	SPK-OAS-SMB	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	**12**	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	$ 132.30	**$ 119.07**	**$ 1,428.84**	

	Ea	USDD	0	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	$ 132.30	$ 119.07	$ -	
	Ea	USDD	0	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	$ 373.75	$ 336.38	$ -	
	Ea	USDD	1	**STR-2**	**G2 Strobe Light** / Red LED	$ 661.50	$ 595.35	$ 595.35	
	Ea	USDD	0	XFMR	Transformer, 8ohm to 70V, External	$ 74.20	$ 66.78	$ -	
	Ea	USDD	0	VDS	VIDEO DOOR STATION - Outdoor IP Video Intercom ties into G2 FSAS (HDTV Remote) - Includes Power Injector	$ 2,040.00	$ 1,836.00	$ -	

STATION SYSTEM SERVICES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	**ST-INST**	**Station Installation (Keylite)**	$ 47,177.78	$ 42,460.00	$ 42,460.00	
	Ea	USDD	1	**ST-INST**	**Permitting, Mobilization, & Fees (Keylite)**	$ 1,887.11	$ 1,698.40	$ 1,698.40	
	Ea	USDD	1	**ST-SU**	**Station Configuration & Start-Up**	$ 3,888.89	$ 3,500.00	$ 3,500.00	
	Ea	USDD	1	**ST-PM**	**Station Project Management**	$ 5,000.00	$ 4,500.00	$ 4,500.00	
	Ea	USDD	1	**ST-ES**	**Station Engineering / Design Services**	$ 1,666.67	$ 1,500.00	$ 1,500.00	
	Ea	USDD	0	**TRA-IC-O**	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours	$ 7,043.75	$ 6,339.38	$ -	
	Ea	USDD	0	**TRA-IC-AZ**	**Training - Installation Contractor - At Arizona Training Facility** / USDD G2 Certification / 8 Hours	$ 3,593.75	$ 3,234.38	$ -	
	Ea	USDD	0	**USDD-USR-GRP**	**USDD Customer User Group -** Registration Fee Per Individual	$ 3,200.00	$ 2,880.00	$ -	
	Ea	USDD	0	**MISC**	**Miscellaneous/TBD**	$ -	$ -	$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	.	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	**RS-1YR-STD**	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT**	$ 7,777.70	$ 6,999.93	no charge	
	YR	USDD	0.0	**RS-AYR-STD**	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT**	$ 7,777.70	$ 6,999.93	$ -	

STATION 02		
	System:	**$ 123,657.66**
	Shipping:	**$ 1,438.00**
	Warranty & Support:	**$ -**
	Estimated Tax:	**$ -**
	STATION SUBTOTAL:	**$ 125,095.66**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
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 & 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 sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS 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 cannnot warrant nor 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 sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

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 Subcontrators 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-furbished (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
1150 W Grove Pkwy St #110
Tempe, Arizona 85282
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: 3/12/25
Expires: 6/10/25

Quote SUBMITTED TO:
Boynton Beach, FL
Boynton Beach Fire Rescue

REF PROPOSAL
FL_BOYN001 v1 **STATION-LEVEL**

STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL_BYBE.FSA 03.13.2025

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.	$ 1,433.25	$ 1,289.93	$ 1,289.93	
	Ea/Yr	USDD	24	G2-APP-DLA	**G2 MOBILE FSAS APP -** Single Device License. Up to 24 Licenses-Per-ATX are offered at $0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	$ 15.00	$ 13.50	No Charge	

STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	0	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	$ -	
	Kit	USDD	1	ATX-LITE	**G2 ATX-Lite STATION CONTROLLER -** Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	$ 15,274.88	$ 13,747.39	$ 13,747.39	
	Kit	USDD	0	ATX-Upgrade	**G2 ATX-Upgrade STATION CONTROLLER -** Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	$ 9,990.00	$ 8,991.00	$ -	
	Kit	USDD	0	ATX-EXP	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	$ 7,838.00	$ 7,054.20	$ -	
	Kit	USDD	0	TMR-GPS	**USB GPS Time Adjustment Module -** Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	$ 52.53	$ 47.28	$ -	
	Kit	USDD	0	ATX-E	Rack Mount Ears for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Kit	USDD	0	ATX-P	Base Plate for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Ea	TBD	1	UPS-STD	ATX UPS, Standard	$ 1,017.64	$ 915.88	$ 915.88	
	Ea	TBD	1	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	$ 77.25	$ 69.53	$ 69.53	

STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	0	AMP-70V	Audio Amplifier, External, Standard	$ 1,226.34	$ 1,103.71	$ -	
	Ea	TBD	0	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	$ 91.20	$ 82.08	$ -	
	Ea	USDD	0	CIR	**G2 COLOR INDICATOR REMOTE**	$ 1,043.90	$ 939.51	$ -	
	Ea	USDD	0	CIR-SMB	**G2 COLOR INDICATOR REMOTE BACK BOX**	$ 165.10	$ 148.59	$ -	
	Ea	USDD	0	TV-R	**G2 HDTV REMOTE** (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	$ 1,121.50	$ 1,009.35	$ -	

	Ea	TBD	0	**FPM-S**	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	$ 1,265.00	**$ 1,138.50**	**$ -**	
	Ea	TBD	0	**FPM-U**	Flat Panel/TV Mount - Universal 23"-46" Tilt	$ 138.00	**$ 124.20**	**$ -**	
	Ea	USDD	0	**IOR**	**G2 I/O REMOTE** Module with (8) Digital Inputs and (8) Digital Outputs	$ 1,581.50	**$ 1,423.35**	**$ -**	
	Ea	USDD	0	PB-B	Push Button, Standard (Black)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	0	PB-R	Push Button, Emergency (Red)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	0	**MR-2**	**G2 MESSAGE REMOTE 2** Module	$ 1,753.75	**$ 1,578.38**	**$ -**	
	Ea	USDD	0	**USDD-LCD-SIGN**	**G2 LCD MESSAGE SIGN** 28" Active Screen width / Configurable display	$ 3,000.00	**$ 2,700.00**	**$ -**	
	Ea	USDD	0	**MS-G-M**	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	$ 1,258.13	**$ 1,132.32**	**$ -**	
	Ea	USDD	0	**MS-G-S**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	$ 1,575.00	**$ 1,417.50**	**$ -**	
	Ea	USDD	0	**MS-G-E**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	$ 2,351.56	**$ 2,116.40**	**$ -**	
	Ea	USDD	0	**MS-AP-S**	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	0	**MS-AP-D**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 75.00	**$ 67.50**	**$ -**	
	Ea	USDD	0	**MS-HK**	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	$ 87.60	**$ 78.84**	**$ -**	
	Ea	TBD	0	MS-MNT	MS Mount - Articulating, Long reach	$ 390.00	**$ 351.00**	**$ -**	
	Ea	USDD	0	**RR-2**	**G2 ROOM REMOTE 2** Module	$ 2,275.35	**$ 2,047.82**	**$ -**	
	Ea	USDD	0	RR2-AP	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	$ 86.50	**$ 77.85**	**$ -**	
	Ea	USDD	0	RR2-SMB	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	$ 201.25	**$ 181.13**	**$ -**	
	Ea	USDD	0	**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**	**$ -**	
	Ea	USDD	0	**G2-POE**	**POE INJECTOR** – Provides local 48vdc power to specific USDD peripheral components	$ 448.50	**$ 403.65**	**$ -**	
	Ea	USDD	0	**RUI**	**G2 REMOTE USER INTERFACE Module –** Extends ATX's TouchScreen User Interface into alternative area of same building.	$ 2,167.00	**$ 1,950.30**	**$ -**	
	Ea	USDD	0	**SPK-LED-FM**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	$ 374.00	**$ 336.60**	**$ -**	
	Ea	USDD	0	**SPK-LED-SM**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	$ 374.00	**$ 336.60**	**$ -**	
	Ea	USDD	0	**SPK-OAS**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	$ 1,575.00	**$ 1,417.50**	**$ -**	
	Ea	USDD	0	SPK-OAS-BFC	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	$ 23.00	**$ 20.70**	**$ -**	
	Ea	USDD	0	SPK-OAS-DCB	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	0	SPK-OAS-SMB	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	0	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	$ 132.30	**$ 119.07**	**$ -**	

	Ea	USDD	0	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	$ 132.30	$ 119.07	$ -	
	Ea	USDD	0	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	$ 373.75	$ 336.38	$ -	
	Ea	USDD	0	STR-2	**G2 Strobe Light** / Red LED	$ 661.50	$ 595.35	$ -	
	Ea	USDD	0	XFMR	Transformer, 8ohm to 70V, External	$ 74.20	$ 66.78	$ -	
	Ea	USDD	0	VDS	VIDEO DOOR STATION - Outdoor IP Video Intercom ties into G2 FSAS (HDTV Remote) - Includes Power Injector	$ 2,040.00	$ 1,836.00	$ -	

STATION SYSTEM SERVICES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	**Station Installation (Keylite)**	$ 16,666.67	$ 15,000.00	$ 15,000.00	
	Ea	USDD	1	ST-INST	**Permitting, Mobilization, & Fees (Keylite)**	$ 1,038.89	$ 935.00	$ 935.00	
	Ea	USDD	1	ST-SU	**Station Configuration & Start-Up**	$ 3,888.89	$ 3,500.00	$ 3,500.00	
	Ea	USDD	1	ST-PM	**Station Project Management**	$ 5,000.00	$ 4,500.00	$ 4,500.00	
	Ea	USDD	1	ST-ES	**Station Engineering / Design Services**	$ 1,666.67	$ 1,500.00	$ 1,500.00	
	Ea	USDD	0	TRA-IC-O	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours	$ 7,043.75	$ 6,339.38	$ -	
	Ea	USDD	0	TRA-IC-AZ	**Training - Installation Contractor - At Arizona Training Facility** / USDD G2 Certification / 8 Hours	$ 3,593.75	$ 3,234.38	$ -	
	Ea	USDD	0	USDD-USR-GRP	**USDD Customer User Group -** Registration Fee Per Individual	$ 3,200.00	$ 2,880.00	$ -	
	Ea	USDD	0	MISC	**Miscellaneous/TBD**	$ -	$ -	$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	.	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT**	$ 1,780.30	$ 1,602.27	no charge	
	YR	USDD	0.0	RS-AYR-STD	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT**	$ 1,780.30	$ 1,602.27	$ -	

STATION 03		
	System:	**$ 41,457.72**
	Shipping:	**$ 90.00**
	Warranty & Support:	**$ -**
	Estimated Tax:	**$ -**
	STATION SUBTOTAL:	**$ 41,547.72**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS
1150 W Grove Pkwy St #110
Tempe, Arizona 85282
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: 3/12/25
Expires: 6/10/25

Quote SUBMITTED TO:
Boynton Beach, FL
Boynton Beach Fire Rescue

REF PROPOSAL
FL_BOYN001 v1 **STATION-LEVEL**

STATION 04

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL_BYBE.FSA 03.13.2025

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.	$ 1,433.25	$ 1,289.93	$ 1,289.93	
	Ea/Yr	USDD	24	G2-APP-DLA	**G2 MOBILE FSAS APP -** Single Device License. Up to 24 Licenses-Per-ATX are offered at $0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	$ 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	
	Kit	USDD	0	ATX-LITE	**G2 ATX-Lite STATION CONTROLLER -** Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	$ 15,274.88	$ 13,747.39	$ -	
	Kit	USDD	0	ATX-Upgrade	**G2 ATX-Upgrade STATION CONTROLLER -** Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	$ 9,990.00	$ 8,991.00	$ -	
	Kit	USDD	1	ATX-EXP	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	$ 7,838.00	$ 7,054.20	$ 7,054.20	
	Kit	USDD	0	TMR-GPS	**USB GPS Time Adjustment Module -** Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	$ 52.53	$ 47.28	$ -	
	Kit	USDD	2	ATX-E	Rack Mount Ears for ATX or EXP	$ 76.22	$ 68.60	$ 137.20	
	Kit	USDD	0	ATX-P	Base Plate for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Ea	TBD	2	UPS-STD	ATX UPS, Standard	$ 1,017.64	$ 915.88	$ 1,831.75	
	Ea	TBD	2	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	$ 77.25	$ 69.53	$ 139.05	

STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	$ 1,226.34	$ 1,103.71	$ 1,103.71	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	$ 91.20	$ 82.08	$ 82.08	
	Ea	USDD	1	CIR	**G2 COLOR INDICATOR REMOTE**	$ 1,043.90	$ 939.51	$ 939.51	
	Ea	USDD	1	CIR-SMB	**G2 COLOR INDICATOR REMOTE BACK BOX**	$ 165.10	$ 148.59	$ 148.59	
	Ea	USDD	0	TV-R	**G2 HDTV REMOTE** (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	$ 1,121.50	$ 1,009.35	$ -	

	Ea	TBD	**0**	**FPM-S**	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	$ 1,265.00	**$ 1,138.50**	**$ -**	
	Ea	TBD	**0**	**FPM-U**	Flat Panel/TV Mount - Universal 23"-46" Tilt	$ 138.00	**$ 124.20**	**$ -**	
	Ea	USDD	**0**	**IOR**	**G2 I/O REMOTE** Module with (8) Digital Inputs and (8) Digital Outputs	$ 1,581.50	**$ 1,423.35**	**$ -**	
	Ea	USDD	**0**	PB-B	Push Button, Standard (Black)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	**0**	PB-R	Push Button, Emergency (Red)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	**1**	**MR-2**	**G2 MESSAGE REMOTE 2** Module	$ 1,753.75	**$ 1,578.38**	**$ 1,578.38**	
	Ea	USDD	**0**	**USDD-LCD-SIGN**	**G2 LCD MESSAGE SIGN** 28" Active Screen width / Configurable display	$ 3,000.00	**$ 2,700.00**	**$ -**	
	Ea	USDD	**0**	**MS-G-M**	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	$ 1,258.13	**$ 1,132.32**	**$ -**	
	Ea	USDD	**0**	**MS-G-S**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	$ 1,575.00	**$ 1,417.50**	**$ -**	
	Ea	USDD	**3**	**MS-G-E**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	$ 2,351.56	**$ 2,116.40**	**$ 6,349.21**	
	Ea	USDD	**2**	**MS-AP-S**	MS-G Adapter Plate, SINGLE. VESA 100 joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 63.50	**$ 57.15**	**$ 114.30**	
	Ea	USDD	**0**	**MS-AP-D**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 75.00	**$ 67.50**	**$ -**	
	Ea	USDD	**0**	**MS-HK**	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	$ 87.60	**$ 78.84**	**$ -**	
	Ea	TBD	**2**	MS-MNT	MS Mount - Articulating, Long reach	$ 390.00	**$ 351.00**	**$ 702.00**	
	Ea	USDD	**9**	**RR-2**	**G2 ROOM REMOTE 2** Module	$ 2,275.35	**$ 2,047.82**	**$ 18,430.34**	
	Ea	USDD	**0**	RR2-AP	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	$ 86.50	**$ 77.85**	**$ -**	
	Ea	USDD	**0**	RR2-SMB	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	$ 201.25	**$ 181.13**	**$ -**	
	Ea	USDD	**0**	**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**	**$ -**	
	Ea	USDD	**0**	**G2-POE**	**POE INJECTOR** – Provides local 48vdc power to specific USDD peripheral components	$ 448.50	**$ 403.65**	**$ -**	
	Ea	USDD	**0**	**RUI**	**G2 REMOTE USER INTERFACE Module –** Extends ATX's TouchScreen User Interface into alternative area of same building.	$ 2,167.00	**$ 1,950.30**	**$ -**	
	Ea	USDD	**14**	**SPK-LED-FM**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	$ 374.00	**$ 336.60**	**$ 4,712.40**	
	Ea	USDD	**0**	**SPK-LED-SM**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	$ 374.00	**$ 336.60**	**$ -**	
	Ea	USDD	**1**	**SPK-OAS**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	$ 1,575.00	**$ 1,417.50**	**$ 1,417.50**	
	Ea	USDD	**0**	SPK-OAS-BFC	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	$ 23.00	**$ 20.70**	**$ -**	
	Ea	USDD	**0**	SPK-OAS-DCB	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	**0**	SPK-OAS-SMB	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	**12**	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	$ 132.30	**$ 119.07**	**$ 1,428.84**	

	Ea	USDD	0	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	$ 132.30	$ 119.07	$ -	
	Ea	USDD	0	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	$ 373.75	$ 336.38	$ -	
	Ea	USDD	1	**STR-2**	**G2 Strobe Light** / Red LED	$ 661.50	$ 595.35	$ 595.35	
	Ea	USDD	0	XFMR	Transformer, 8ohm to 70V, External	$ 74.20	$ 66.78	$ -	
	Ea	USDD	0	VDS	VIDEO DOOR STATION - Outdoor IP Video Intercom ties into G2 FSAS (HDTV Remote) - Includes Power Injector	$ 2,040.00	$ 1,836.00	$ -	

STATION SYSTEM SERVICES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	**ST-INST**	**Station Installation (Keylite)**	$ 49,744.44	$ 44,770.00	$ 44,770.00	
	Ea	USDD	1	**ST-INST**	**Permitting, Mobilization, & Fees (Keylite)**	$ 1,989.78	$ 1,790.80	$ 1,790.80	
	Ea	USDD	1	**ST-SU**	**Station Configuration & Start-Up**	$ 3,888.89	$ 3,500.00	$ 3,500.00	
	Ea	USDD	1	**ST-PM**	**Station Project Management**	$ 5,000.00	$ 4,500.00	$ 4,500.00	
	Ea	USDD	1	**ST-ES**	**Station Engineering / Design Services**	$ 1,666.67	$ 1,500.00	$ 1,500.00	
	Ea	USDD	0	**TRA-IC-O**	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours	$ 7,043.75	$ 6,339.38	$ -	
	Ea	USDD	0	**TRA-IC-AZ**	**Training - Installation Contractor - At Arizona Training Facility** / USDD G2 Certification / 8 Hours	$ 3,593.75	$ 3,234.38	$ -	
	Ea	USDD	0	**USDD-USR-GRP**	**USDD Customer User Group -** Registration Fee Per Individual	$ 3,200.00	$ 2,880.00	$ -	
	Ea	USDD	1	**MISC**	**Miscellaneous/TBD (IT Rack - Keylite)**	$ 580.56	$ 522.50	$ 522.50	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	.	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	**RS-1YR-STD**	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT**	$ 7,666.62	$ 6,899.96	no charge	
	YR	USDD	0.0	**RS-AYR-STD**	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT**	$ 7,666.62	$ 6,899.96	$ -	

STATION 04		
	System:	$ 125,582.87
	Shipping:	$ 1,474.00
	Warranty & Support:	$ -
	Estimated Tax:	$ -
	STATION SUBTOTAL:	$ 127,056.87

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS
1150 W Grove Pkwy St #110
Tempe, Arizona 85282
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: 3/12/25
Expires: 6/10/25

Quote SUBMITTED TO:
Boynton Beach, FL
Boynton Beach Fire Rescue

REF PROPOSAL
FL_BOYN001 v1 **STATION-LEVEL**

STATION 05

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL_BYBE.FSA 03.13.2025

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.	$ 1,433.25	$ 1,289.93	$ 1,289.93	
	Ea/Yr	USDD	24	G2-APP-DLA	**G2 MOBILE FSAS APP -** Single Device License. Up to 24 Licenses-Per-ATX are offered at $0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	$ 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	
	Kit	USDD	0	ATX-LITE	**G2 ATX-Lite STATION CONTROLLER -** Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	$ 15,274.88	$ 13,747.39	$ -	
	Kit	USDD	0	ATX-Upgrade	**G2 ATX-Upgrade STATION CONTROLLER -** Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	$ 9,990.00	$ 8,991.00	$ -	
	Kit	USDD	1	ATX-EXP	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	$ 7,838.00	$ 7,054.20	$ 7,054.20	
	Kit	USDD	0	TMR-GPS	**USB GPS Time Adjustment Module -** Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	$ 52.53	$ 47.28	$ -	
	Kit	USDD	0	ATX-E	Rack Mount Ears for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Kit	USDD	0	ATX-P	Base Plate for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Ea	TBD	2	UPS-STD	ATX UPS, Standard	$ 1,017.64	$ 915.88	$ 1,831.75	
	Ea	TBD	2	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	$ 77.25	$ 69.53	$ 139.05	

STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	0	AMP-70V	Audio Amplifier, External, Standard	$ 1,226.34	$ 1,103.71	$ -	
	Ea	TBD	0	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	$ 91.20	$ 82.08	$ -	
	Ea	USDD	1	CIR	**G2 COLOR INDICATOR REMOTE**	$ 1,043.90	$ 939.51	$ 939.51	
	Ea	USDD	1	CIR-SMB	**G2 COLOR INDICATOR REMOTE BACK BOX**	$ 165.10	$ 148.59	$ 148.59	
	Ea	USDD	0	TV-R	**G2 HDTV REMOTE** (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	$ 1,121.50	$ 1,009.35	$ -	

	Ea	TBD	**0**	**FPM-S**	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	$ 1,265.00	**$ 1,138.50**	**$ -**	
	Ea	TBD	**0**	**FPM-U**	Flat Panel/TV Mount - Universal 23"-46" Tilt	$ 138.00	**$ 124.20**	**$ -**	
	Ea	USDD	**0**	**IOR**	**G2 I/O REMOTE** Module with (8) Digital Inputs and (8) Digital Outputs	$ 1,581.50	**$ 1,423.35**	**$ -**	
	Ea	USDD	**0**	PB-B	Push Button, Standard (Black)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	**0**	PB-R	Push Button, Emergency (Red)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	**2**	**MR-2**	**G2 MESSAGE REMOTE 2** Module	$ 1,753.75	**$ 1,578.38**	**$ 3,156.75**	
	Ea	USDD	**0**	**USDD-LCD-SIGN**	**G2 LCD MESSAGE SIGN** 28" Active Screen width / Configurable display	$ 3,000.00	**$ 2,700.00**	**$ -**	
	Ea	USDD	**0**	**MS-G-M**	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	$ 1,258.13	**$ 1,132.32**	**$ -**	
	Ea	USDD	**0**	**MS-G-S**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	$ 1,575.00	**$ 1,417.50**	**$ -**	
	Ea	USDD	**4**	**MS-G-E**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	$ 2,351.56	**$ 2,116.40**	**$ 8,465.62**	
	Ea	USDD	**3**	**MS-AP-S**	MS-G Adapter Plate, SINGLE. VESA 100 joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 63.50	**$ 57.15**	**$ 171.45**	
	Ea	USDD	**0**	**MS-AP-D**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 75.00	**$ 67.50**	**$ -**	
	Ea	USDD	**0**	**MS-HK**	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	$ 87.60	**$ 78.84**	**$ -**	
	Ea	TBD	**3**	MS-MNT	MS Mount - Articulating, Long reach	$ 390.00	**$ 351.00**	**$ 1,053.00**	
	Ea	USDD	**18**	**RR-2**	**G2 ROOM REMOTE 2** Module	$ 2,275.35	**$ 2,047.82**	**$ 36,860.67**	
	Ea	USDD	**0**	RR2-AP	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	$ 86.50	**$ 77.85**	**$ -**	
	Ea	USDD	**0**	RR2-SMB	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	$ 201.25	**$ 181.13**	**$ -**	
	Ea	USDD	**0**	**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**	**$ -**	
	Ea	USDD	**0**	**G2-POE**	**POE INJECTOR** – Provides local 48vdc power to specific USDD peripheral components	$ 448.50	**$ 403.65**	**$ -**	
	Ea	USDD	**0**	**RUI**	**G2 REMOTE USER INTERFACE Module –** Extends ATX's TouchScreen User Interface into alternative area of same building.	$ 2,167.00	**$ 1,950.30**	**$ -**	
	Ea	USDD	**31**	**SPK-LED-FM**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	$ 374.00	**$ 336.60**	**$ 10,434.60**	
	Ea	USDD	**0**	**SPK-LED-SM**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	$ 374.00	**$ 336.60**	**$ -**	
	Ea	USDD	**2**	**SPK-OAS**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	$ 1,575.00	**$ 1,417.50**	**$ 2,835.00**	
	Ea	USDD	**0**	SPK-OAS-BFC	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	$ 23.00	**$ 20.70**	**$ -**	
	Ea	USDD	**0**	SPK-OAS-DCB	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	**0**	SPK-OAS-SMB	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	**37**	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	$ 132.30	**$ 119.07**	**$ 4,405.59**	

	Ea	USDD	0	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	$ 132.30	$ 119.07	$ -	
	Ea	USDD	0	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	$ 373.75	$ 336.38	$ -	
	Ea	USDD	1	**STR-2**	**G2 Strobe Light** / Red LED	$ 661.50	$ 595.35	$ 595.35	
	Ea	USDD	0	XFMR	Transformer, 8ohm to 70V, External	$ 74.20	$ 66.78	$ -	
	Ea	USDD	0	VDS	VIDEO DOOR STATION - Outdoor IP Video Intercom ties into G2 FSAS (HDTV Remote) - Includes Power Injector	$ 2,040.00	$ 1,836.00	$ -	

STATION SYSTEM SERVICES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	**ST-INST**	**Station Installation (Keylite)**	$ 99,488.89	$ 89,540.00	$ 89,540.00	
	Ea	USDD	1	**ST-INST**	**Permitting, Mobilization, & Fees (Keylite)**	$ 3,979.56	$ 3,581.60	$ 3,581.60	
	Ea	USDD	1	**ST-SU**	**Station Configuration & Start-Up**	$ 3,888.89	$ 3,500.00	$ 3,500.00	
	Ea	USDD	1	**ST-PM**	**Station Project Management**	$ 5,000.00	$ 4,500.00	$ 4,500.00	
	Ea	USDD	1	**ST-ES**	**Station Engineering / Design Services**	$ 1,666.67	$ 1,500.00	$ 1,500.00	
	Ea	USDD	0	**TRA-IC-O**	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours	$ 7,043.75	$ 6,339.38	$ -	
	Ea	USDD	0	**TRA-IC-AZ**	**Training - Installation Contractor - At Arizona Training Facility** / USDD G2 Certification / 8 Hours	$ 3,593.75	$ 3,234.38	$ -	
	Ea	USDD	0	**USDD-USR-GRP**	**USDD Customer User Group -** Registration Fee Per Individual	$ 3,200.00	$ 2,880.00	$ -	
	Ea	USDD	0	**MISC**	**Miscellaneous/TBD**	$ -	$ -	$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	.	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	**RS-1YR-STD**	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT**	$ 11,147.37	$ 10,032.63	no charge	
	YR	USDD	0.0	**RS-AYR-STD**	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT**	$ 11,147.37	$ 10,032.63	$ -	

STATION 05		
	System:	**$ 202,947.90**
	Shipping:	**$ 2,423.00**
	Warranty & Support:	**$ -**
	Estimated Tax:	**$ -**
	STATION SUBTOTAL:	**$ 205,370.90**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS

1150 W Grove Pkwy St #110
Tempe, Arizona 85282
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: 3/12/25
Expires: 6/10/25

Quote SUBMITTED TO:
Boynton Beach, FL
Boynton Beach Fire Rescue

REF PROPOSAL
FL_BOYN001 v1 **STATION-LEVEL**

STATION 06

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.FL_BYBE.FSA 03.13.2025

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.	$ 1,433.25	$ 1,289.93	$ 1,289.93	
	Ea/Yr	USDD	24	G2-APP-DLA	**G2 MOBILE FSAS APP -** Single Device License. Up to 24 Licenses-Per-ATX are offered at $0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	$ 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	
	Kit	USDD	0	ATX-LITE	**G2 ATX-Lite STATION CONTROLLER -** Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	$ 15,274.88	$ 13,747.39	$ -	
	Kit	USDD	0	ATX-Upgrade	**G2 ATX-Upgrade STATION CONTROLLER -** Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	$ 9,990.00	$ 8,991.00	$ -	
	Kit	USDD	0	ATX-EXP	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	$ 7,838.00	$ 7,054.20	$ -	
	Kit	USDD	0	TMR-GPS	**USB GPS Time Adjustment Module -** Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	$ 52.53	$ 47.28	$ -	
	Kit	USDD	0	ATX-E	Rack Mount Ears for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Kit	USDD	0	ATX-P	Base Plate for ATX or EXP	$ 76.22	$ 68.60	$ -	
	Ea	TBD	1	UPS-STD	ATX UPS, Standard	$ 1,017.64	$ 915.88	$ 915.88	
	Ea	TBD	1	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	$ 77.25	$ 69.53	$ 69.53	

STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	0	AMP-70V	Audio Amplifier, External, Standard	$ 1,226.34	$ 1,103.71	$ -	
	Ea	TBD	0	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	$ 91.20	$ 82.08	$ -	
	Ea	USDD	0	CIR	**G2 COLOR INDICATOR REMOTE**	$ 1,043.90	$ 939.51	$ -	
	Ea	USDD	0	CIR-SMB	**G2 COLOR INDICATOR REMOTE BACK BOX**	$ 165.10	$ 148.59	$ -	
	Ea	USDD	0	TV-R	**G2 HDTV REMOTE** (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	$ 1,121.50	$ 1,009.35	$ -	

	Ea	TBD	**0**	**FPM-S**	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	$ 1,265.00	**$ 1,138.50**	**$ -**	
	Ea	TBD	**0**	**FPM-U**	Flat Panel/TV Mount - Universal 23"-46" Tilt	$ 138.00	**$ 124.20**	**$ -**	
	Ea	USDD	**0**	**IOR**	**G2 I/O REMOTE** Module with (8) Digital Inputs and (8) Digital Outputs	$ 1,581.50	**$ 1,423.35**	**$ -**	
	Ea	USDD	**0**	PB-B	Push Button, Standard (Black)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	**0**	PB-R	Push Button, Emergency (Red)	$ 126.50	**$ 113.85**	**$ -**	
	Ea	USDD	**1**	**MR-2**	**G2 MESSAGE REMOTE 2** Module	$ 1,753.75	**$ 1,578.38**	**$ 1,578.38**	
	Ea	USDD	**0**	**USDD-LCD-SIGN**	**G2 LCD MESSAGE SIGN** 28" Active Screen width / Configurable display	$ 3,000.00	**$ 2,700.00**	**$ -**	
	Ea	USDD	**0**	**MS-G-M**	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	$ 1,258.13	**$ 1,132.32**	**$ -**	
	Ea	USDD	**0**	**MS-G-S**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	$ 1,575.00	**$ 1,417.50**	**$ -**	
	Ea	USDD	**2**	**MS-G-E**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	$ 2,351.56	**$ 2,116.40**	**$ 4,232.81**	
	Ea	USDD	**1**	**MS-AP-S**	MS-G Adapter Plate, SINGLE. VESA 100 joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 63.50	**$ 57.15**	**$ 57.15**	
	Ea	USDD	**0**	**MS-AP-D**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	$ 75.00	**$ 67.50**	**$ -**	
	Ea	USDD	**0**	**MS-HK**	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	$ 87.60	**$ 78.84**	**$ -**	
	Ea	TBD	**1**	MS-MNT	MS Mount - Articulating, Long reach	$ 390.00	**$ 351.00**	**$ 351.00**	
	Ea	USDD	**0**	**RR-2**	**G2 ROOM REMOTE 2** Module	$ 2,275.35	**$ 2,047.82**	**$ -**	
	Ea	USDD	**0**	RR2-AP	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	$ 86.50	**$ 77.85**	**$ -**	
	Ea	USDD	**0**	RR2-SMB	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	$ 201.25	**$ 181.13**	**$ -**	
	Ea	USDD	**0**	**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**	**$ -**	
	Ea	USDD	**0**	**G2-POE**	**POE INJECTOR** – Provides local 48vdc power to specific USDD peripheral components	$ 448.50	**$ 403.65**	**$ -**	
	Ea	USDD	**0**	**RUI**	**G2 REMOTE USER INTERFACE Module –** Extends ATX's TouchScreen User Interface into alternative area of same building.	$ 2,167.00	**$ 1,950.30**	**$ -**	
	Ea	USDD	**12**	**SPK-LED-FM**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	$ 374.00	**$ 336.60**	**$ 4,039.20**	
	Ea	USDD	**0**	**SPK-LED-SM**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	$ 374.00	**$ 336.60**	**$ -**	
	Ea	USDD	**1**	**SPK-OAS**	**G2 SPEAKER - OmniAlertStrobe -** Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	$ 1,575.00	**$ 1,417.50**	**$ 1,417.50**	
	Ea	USDD	**0**	SPK-OAS-BFC	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	$ 23.00	**$ 20.70**	**$ -**	
	Ea	USDD	**0**	SPK-OAS-DCB	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	**0**	SPK-OAS-SMB	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	$ 63.50	**$ 57.15**	**$ -**	
	Ea	USDD	**15**	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	$ 132.30	**$ 119.07**	**$ 1,786.05**	

	Ea	USDD	0	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	$ 132.30	$ 119.07	$ -	
	Ea	USDD	0	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	$ 373.75	$ 336.38	$ -	
	Ea	USDD	0	STR-2	**G2 Strobe Light** / Red LED	$ 661.50	$ 595.35	$ -	
	Ea	USDD	0	XFMR	Transformer, 8ohm to 70V, External	$ 74.20	$ 66.78	$ -	
	Ea	USDD	0	VDS	VIDEO DOOR STATION - Outdoor IP Video Intercom ties into G2 FSAS (HDTV Remote) - Includes Power Injector	$ 2,040.00	$ 1,836.00	$ -	

STATION SYSTEM SERVICES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	**Station Installation (Keylite)**	$ 26,522.22	$ 23,870.00	$ 23,870.00	
	Ea	USDD	1	ST-INST	**Permitting, Mobilization, & Fees (Keylite)**	$ 1,060.89	$ 954.80	$ 954.80	
	Ea	USDD	1	ST-SU	**Station Configuration & Start-Up**	$ 3,888.89	$ 3,500.00	$ 3,500.00	
	Ea	USDD	1	ST-PM	**Station Project Management**	$ 5,000.00	$ 4,500.00	$ 4,500.00	
	Ea	USDD	1	ST-ES	**Station Engineering / Design Services**	$ 1,666.67	$ 1,500.00	$ 1,500.00	
	Ea	USDD	0	TRA-IC-O	**Training - Installation Contractor - On-Site** / USDD G2 Certification / 8 Hours	$ 7,043.75	$ 6,339.38	$ -	
	Ea	USDD	0	TRA-IC-AZ	**Training - Installation Contractor - At Arizona Training Facility** / USDD G2 Certification / 8 Hours	$ 3,593.75	$ 3,234.38	$ -	
	Ea	USDD	0	USDD-USR-GRP	**USDD Customer User Group -** Registration Fee Per Individual	$ 3,200.00	$ 2,880.00	$ -	
	Ea	USDD	0	MISC	**Miscellaneous/TBD**	$ -	$ -	$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	.	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT**	$ 4,075.85	$ 3,668.27	no charge	
	YR	USDD	0.0	RS-AYR-STD	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT**	$ 4,075.85	$ 3,668.27	$ -	

STATION 06		
	System:	**$ 71,007.46**
	Shipping:	**$ 937.00**
	Warranty & Support:	**$ -**
	Estimated Tax:	**$ -**
	STATION SUBTOTAL:	**$ 71,944.46**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS
1150 W Grove Pkwy St #110
Tempe, Arizona 85282
877-551-8733 tel *480-290-7892 fax*

QUOTE

DATE: 3/12/25
Expires: 6/10/25

Quote SUBMITTED TO:
Boynton Beach, FL
Boynton Beach Fire Rescue

REF PROPOSAL
FL_BOYN001 v1

Section Totals

SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE $US]

SUBTOTAL		**62,176.00**
Includes:	PRIMARY DISPATCH G2 FSA SYSTEM :	62,176.00
	PRIMARY DISPATCH MOBILE APP SERVICE :	-
	PRIMARY DISPATCH MAPPING SERVICE :	-
	PRIMARY DISPATCH WARRANTY & SUPPORT :	-
	PRIMARY DISPATCH G2 FSA SYSTEMESTIMATED TAX:	-
Notes:	**One (1) Dispatch Center System** currently proposed/included.	
STATION-LEVEL SUBTOTAL		**697,946.83**
Includes:	STATION 01 SYSTEM:	126,931.21
	STATION 01 WARRANTY & SUPPORT:	-
	STATION 01 ESTIMATED TAX:	-
Includes:	STATION 02 SYSTEM:	125,095.66
	STATION 02 WARRANTY & SUPPORT:	-
	STATION 02 ESTIMATED TAX:	-
Includes:	STATION 03 SYSTEM:	41,547.72
	STATION 03 WARRANTY & SUPPORT:	-
	STATION 03 ESTIMATED TAX:	-
Includes:	STATION 04 SYSTEM:	127,056.87
	STATION 04 WARRANTY & SUPPORT:	-
	STATION 04 ESTIMATED TAX:	-
Includes:	STATION 05 SYSTEM:	205,370.90
	STATION 05 WARRANTY & SUPPORT:	-
	STATION 05 ESTIMATED TAX:	-
Includes:	STATION 06 SYSTEM:	71,944.46
	STATION 06 WARRANTY & SUPPORT:	-
	STATION 06 ESTIMATED TAX:	-
Notes:	(6) Station Systems w/ installation by Keylite	

US Digital Designs System Total: $ 760,122.83

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) 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

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 eventualany purchase of the Products listed thereon willwould be facilitated usingsubject to USDD's standard Purchase Order and Invoice process. If Ccustomer 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.

ment is N 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 Claim**s.

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 withof, shipping any Product to USDD for repairthe same. 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 Uninteruptable 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 updatres 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 much 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.

NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 2020

SOLICITATION FOR: PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION** at the address listed below, until **5:00 PM PST** on **MARCH 9TH, 2020.** Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

LOC PUBLIC "PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION RFP" #2020
LEAGUE OF OREGON CITIES
c/o Mike Cully, Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All Proposals must clearly state RFP #2020 and Proposing company's full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

LOC "PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION RFP" #2020
LEAGUE OF OREGON CITIES
c/o Mike Cully
1201 Court St. NE
Suite 200
Salem, OR 97301

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION**

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES ("LOC") serves as the "Lead Contracting Agency" for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as "NPPGov"), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as "Participating Agencies"). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as "Proposer") to enter into a Master Price Agreement for PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as "Solicitation" or "RFP") is to invite Proposers to submit a competitive pricing proposal offering PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may

also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration

Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating

Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be in included in Vendor's Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.

2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publication: JANUARY 6TH, 2020

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 2020, Contract

Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Mike Cully, 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on MARCH 9th, 2020.** The LOC must receive all proposals before **5:00 PM PST** on the above closing date in the office of the LEAGUE OF OREGON CITIES, c/o Mike Cully, Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate opening date: 9:00 AM PST on **MARCH 10th, 2020** at the office of the LEAGUE OF OREGON CITIES, c/o Mike Cully, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: MARCH 10th, 2020 to MARCH 31st, 2020.

Approximate award date: APRIL 14th, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301

All inquiries concerning information herein shall be addressed to:

LEAGUE OF OREGON CITIES
c/o Mike Cully
1201 Court St. NE
Suite 200
Salem, OR 97301

Administrative telephone inquiries shall be addressed to:

Mike Cully
Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above. No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Mike Cully
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC "PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION RFP" #2020
LEAGUE OF OREGON CITIES
c/o Mike Cully, Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 2020." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 2020." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Solicitation, RFP Number 2020.

4.5.7 PRICING SCHEDULE ("ATTACHMENT D").

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").

4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.

4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

4.5.11 Signed Addenda, if any.

4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance
At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC

upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION
The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The "Yes" or "No" questions below are to help evaluators familiarize themselves with **national** vendors. Indicate "Yes" or "No" as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
  Yes ☐ No ☐
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
  Yes ☐ No ☐
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
  Yes ☐ No ☐
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
  Yes ☐ No ☐
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
  Yes ☐ No ☐
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
  Yes ☐ No ☐

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	

2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?
YES ☐ NO ☐
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes ☐ No ☐ [Check one]
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]

4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		**Title:**	
Mailing Address:			
City:		**State & Zip:**	
Email Address:			
Phone #:		**Fax #:**	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]

6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]

6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]

6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.5 Special Orders. [Insert response in box below]

6.6 Post sale services issues. [Insert response in box below]

6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]

6.8 Technical support services Proposer provides. [Insert response in box below]

6.9 Product substitution policy. [Insert response in box below]

6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]

6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.12 Shipment tracking. [Insert response in box below]

6.13 Back order tracking process. [Insert response in box below]

6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time

on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFOMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? **(leave blank for none)**	Number of distribution centers in each state? **(leave blank for none)**	Number of support locations in each state? **(leave blank for none)**
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

	Number of retail stores in each state? **(leave blank for none)**	Number of distribution centers in each state? **(leave blank for none)**	Number of support locations in each state? **(leave blank for none)**
RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION

These specifications are intended to cover the complete range of PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION. Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE: **Proposers are not required to respond to all categories**. Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: **GENERAL SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES:** Including but not limited to interfaces capable of integrating with internal and external systems, modeling capability, metric prediction, analytics, staffing, scheduling, payroll, resource management, asset tracking, etc.

CATEGORY 2: **RECORD MANAGEMENT SYSTEMS:** Including but not limited to tracking of employee training records, billing, field data collection, scheduling, electronic patient care reporting, fire rehab management and tracking, etc.

CATEGORY 3: **TRAINING AND SUPPORT:** Including but not limited to training time and resources necessary for Systems Administrator(s), training plan for users in each aspect of the software, on-line support as it relates to the proposed application, schedule of new releases or expected time intervals, etc.

CATEGORY 4: **CONVERSION/IMPLEMENTATION:** Including but not limited to converting existing data from it's current application, application ability to use accumulated data from systems currently in place, etc.

CATEGORY 5: **APP BASED PLATFORMS:** Including but not limited to scheduling, resource management, staffing, equipment tracking, etc.

CATEGORY 6: **COMPUTER AIDED DISPATCH:** Including but not limited to dispatch, scheduled transports, mobile data computing, mapping, and automatic vehicle locating solutions

CATEGORY 7: **FIRE OPERATIONS AND PREVENTION:** Including but not limited to pre-fire plans, prevention activities, fire ground accountability, fire resource management and operations, fire inspection management, National Fire Incident Reporting System (NFIRS) data entry and management, residence and structural data, high risk hazard collaboration, functional needs data collection.

CATEGORY 8: **REQUIRED SYSTEM HARDWARE:** Including but not limited to necessary hardware and system software to ensure optimum performance, unmanned services, managed services, physical network components which support or manage the public safety data storage, collection or reporting etc.

CATEGORY 9: **INSTALLATION, MAINTENANCE, SERVICE AND TESTING**: Any services and options related to the installation, maintenance, service and testing of products offered in any of the categories.

CATEGORY 10: **BILLING AND REVENUE CYCLE MANAGEMENT TOOLS**

CATEGORY 11: **OTHER:** Other public safety and government relates services software not included in other categories.

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3) A combination of the above.

EXAMPLE

PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
GENERAL SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES	
RECORD MANAGEMENT SYSTEMS	
TRAINING AND SUPPORT	
CONVERSION/IMPLEMENTATION	
APP BASED PLATFORMS	
COMPUTER AIDED DISPATCH	
FIRE OPERATIONS AND PREVENTION	
REQUIRED SYSTEM HARDWARE	
INSTALLATION, MAINTENANCE, SERVICE AND TESTING	
BILLING AND REVENUE CYCLE MANAGEMENT TOOLS	
OTHER	

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1
Proposal Responsiveness

Component	YES	NO
Submitted on time		
Company name and RFP number on outermost packaging		
Completed Proposer Profile Workbook (PPW)		
Included pricing structure		
Included references		
Proposal signed		
Deemed Fully Responsive	YES	NO

Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2
Full Evaluation of Proposal

Point Value Definitions
(5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
(4) Met Requirements - Thorough, Provided Supportive Material/Examples
(3) Satisfied Requirements - Sufficient
(2) Unclear if Requirements Met - Poor or Confusing
(1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25			Comments:
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15			Comments:
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15			Comments
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15			Comments:
Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation.	15			Comments:

Experience with cooperative purchasing. *PPW Sub-Section 1.2.*				
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10			Comments:
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5			Comments:
TOTAL	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167

(5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ DOES NOT agree to sell to WIPHE Institutions.

_____ AGREES to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLICE FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTITAS COUNTY
KITTITAS COUNTY PUD
KITTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY
LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES

PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201
SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE
ADAMS
ADRIAN
ALBANY
AMITY
ANTELOPE
ARLINGTON
ASHLAND
ASTORIA
ATHENA
AUMSVILLE
AURORA
BAKER CITY
BANDON
BANKS
BARLOW
BAY CITY
BEAVERTON
BEND
BOARDMAN
BONANZA
BROOKINGS
BROWNSVILLE
BURNS
BUTTE FALLS
CANBY
CANNON BEACH
CANYON CITY
CANYONVILLE
CARLTON
CASCADE LOCKS
CAVE JUNCTION
CENTRAL POINT
CHILOQUIN
CLATSKANIE
COBURG
COLUMBIA CITY
CONDON
COOSBAY
COQUILLE
CORNELIUS
CORVALLIS
COTTAGE GROVE
COVE
CRESWELL
CULVER
DALLAS
DAMASCAS
DAYTON
DAYVILLE
DEPOE BAY
DETROIT
DONALD
DRAIN
DUFUR
DUNDEE
DUNES CITY
DURHAM
EAGLE POINT
ECHO
ELGIN
ELKTON
ENTERPRISE
ESTACADA
EUGENE
FAIRVIEW
FALLS CITY
FLORENCE
FOREST GROVE
FOSSIL
GARBALDI
GASTON
GATES
GEARHART
GERVAIS
GLADSTONE
GLENDALE
GOLD BEACH
GOLD HILL
GRANITE
GRANTS PASS
GRASS VALLEY
GREENHORN
GRESHAM
HAINES
HALFWAY
HALSEY
HAPPY VALLEY
HARRISBURG
HELIX
HEPPNER
HERMISTON
HILLSBORO
HINES
HOOD RIVER
HUBBARD
HUNTINGTON
IDANHA
IMBLER
INDEPENDENCE
IONE
IRRIGON
ISLAND CITY
JACKSONVILLE
JEFFERSON
JOHN DAY
JOHNSON CITY
JORDAN VALLEY
JOSEPH
JUNCTION CITY
KEIZER
KING CITY
KLAMATH FALLS
LA GRANDE
LAPINE
LAFAYETTE
LAKE OSWEGO
LAKESIDE
LAKEVIEW
LEBANON
LEXINGTON
LINCOLN CITY
LONEROCK
LONG CREEK
LOSTINE
LOWELL
LYONS
MADRAS
MALIN
MANZANITA
MAUPIN
MAYWOOD PARK
MCMINNVILLE
MEDFORD
MERRILL
METOLIUS
MILLCITY
MILLERSBURG
MILTON-
FREEWATER
MILWAUKIE
MITCHELL
MOLALLA
MONMOUTH
MONROE
MONUMENT
MORO
MOSIER
MT ANGEL
MT VERNON
MYRTLE CREEK
MYRTLE POINT
NEHALEM
NEWBERG
NEWPORT
NORTH BEND
NORTH PLAINS
NORTH POWDER
NYSSA
OAKLAND
OAKRIDGE
ONTARIO
OREGON CITY
PAISLEY
PENDLETON
PHILOMATH
PHOENIX
PILOT ROCK
PORT ORFORD
PORTLAND
POWERS
PRAIRIE CITY
PRESCOTT
PRINEVILLE
RAINIER
REDMOND
REEDSPORT
RICHLAND
RIDDLE
RIVERGROVE
ROCKAWAY
BEACH
ROGUE RIVER
ROSEBURG
RUFUS
SALEM
SANDY
SCAPPOUSE
SCIO
SCOTT MILLS
SEASIDE
SENECA
SHADY COVE
SHANIKO
SHERIDAN
SHERWOOD
SILETZ
SILVERTON
SISTERS
SODAVILLE
SPRAY
SPRINGFIELD
ST HELENS
ST PAUL
STANFIELD
STAYTON
SUBLIMITY
SUMMERVILLE
SUMPTER
SUTHERLIN
SWEET HOME
TALENT
TANGENT
THE DALLES
TIGARD
TILLAMOOK
TOLEDO
TROUTDALE
TUALATIN
TURNER
UKIAH
UMATILLA
UNION
UNITY
VALE
VENETA
VERNONIA
WALDPORT
WALLOWA
WARRENTON
WASCO
WATERLOO
WESTLINN
WESTFIR
WESTON
WHEELER
WILLAMINA
WILSONVILLE
WINSTON
WOOD VILLAGE
WOODBURN
YACHATS
YAMHILL
YONCALLA

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui

LEAGUE OF OREGON CITIES
Public Safety Software Solutions, Data Collection, Storage and Utilization
Solicitation Synopsis
Solicitation No. 2020

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Public Safety Software Solutions, Data Collection, Storage and Utilization. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Public Safety Software Solutions, Data Collection, Storage, and Utilization using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (2020) on January 6th, 2020.

The RFP was published in the Daily Journal of Commerce on January 9th, 2020.

The RFP was published in USA Today on January 9th, 2020.

The RFP closed on March 9th, 2020.

The RFP was awarded on April 27th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:

LEAGUE OF OREGON CITIES (LOC)

NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Wireless - Mobility Data & Communications Solutions, Applications, Related Equipment & Accessories #2005

Law Enforcement Equipment #2010

Leasing Services for Public Organizations #2015

Public Safety Software Solutions, Data Collection, Storage & Utilization #2020

Protective Coatings, Sealants, Flooring & Paint for Government #2025

Consulting Services for Public Organizations #2035

Responses due 5:00 pm March 9th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-540-6567, rfp@orcities.org or download at www.orcities.org

Published Jan. 8, 2020. 11834774

LOC received a proposal (s) from the following vendor (s):

1. Building Reports
2. Carbyne 911
3. Central Square
4. Deccan International
5. Emergency Reporting
6. Geocomm
7. Gtechna
8. Informer Systems
9. Openlattice
10. Optimum Technology
11. Priority 5 Holding
12. US Digital Design
13. ZOLL

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Building Reports
2. Carbyne 911
3. Central Square
4. Deccan International
5. Emergency Reporting
6. Geocomm
7. Gtechna
8. Informer Systems
9. Openlattice
10. Optimum Technology
11. Priority 5 Holding
12. US Digital Design
13. ZOLL

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15
Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5
TOTAL	100

Pricing Structure

Building Reports: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Carbyne 911: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Central Square: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Deccan International: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Emergency Reporting: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Geocomm: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Gtechna: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Informer Systems: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Openlattice: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Optimum Technology: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Priority 5 Holding: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

US Digital Design: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Zoll: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Jamie Davis, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 6th day of January, 2020, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR **PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION** to the following addresses:

Action Training Systems 1040 NE Hostmark St Ste 100 Poulsbo, WA 98370-7337	**Deccan International** 5935 Cornerstone Ct. West Ste 230 San Diego, CA 92121	**ESRI** Brian Lantz 8615 Westwood Center Drive Vienna, VA 22182
BEC Technologies, Inc. Liza Hutton 3301 Matrix Drive Suite 200 Richardson, TX 75082	**Digitech Computer** 480 Bedford Road Building 600 2nd Floor Chappaqua, NY 10514	**ESRI** Ivan Konermann 3325 Springbank Lane Ste 200 Charlotte, NC 28226-3343
Bluetracs Dan Abert 4900 Ritter Rd. Suite 1000 Mechanicsburg, PA 17055	**DLT Solutions LLC** Brad Marshall 2411 Dulles Corner Park Suite 800 Herndon, VA 20171	**Fatpot** Becky Ward 655 Medical Drive Ste 100 Bountiful, UT 84010
Building Reports 1325 Satellite Boulevard Suite 1607 Suwanee, GA 30024	**En Pointe Technologies** Dale Phelps 1940 E. Mariposa Ave El Segundo, CA 90245	**FDM Software, Ltd.** 949 West 3rd Street Ste 113 North Vancouver, BC V7P3P7 Canada
Callback Staffing Solutions 1867 Williams Hwy #211 Grants Pass, OR 97527	**ESO Solutions** 9020 N Capital of Texas Hwy Ste 2-300 Austin, TX 78759	**FIREHOUSE Software** 2900 100th St. Suite 309 Urbandale, IA 50322
Coelo Company of Design Douglas Baily PO Box 2292 Corvallis, OR 97339	**ECM2** 1008 Corporate Lane Export, PA 15362	**First In by Westnet** 15542 Chemical Lane Huntington Beach, CA 92649
COMPU-DATA International, LLC Carlos Gutierrez 2203 Timberloch Place Suite 100 The Woodlands, TX 77380	**Emergency Reporting** **Trey Carpenter** 851 Coho Way Ste 307 Bellingham, WA 98225	**Hiperweb** Kelly Ball 3855 Shallowford Rd Ste 325 Marietta, GA 30062
Data911 Computer Systems 2021 Challenger Drive Alameda, CA 94501	**emsCharts** 125 Warrendale Bayne Road Suite 100 Warrendale, PA 15086	**Hyland Software** Lisa McNeeley 28500 Clemens Road Westlake, OH 44145

IamResponding Daniel Seidberg PO Box 93 Dewitt, NY 13214	**Moderas** Chris Thompson 7 Kalmia Drive Glenville, NY 12302	**Schedule Express** Mark Musick 560 South Winchester Blvd Suite 500 San Jose, CA 95128
Imagetrend Inc Toby Ritt 20855 Kensington Blvd. Lakeville, MN 55044	**One Step** 171 Weld Street PO Box 1124 Parksville, BC V9P2H2 Canada	**Softmart** Jen Hadler 450 Acorn Lane Downington, PA 19335
Kronos 50 Corporate Park Irvine, CA 92606-5105	**OnScene Technologies, Inc.** Erik Endress 19 Spear Road Suite 310 Ramsey, NJ 07446	**Spidr Tech** Rahul Sidhu 1407 Broadway 24th Floor New York, NY 10018
Lexipol Dennis Lata 6B Liberty Suite 200 Aliso Viejo, CA 92656	**Opportunity Space** Alexander Kapur 21 Drydock Avenue 6th Floor Boston, MA 02210	**Spillman Technologies Inc** Cathy Thompson 4625 Lake Park Blvd. Salt Lake City, UT 84120
LiveStories EA Weymuller 1904 3rd Ave Suite 100 Seattle, WA 98101	**Penton Media** Michael Keating 6190 Powers Ferry Rd., NW Suite 320 Atlanta, GA 30339	**StreetWise CADlink** 249 Normandy Road Mooresville, NC 28117
McKesson Business Performance Services 5995 Windward Parkway Alpharetta, GA 30005	**Penton Public Infrastructure** Matt Welty 9160 Powers Ferry NW Suite 320 Atlanta, GA 30339	**Sunflower Systems** Robert Kaehler 2420 Camino Ramon Suite 130 San Ramon, CA 94583
MedaPoint Scott Streicher 3005 South Lamar Blvd Suite D109-136 Austin, TX 78704	**Power DMS** Tim Gunther 101 S. Garland Ave Ste 300 Orlando, FL 32801	**Tableau** 837 North 34th Street Suite 200 Seattle, WA 98103
Medic-CE.com, LLC PO Box 540141 Houston, TX 77254	**SalTech Inc** 10411 Motor City Drive Suite 670 Bethesda, MD 20817	**Target Solutions** Phil Coons 10805 Rancho Bernado Road Suite 200 San Diego, CA 92127
MobileEyes PO Box 3395 Peachtree City, GA 30269	**Salamander Technologies** 122 W State St Traverse City, MI 49684	**Tyler Technologies** 840 W. Long Lake Rd Troy, MI 48098
Incident Response Technologies, Inc. Kacy Greene 5445 DTC Parkway, Penthouse 4 Greenwood Village, CO 80111	**Infojini** Paul Joseph 891 Elkridge Landing Rd #190 Linthicum Heights, MD 21090	**CDW** Kevin Cucuel 75 Tri-State international Lincolnshire, Illinois 60069

PCG Health Ken Riddle 999 18th St., Suite 1425, Denver, CO. 80202		**First Due Size Up** Kevin Collier 33 Irving Place New York, NY 10003		**ZOLL** Kurt McLeod 11802 Ridge Parkway Suite 400 Broomfield, CO 80021
Hughes Fire Equipment Rex Hughes 910 Shelley St. Springfield, OR 97477					

Jamie Davis

SUBSCRIBED AND SWORN TO before me this 6 day of January, 2020 by Jamie Davis.

OFFICIAL STAMP
DENISE PATRICIA QUINN-NANKE
NOTARY PUBLIC-OREGON
COMMISSION NO. 961531
MY COMMISSION EXPIRES APRIL 30, 2021

NOTARY PUBLIC in the State of Oregon
Residing at Marion County - OR
My commission expires: April 30, 2021

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
WIRELESS - MOBILITY DATA & COMMUNICATIONS SOLUTIONS, APPLICATIONS, RELATED EQUIPMENT & League of Oregon Cities; Bid Location Seattle, WA, King County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

1/8/2020

LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION
LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").
Wireless - Mobility Data & Communications Solutions, Applications, Related Equipment & Accessories #2005
Law Enforcement Equipment #2010
Leasing Services for Public Organizations #2015
Public Safety Software Solutions, Data Collection, Storage & Utilization #2020
Protective Coatings, Sealants, Flooring & Paint for Government #2025
Consulting Services for Public Organizations #2035
Responses due 5:00 pm March 9th, 2020
For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-540-6567, rfp@orcities.org or download at www.orcities.org
Published Jan. 8, 2020. 11834774

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **8th** DAY OF **January, 2020**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

Nate Boike
National Purchasing Partners
1100 Olive Way Ste 1020
Seattle, WA 98101-1899

Order No.: 11834774
Client Reference No:

MCA russell johns

National Women Business Owners Corporation | NWBOC WOSB Certified

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on January 9, 2020.

Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January, I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

NOTICES

PUBLIC NOTICE

NOTICE TO OFFERORS

Custodial, Grounds, and Maintenance Services RFP #20-01PV

Paradise Valley Unified School District as the Lead Agency of 1GPA will receive sealed responses at:

15002 North 32nd Street, Phoenix, Arizona 85032 and digital through Bonfire **https://pvschools.bonfirehub.com/portal** Until Thursday, February 13, 2020 @ 1:00 PM (AZ Time Zone)

Pre-Proposal Conference will be held January 23, 2020 at 10:00 AM (AZ Time Zone) at the Paradise Valley Unified School District DAC Conference Room West (same address as above)

Sealed responses will be publicly opened in the Purchasing Conference Room immediately following the deadline for receiving responses at the location above.

Solicitations may be downloaded online at **www.publicpurchase.com** or via AZ Purchasing at **www.azpurchasing.org**

For additional information please contact Christy Knorr at 866-306-3893 or cknorr@1gpa.org

---

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200101 Assistive Technology Goods and Services
200102 Comprehensive Facilities Management and Services
200103 Catering-Food and Non-Alcoholic Drink (2)
200104 Technology Solutions Products and Services
200105 Janitorial and Sanitation Supplies and Services

Proposals are due and will be opened on February 21, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

BUSINESS

BUSINESS OPPORTUNITIES

BETTER PAYING RIDESHARE COMPANY

Keep 100% of Fares, Tips, Cancellation Fees, Wait Time. No Surge, Panic Button for Driver & Rider. Veterans Preference. Both Drivers & Riders earn by Sharing App.

www.ridetoday4less.com

BUSINESS

BUSINESS OPPORTUNITIES

Minneapolis Based Company Expanding Across Nation

We need sales reps with an excellent opportunity to move up into sales management. Excellent commissions! We train. Roofing/Construction experience a plus.
Send resume to Director at:

tcs1982@sle.email

NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Wireless – Mobility Data & Communications Solutions, Applications, Related Equipment & Accessories #2005
Law Enforcement Equipment #2010
Leasing #2015
Public Safety Software Solutions, Data Collection, Storage & Utilization #2020
Protective Coatings, Sealants, Flooring & Paint for Government #2025
Consulting Services for Public Organizations #2035

Responses Due 5:00 pm March 9th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-540-6567, rfp@orcities.org or download at www.orcities.org

BUSINESS

INVESTMENTS

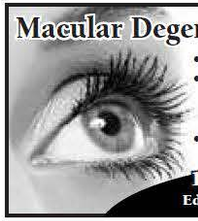
30%APR PD
P&I PD Monthly
$400,000 INVESTMENT
RETURN $717,575
Insured. Short Term
PROVEN EXCELLENT
TRACK RECORD
985-246-0786 Lue

To advertise in USA TODAY Marketplace, call: 1-800-397-0070

MARKETPLACE

HEALTH / FITNESS

Macular Degeneration, Cataract, Glaucoma



- How to heal without injections!
- Just released FREE guide that reveals why Macular Degeneration continues to increase at an alarming rate.
- Discover how **STEM CELLS** can help your vision.

1-800-430-9328 www.USAEyeReport.com
Edward Kondrot, MD Board Certified Ophthalmologist

HEALTH / FITNESS

Attention Diabetics!
NO More Finger Pricking
Get Your New GCM Devices
Covered by Medicare
(must test/inject 4+ x a day)
855-629-5927

BREAK YOUR DRUG AND ALCOHOL PROBLEM TODAY

Before it's too late. Insurance may cover the cost. With the FMLA you can take off work!

Call 24/7 to talk.
800-430-4149

TALCUM POWDER WARNING

Users of Johnson and Johnson's Baby Powder and Shower to Shower may be at a higher risk of developing ovarian cancer.

If you or a loved one used talcum powder and were diagnosed with ovarian cancer, you may be entitled to financial compensation.

Call to see if you qualify NOW:
800-208-3526
(24hrs)

TRAVEL

AIRLINE TICKETS

Airline Tickets Deep Discounts

Domestic – International – First Class
Save up to 75% off Retail Prices
Call 24/7 and Save
800-448-0828

REAL ESTATE

TIMESHARE

Get Out of Your Timeshare Contract Permanently
800-955-0426
Stop the Payments and Maintenance Fees Guaranteed / No More Timeshare Payments

Small Businesses are
BIG BUSINESSES
in USA TODAY's Marketplace!
To Advertise, call: 1-800-397-0070

LUXURY LIVING

ESTATE FOR SALE IN VACATIONLAND
www.BirdHillEstate.com

Temperature controlled indoor pool, 8 bedrooms, 9.5 baths, a sauna, chef's kitchen, and MORE!



This outstanding luxury winter home sits on 14 secluded acres of gorgeous Maine wilderness, nestled in between two ski mountains in the quaint town of Bethel, and boasts unobstructed views of New Hampshire's Presidential Range.

MOTIVATED SELLER
Call: 866-655-2900

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

Sixth Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Amend Attachment A in its Entirety

This Amendment to the Master Price Agreement is entered into this 29th day of January 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HONEYWELL INTERNATIONAL, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 10, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 9, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about February 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about November 9, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about May 14, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to amend the price list on Attachment A in its entirety to reflect current pricing; and

WHEREAS, Vendor has provided notice, on or about January 24, 2025, to amend the price list on Attachment A in its entirety; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new price list on Attachment A.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Updated Price List**. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following price list:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

DISPATCH SYSTEM COMPONENTS, LICENSES, SERVICES & LABOR

Any Related Shipping/Tax Not Assumed Nor Included. ANY NEW PRODUCTS DEVELOPED DURING THE TEF OF THE CONTRACT WILL BE OFFERED TO MEMBERS OF NPPGOV AT 10% OF USDD LIST PRICE

Effective January 1, 2025

DISPATCH SYSTEM INTERFACES		List Price	Discount	Member Price
Radio Console/System Interface (Requires owner-furnished, dedicated console)	**RSI-P**	$ 13,650.00	10%	$ 12,285.00
Radio System Interface (Full Console Interface) – To L3Harris SYMPHONY (Requires Applications Server (DA2) and owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-SYMB**	$ 13,650.00	10%	$ 12,285.00
Radio System Interface (Full Console Interface) – To **Motorola MCC7500** (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-MCC7**	$ 13,650.00	10%	$ 12,285.00
CAD Interface – **TBD** (USDD-side Only – Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-U**	$ 14,677.50	10%	$ 13,209.75
CAD Interface - **TBD** (**CAD provider-Side** Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-P**	TBD	10%	TBD
BACKUP CAD Interface - TBD (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-B**	$ 7,338.75	10%	$ 6,604.88

DISPATCH SYSTEM COMPONENTS		List Price	Discount	Member Price
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	**G2-GW**	$ 12,510.00	10%	$13,510.80
G2 Gateway Audio Radio Interface (**GaRi**) - Kitted with Rack-Mount Adapter Plate	**GARI-2**	$ 3,662.75	10%	$ 3,296.48
G2 TV REMOTE Module, For Dispatch-Level Information (TV & Electrical Outlet by Others)	**TV-R**	$ 1,121.50	10%	$ 1,009.35
G2 Light Tower Interface	**LTI**	$ 675.00	10%	$ 607.50
Consolette Motorola Interface Cable	**GARI2-008R**	$ 300.00	10%	$ 270.00
Motorola APX XTL, Cable Active Low	**GARI-2009R**	$ 300.00	10%	$ 270.00

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

Dual Motorola APX Consolette I/O Adapter	**GARI-2-010R**	$ 300.00	10%	$ 270.00
Motorola Busy High Converter	**USDD-A0012**	$ 300.00	10%	$ 270.00

DISPATCH SYSTEM SERVICES		**List Price**	**Discount**	**Member Price**
G2 Communications Gateway - VMWare Virtual (software controller with Install Assistance)	**G2-VM**	$ 10,008.00	10%	$ 9,007.20
Gateway Configuration & Modifidations	**GW-CM**	$ 373.75	10%	$ 336.38
Gateway Installation / On-Site BY USDD (with Member coordinated assitance by authorized customer CAD, Radio IT personnel)	**GW-I-O**	$ 2,200.00	10%	$ 1,980.00
Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE BY USDD PERSONNEL	**GW-I-C**	$ 431.25	10%	$ 388.13
Gateway Start-Up / On-Site BY USDD (with Member coordinated assistance by authorized customer CAD, Radio & IT personnel)	**GW-SU-O**	$ 6,813.75	10%	$ 6,132.38
Gateway Start-Up / BY USDD (Remotely completed with Member coodinaed assistance by authorized customer CAD, Radio & IT Personnel	**GW-SU-R**	removed	removed	removed
Gateway Project Management	**GW-PM**	$ 3,695.50	10%	$ 3,316.95
Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	**TRA-DIS-O**	$ 5,008.75	10%	$ 4,507.88
Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	**TRA-DIS-R**	$ 1,523.75	10%	$ 1,371.38
Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	**TRA-STA-O**	$ 5,008.75	10%	$ 4,507.88
Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	**TRA-STA-R**	$ 1,523.75	10%	$ 1,371.38
Training-Station-Level Configuration and Equipment Usage - Remote Refres (2 Hours)	**TRA-UT-R**	$ 650.00	10%	$ 585.00
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-O**	$ 7,043.75	10%	$ 6,339.38
Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$ 3,593.75	10%	$ 3,234.38

APP DEVICE LICENSES		**List Price**	**Discount**	**Member Price**
G2 MOBILE FSAS APP - Single Device License / Per Year Cost - x24 per ATX Station Controller included at no cost while under Warranty and elected support - per license cost if additional are needed.	**G2-APP-DLA**	$ 15.00	10%	$ 13.50

USDD-Hosted Mapping - Included	**List Price**	**Discount**	**Member Price**

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) Using National Street Data we provide, As-Is (no customizations). **Cost included while under warranty and elected support - cost shown if customer does not elect continuing support**	**MAP-CLD**	$ 1,540.00	10%	$ 1,386.00

MAPPING SYSTEM SERVICES - Customer Hosted		**List Price**	**Discount**	**Member Price**
G2 FSA Mapping Server (Hardware for mapping interface) 1@2RU **ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.**	**MAP-CUS**	Removed	Removed	Removed
System Configuration and Modification for Mapping	**MAP-CM**	$ 325.00	10%	$ 292.50
Customer-Hosted Mapping Server Configuration and Start-up	**MAP-CSU-O**	$ 5,925.00	10%	$ 5,332.50
Mapping Gateway Project Management	**MAP-PM**	$ 415.00	10%	$ 373.50
Training - Mapping Service - On-Site (4 Hours)	**MAP-TRN-O**	$ 4,425.00	10%	$ 3,982.50
Training - Mapping Services - At Arizona Training Center	**MAP-TRN-AZ**	$ 1,550.00	10%	$ 1,395.00
Training - Mapping Services - Remote Refresh (4 Hours)	**MAP-TRN-R**	$ 1,325.00	10%	$ 1,192.50
Misc Option 1	**MISC CHARGE**	$-	10%	$ -

STATION SYSTEM COMPONENTS, LICENSES, SERVICES AND LABOR

Any Related Shipping/Tax Not Assumd Nor Included. ANY NEW PRODUCTS DEVELPED DURING THE TERM OF THE CONTRACT WILL BE OFFERED TO THE CITY AT 10% OFF OF USDD LIST PRICE

RETROFIT COMPONENTS (Integration into Legacy Systems and Legacy Conversion)		**List Price**	**Discount**	**Member Price**
Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	**MIXR-IP**	$ 2,099.00	10%	$ 1,889.10
Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	**G2-PWR**	$ 2,472.50	10%	$ 2,225.25
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	**G2-LAN**	$ 632.50	10%	$ 569.25
UPS - Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	**UPS-RM**	$ 1,322.50	10%	$ 1,190.25
CONTROL MODULE for 70V AUDIO Systems. Includes (**1**) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for **(4) audio circuits.**	**IOR-4-70V**	$ 1,850.00	10%	$ 1,665.00
CONTROL MODULE for 70V AUDIO Systems. Includes (**2**) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for **(8) audio circuits.**	**IOR-8-70V**	$ 3,650.00	10%	$ 3,285.00

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

SPECIAL SYSTEM COMPONENTS & PRODUCTS (for replacement of damaged original parts/Critical Updates Only) **90-Day Warranty**		**List Price**	**Discount**	**Member Price**
ATX Mother Board – Replacement for Damaged or EOL Original	**USDD-0103E**	$ 8,250.00	10%	$ 7,425.00
G2 Station Controller Software Upgrade – to ATX Station Controller	**G2-SCSU**	$ 10,800.00	10%	$ 9,720.00
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	**ATX-LAN**	$ 365.00	10%	$ 328.50
ATX Touch Panel Computer - replacement for Damaged of EOL Original (ships with new door assembly)	**ATX-TPC**	$ 7,906.50	10%	$ 7,115.85
PoE Injector - Provides local 48vdc power to specific USDD G2 FSA System peripheral components	**G2-POE**	$ 448.50	10%	$ 403.65

Station System Licenses		**List Price**	**Discount**	**Member Price**
G2 VOICEALERT - Single Station License	**G2-VA**	$ 1,433.25	10%	$ 1,289.93

STATION SYSTEM CONTROLLER		**List Price**	**Discount**	**Member Price**
G2 ATX STATION CONTROLLER – Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$23,272.50	10%	$ 20,945.25
G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX-Lite**	$15,274.88	10%	$ 13,747.39
G2 ATX-Upgrade STATION CONTROLLER - Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	**ATX-Upgrade**	$9,990.00	10%	$ 8,991.00
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**ATX-EXP**	$7,838.00	10%	$ 7,054.20
Timer (GPS) - Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	TMR-GPS	$ 52.53	10%	$ 47.28
Rack Mount Ears for ATX or EXP	ATX-E	$ 76.22	10%	$ 68.60
Base Plate for ATX or EXP	ATX-P	$ 76.22	10%	$ 68.60
ATX UPS, Standard	UPS-STD	$ 1,017.64	10%	$ 915.88
Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 77.25	10%	$ 69.53
STATION SYSTEM PERIPHERAL COMPONENTS		**List Price**	**Discount**	**Member Price**
Audio Amplifier, External, Standard	AMP-70V	$ 1,226.34	10%	$ 1,103.71
Shelf, Under Table or Wall Mount, for 1U ½ Rack	AMP-S	$ 91.20	10%	$ 82.08
G2 COLOR INDICATOR REMOTE Module – Up to 8 unique colors	**CIR**	$ 1,043.90	10%	$ 939.51
G2 COLOR INDICATOR REMOTE BACK BOX	**CIR-SMB**	$ 165.10	10%	$ 148.59
G2 TV REMOTE Module – For Station-Level Information (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR-R**	$ 1,121.50	10%	$ 1,009.35

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FPM-S	$ 1,265.00	10%	$ 1,138.50
Flat Panel/TV Mount – Universal 23"-46" Tilt	FPM-U	$ 138.00	10%	$ 124.20
G2 I/O REMOTE Module w/ 8 In & 8 Out	**IOR**	$ 1,581.50	10%	$ 1,423.35
Push Button, Standard (Black)	PB-B	$ 126.50	10%	$ 113.85
Push Button, Emergency (Red)	PB-R	$ 126.50	10%	$ 113.85
G2 MESSAGE REMOTE 2 Module	**MR-2**	$ 1,753.75	10%	$ 1,578.38
NEW PRODUCT COMING SOON G2 LCD MESSAGE SIGN / 28" Active Screen width / Configurable display	**USDD-LCD-SIGN**	$ 3,000.00	10%	$ 2,700.00
G2 MESSAGE SIGN (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 1,258.13	10%	$ 1,132.32
G2 MESSAGE SIGN (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,575.00	10%	$ 1,417.50
G2 MESSAGE SIGN (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 2,351.56	10%	$ 2,116.40
MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$ 63.50	10%	$ 57.15
MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	10%	$ 67.50
MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$ 87.60	10%	$ 78.84
MS Mount – Articulating, Long reach	**MS-MNT**	$ 390.00	10%	$ 351.00
G2 ROOM REMOTE 2 Module / 2017 version 2	**RR-2**	$ 2,275.35	10%	$ 2,047.82
RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 86.50	10%	$ 77.85
RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) ¾" conduit knock-outs.	RR2-SMB	$ 201.25	10%	$ 181.13
G2 LOCAL ALERTING REMOTE Module – Gives ability to trigger the local G2 FSA System when a connection to a dispatch-level system is not available**.** Requires ATX PoE or PoE Injector.	**LAR**	$ 2,329.00	10%	$ 2,096.10
POE INJECTOR – Provides local 48vdc power to specific USDD peripheral components	**G2-POE**	$ 448.50	10%	$ 403.65
G2 REMOTE USER INTERFACE Module – Extends ATX's TouchScreen User Interface into alternative area of same building**.**	**RUI**	$ 2,167.00	10%	$ 1,950.30
G2 SPEAKER – LED Illuminated – FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	10%	$ 336.60
G2 SPEAKER – LED Illuminated – SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 374.00	10%	$ 336.60

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

G2 SPEAKER – OmniAlertStrobe - OmniMemberional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays – includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$ 1,575.00	10%	$ 1,417.50
SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting Memberly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 23.00	10%	$ 20.70
SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting Memberly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 63.50	10%	$ 57.15
SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT – for mounting Memberly to hard ceiling	SPK-OAS-SMB	$ 63.50	10%	$ 57.15
SPEAKER – STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 132.30	10%	$ 119.07
SPEAKER – STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 132.30	10%	$ 119.07
SPEAKER – APP BAY/OUTDOOR – Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	10%	$ 336.38
G2 Strobe Light / Red LED	**STR-2**	$ 661.50	10%	$ 595.35
Transformer, 8ohm to 70V, External	XFMR	$ 74.20	10%	$ 66.78
VIDEO DOOR STATION – Doorbell & Camera that ties into G2 FSAS (HDTV Remote) – Includes Power Injector	VDS	$ 2,040.00	10%	$ 1,836.00

Station System Services				
Station Installation (Cost determined by Quote from G2 Certified Installer based on final approved station design - USDD includes a 30% markup to installers quote)	**ST-INST**	TBD	10%	TBD
Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	TBD	10%	TBD
Station Configuration & Start-Up	**ST-SU**	TBD	10%	TBD
Station Project Management	**ST-PM**	TBD	10%	TBD
Station Engineering / Design Services	**ST-ES**	TBD	10%	TBD
Station Documentation	**ST-DM**	TBD	10%	TBD

Station Services Costs are determined depending upon the complexity of the System ordered

Flex Alert				
Flex Alert Device - Requires USDD-FLEX-APP annual recurring subscription	**USDD-FLEX**	$ 277.78	10%	$ 250.00
Flex Alert Annual Recurring Subscription - Requires USDD-FLEX ALERT device to receive alerts	**USDD-FLEX-APP**	$ 66.67	10%	$ 60.00

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

Signed by:
Patricia M. Mulvihill
0BD4F25C35F54D0...
Date January 30, 2025 | 11:17 AM PST

BY: Patricia M. Mulvihill
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

Signed by:
Andrew Blate
7427D6503384409...
Date January 30, 2025 | 11:17 AM PST

BY: Andrew Blate
ITS: VP/GM Americas

Certificate Of Completion

Envelope Id: E83C3908-515D-4E5C-AECB-C788D10B4714
Status: Completed
Subject: Complete with Docusign: Amendment 6 MPA 2020 HONEYWELL FINAL.pdf
Source Envelope:
Document Pages: 8
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 174.165.10.44

Record Tracking

Status: Original
1/29/2025 1:03:01 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Andrew Blate andrew.blate@honeywell.com VP/GM Americas Security Level: Email, Account Authentication (None)	Signed by: Andrew Blate 7427D6503384409... Signature Adoption: Pre-selected Style Using IP Address: 104.129.206.202	Sent: 1/29/2025 4:11:40 PM Viewed: 1/30/2025 11:16:58 AM Signed: 1/30/2025 11:17:08 AM
Electronic Record and Signature Disclosure: Accepted: 1/30/2025 11:16:58 AM ID: 45d8bdd5-33cb-4e76-841a-77e0f83c634f		
Patricia M. Mulvihill pmulvihill@orcities.org Executive Director Security Level: Email, Account Authentication (None)	Signed by: Patricia M. Mulvihill 0BD4F25C35F54D0... Signature Adoption: Pre-selected Style Using IP Address: 68.38.235.176	Sent: 1/30/2025 11:17:10 AM Viewed: 1/30/2025 11:17:40 AM Signed: 1/30/2025 11:17:52 AM
Electronic Record and Signature Disclosure: Accepted: 1/30/2025 11:17:40 AM ID: 9c640fed-8666-4b22-8c9c-c49c5a5f346f		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Maribeth Kascht maribeth.kascht@honeywell.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/29/2025 1:05:14 PM Resent: 1/29/2025 4:11:39 PM Viewed: 1/29/2025 4:12:53 PM
Electronic Record and Signature Disclosure: Accepted: 1/29/2025 3:09:16 PM ID: a78f4466-832c-4c4a-9764-888eb3f3e53a		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2025 1:05:14 PM
Envelope Updated	Security Checked	1/29/2025 4:11:39 PM
Envelope Updated	Security Checked	1/29/2025 4:11:39 PM
Envelope Updated	Security Checked	1/29/2025 4:11:39 PM
Envelope Updated	Security Checked	1/29/2025 4:11:39 PM
Certified Delivered	Security Checked	1/30/2025 11:17:40 AM
Signing Complete	Security Checked	1/30/2025 11:17:52 AM
Completed	Security Checked	1/30/2025 11:17:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Proposed Resolution No. R25-094- Approve naming the entry road to Boynton Beach High School as "Lamar Jackson Way" in honor of Boynton Beach High School Alumnus Lamar Jackson for his outstanding athletic achievements and contributions to the community.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-094.

Explanation of Request:

Lamar Jackson, a Boynton Beach High School graduate, has distinguished himself as one of the most successful athletes to emerge from our community. Since graduating, Jackson has achieved remarkable success, including winning the Heisman Trophy while at the University of Louisville and being named the National Football League's Most Valuable Player twice during his professional career with the Baltimore Ravens.

This proposal seeks to honor Mr. Jackson's achievements by naming the entry road to Boynton Beach High School as "Lamar Jackson Way." The naming would recognize his significant accomplishments while also inspiring current and future students of Boynton Beach High School.

In accordance with Section 2-22 of the City Code regarding the Policy for Naming City Facilities, this request meets multiple criteria for consideration:

- It honors a person of cultural significance to the community
- It recognizes an individual particularly identified with the facility (as an alumni)
- It reinforces community values and character of the area

The City Manager authorized the formation of the advisory committee as required by Section 2-22(e) of the City Code. The committee has reviewed the proposal and finds it meets all criteria outlined in the Policy for Naming City Facilities. Public input has been received through the advisory committee process, and the committee recommends approval of this naming resolution.

How will this affect city programs or services? The proposed naming will enhance community pride and provide a positive example for Boynton Beach youth. It aligns with the City's roadway and streets naming policy in the City's Code of Ordinances.

Budgeted Item: Yes

Account Line Item and Description: Funds are available in the Public Works Beautification and Streets Division budget.

Fiscal Impact:

Minimal fiscal impact is anticipated. Costs will be limited to:

1. Production and installation of new street signage.
2. Administrative updates to city records and maps.
3. Possible ceremonial costs for a dedication event.

Attachments:
R25-094 Agenda_Item_2876-2025_Resolution_for_Lamar_Jackson_Way (1).docx
10A. LJ Street Renaming.pptx
Street Name Change Memo 3-31.doc

RESOLUTION NO. R25-094

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING NAMING THE ENTRY ROAD TO BOYNTON BEACH HIGH SCHOOL AS "LAMAR JACKSON WAY" IN HONOR OF BOYNTON BEACH HIGH SCHOOL ALUMNUS LAMAR JACKSON FOR HIS OUTSTANDING ATHLETIC ACHIEVEMENTS AND CONTRIBUTIONS TO THE COMMUNITY; AND FOR ALL OTHER PURPOSES.

WHEREAS, Lamar Jackson, a Boynton Beach High School graduate, has distinguished himself as one of the most successful athletes to emerge from our community. Since graduating, Jackson has achieved remarkable success, including winning the Heisman Trophy while at the University of Louisville and being named the National Football League's Most Valuable Player twice during his professional career with the Baltimore Ravens; and

WHEREAS, this proposal seeks to honor Mr. Jackson's achievements by naming the entry road to Boynton Beach High School as "Lamar Jackson Way." The naming would recognize his significant accomplishments while also inspiring current and future students of Boynton Beach High School; and

WHEREAS, in accordance with Section 2-22 of the City Code regarding the Policy for Naming City Facilities, this request meets multiple criteria for consideration:

- It honors a person of cultural significance to the community
- It recognizes an individual particularly identified with the facility (as an alumnus)
- It reinforces community values and character of the area; and

WHEREAS, the City Manager authorized the formation of the advisory committee as required by Section 2-22(e) of the City Code. The committee has reviewed the proposal and finds it meets all criteria outlined in the Policy for Naming City Facilities. Public input has been received through the advisory committee process, and the committee recommends approval of this naming resolution; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve naming the entry road to Boynton Beach High School as "Lamar Jackson Way" in honor of Boynton Beach High School alumnus

Lamar Jackson for his outstanding athletic achievements and contributions to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve naming the entry road to Boynton Beach High School as "Lamar Jackson Way" in honor of Boynton Beach High School alumni Lamar Jackson for his outstanding athletic achievements and contributions to the community.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney



‘Lamar Jackson’ Street Renaming Proposal Signage

Recreation & Parks Department

Signage Examples



Road Sign



Speed Limit Sign

The City of Boynton Beach

Recreation & Parks Department
100 E. Ocean Ave.
P.O. Box 310
Boynton Beach, Florida 33425-0310
www.boynton-beach.org

TO: Daniel Dugger, City Manager

FROM: Advisory Committee for Facility Naming

DATE: March 31, 2025

RE: Recommendation to Name Entry Road to Boynton Beach High School as "Lamar Jackson Way

The Advisory Committee for Facility Naming, as established under Section 2-22 of the City Code, has completed its review of the proposal to name the entry road to Boynton Beach High School as "Lamar Jackson Way" in honor of distinguished alumni Lamar Jackson.

COMMITTEE RECOMMENDATION

After thorough review and consideration of public input, the Advisory Committee unanimously recommends approval of naming the entry road to Boynton Beach High School as "Lamar Jackson Way."

FINDINGS

The Committee's recommendation is based on the following findings:

1. **Criteria Satisfaction**: The proposal meets multiple criteria established in Section 2-22(d) of the City Code:
    - It honors a person of cultural significance to the Boynton Beach community
    - It recognizes an individual particularly identified with the facility as a notable alumni
    - It reinforces positive community values by celebrating excellence and achievement
2. **Distinguished Achievements**: Lamar Jackson's accomplishments include:
    - Heisman Trophy winner (2016)
    - Two-time NFL Most Valuable Player (2019, 2023)
    - Multiple NFL Pro Bowl selections
    - Numerous NFL records for quarterback performance

3. **Community Connection**: Mr. Jackson maintains ties to the Boynton Beach community through charitable work and youth football camps, making him an appropriate honoree who continues to positively impact local youth.
4. **Public Support**: During our public input session held on March 8, 2025, the Committee received overwhelming support for this naming proposal:
    - Community members spoke in favor of the proposal
    - Recreation and Parks Advisory Board Members spoke on their support of the change at the 3/24/25 meeting
    - Representatives from Boynton Beach High School, including the principal and athletic director, endorsed the proposal
5. **Compliance with City Standards**: The proposed naming complies with the city's roadway and streets standards under Section 3 of the City Code, as verified by the Department of Public Works.

IMPLEMENTATION CONSIDERATIONS

The Committee recommends the following implementation steps:

1. **Signage Design**: Collaborate with the Public Works Department to design appropriate "Lamar Jackson Way" signage that is consistent with city standards while highlighting the significance of the naming.
2. **Dedication Ceremony**: Plan a formal dedication ceremony with Mr. Jackson's participation, if possible, to maximize community engagement and educational impact.
3. **Educational Component**: Work with Boynton Beach High School to develop a permanent educational display highlighting Mr. Jackson's achievements as inspiration for current and future students.
4. **Address Coordination**: Ensure proper coordination with emergency services and the U.S. Postal Service regarding the road name change.

The Committee believes this naming will serve as a source of community pride and inspiration for generations of Boynton Beach residents, particularly students at Boynton Beach High School.

Respectfully submitted,

Fabien Desrouleaux
Chair, Advisory Committee for Facility Naming

Committee Members:

Dr. Moody Fuller
Alexander Muzii
Bill Tome
Joe Evans
Chris Malave
Justin Johnson

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Discussion on Animal Control position in Police Department.

Requested Action: Requested by Commissioner Kelley.

Attachments:
10B. BBPD_Animal Control Presentation.pptx

Animal Control Presentation

Joe DeGiulio

Chief of Police

Historical Information

- The City of Boynton Beach used to maintain their own animal shelter and had two (2) employees, closed in the late 90's.
- The Police Department reclassified the position to an Animal Cruelty Investigator (ACI) in the Police Support Services Division on October 1, 1999.
- The ACI retired on April 30, 2024, after 30 years of employment.
- May 1, 2024, the ACI was brought back as a temporary employee with the Police Department.
- ACI position was not included in 24/25 budget, reclassified to a position responsible for recruiting/hiring/staffing and vacant position is now being reclassified to a Real Time Crime Center Analyst

BBPD's Plan to Cover Animal Cruelty's Responsibilities

- Dedicate a full-time Public Safety Aide (PSA) to handle the manner and keeping issues, minor neglect violations, nuisance calls. PSA will be a certified animal care and control officer through FSS and authorized to issue civil citations.
- Continue road patrols response to Calls for Service (CFS) for animal related calls. Historical data shows road patrol has handled 75% of animal related CFS
- Continue providing training to Road Patrol, Public Safety Aides, Code Officers and training for Park Rangers in the future. (Cross-training)
- Utilize county resources already in place for the 38 municipalities to assist with dog-bites, dangerous dogs, and other nuisance issues.
- Dedicate Detectives to handle any cruelty case involving an investigation.
- Identify officers on each platoon as the dedicated Animal Cruelty/Care and Control points of contact as an ancillary duty. (Force Multiplier)
- Continue to use outside vendor, Extreme Pest Control, for dead animal calls.
- Retired Animal Cruelty Investigator on contract for training and consulting.

BBPD's Plan to Cover Animal Cruelty's Responsibilities

- The responsibilities of the Animal Cruelty Investigator have been dispersed throughout the PD and City to:
  - Police Department
    - Road Patrol-Responding to calls when the PSA is not available
    - Public Safety Aide-will have one PSA that will solely handle animal related tasks and be ACC certified
    - Special Victim's Unit (for Criminal Investigations)
  - Community Standards-will be used as a resource for above officers
  - Palm Beach County Animal Care and Control-will be used as a resource for above officers
- The Boynton Beach Police Department was the only municipal police department in Palm Beach County that had its own Animal Cruelty Investigator (Civilian Officer).
- Other municipal police departments were surveyed and stated they utilize the county resources and have officers/detectives handle the criminal offenses.

Community Standards

14 calls received since October 1, 2024

10 calls received a response from Community Standards.

4 were unfounded or forwarded to Animal Care & Control.

Case Number	Reason for Call
24-2841	Complaint - Dog without a leash.
24-2561	Complaint – Pet without a leash.
25-188	Manner of keeping & county registration.
25-163	Requested information on leash law.
25-15	Dog kept in crate – animal w/o adequate shelter.
24-3204	Manner of keeping.
24-3216	Complaint – Loose dog.
24-3356	Leash Law.
24-3003	Manner of keeping.
24-2729	Manner of keeping.
No case opened	Possible cat hoarder.
No case opened	Dog killed dog.
No case opened	Complaint – Barking dog.
No case opened	Leash law.

Police Department

190 Calls for Service (CFS) w/Response since October 1, 2024 – March 23, 2025.

Total Calls – Officer Response: 190

Animal Call – 171

Animal Bite – 19

Total Reports Created – 45

Animal Call – 28

Animal Bite – 17

Charges Filed: 1

Conservation – Animals – Torment Deprive Mutilate Kill | 828.12(1)

BBPD Calls for Service
January 8 2024 – March 23, 2025

Total Calls for Service: 872
Animal Call – 822
Animal Bite – 50

Total Reports Created: 190
Animal Call – 147
Animal Bite – 43

Total Calls – Officer Response: 872
Animal Call – 822
Animal Bite – 50

BBPD Animal Cruelty Charges
January 8 2024 – March 23, 2025

Charges Filed	Amount
Conservation – Animals – Abandon/Confine WO Food Water Exercise | 828.13	1
Conservation – Animals – Abandonment of Animal | 828.13(3)	3
Conservation – Animals – Torment Deprive Mutilate Kill | 828.12(1)	3
Conservation – Animals – Torture Inflict Pain Serious Physical Inj Death | 828.12(2)	1
Grand Total	**8**

**Since 2020, the BBPD averages 7 filed criminal cases and responds to on average 600 CFS per year*

BBPD ANIMAL SERVICES

BBPD has always, and will continue to, provide animal control services to the Boynton Beach community. Do you have an animal-related concern? Learn about your options below. ⬇

ANIMAL BITE/AGGRESSION



HIGH PRIORITY: CALL 911

This type of incident would require an immediate response.
If you encounter a loose, aggressive animal, one that is threatening, or in imminent danger, or if you or someone you know has been bitten by an animal, call 911 and a BBPD Officer will respond.

INJURED/LOOSE ANIMAL

MODERATE PRIORITY: CALL 561-732-8116

This type of incident would be considered a non-emergency response.
To report a non-aggressive, loose, injured, or found animal, call the Non-Emergency line at 561-732-8116, and a BBPD Officer will respond once available.

COMPLAINTS/CONCERNS



NON-EMERGENCY: EMAIL AnimalServices@bbfl.us

To submit an animal complaint, nuisance, or any concern that is delayed, residents should send a detailed email to BBPD Animal Services.
Unless actively occurring, unleashed animal complaints should be submitted via email. Emails will be reviewed and action will be taken if necessary.

DEAD ANIMALS



Per City of Boynton Beach Ordinance 97-47 Sec. 4-11, it is the responsibility of the owner of the dead animal or the owner of the premises upon which the animal is located to remove the animal. If the animal has no identifiable owner, or if it is found in the right of way or roadway, call the Non-Emergency line at 561-732-8116 and BBPD Dispatch will contact a service provider to remove the animal.


BBPD
ANIMAL SERVICES
PUBLIC SAFETY AIDE
BOYNTON BEACH

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Discussion regarding taking a Legislative Summer Break.

Requested Action: Requested by Commissioner Kelley.

Explanation of Request: NA

How will this affect city programs or services? NA

Account Line Item and Description: NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Discussion on residency requirements to hold elected office.

Requested Action: Requested by Commissioner Turkin.

Attachments:
Residency_Requirements_Presentation.pptx



CANDIDATE RESIDENCY REQUIREMENTS

Article 1, Section 3:

(a) In order to qualify for the office of Mayor, a candidate must be a qualified elector of the City of Boynton Beach and have resided within the City for a period of not less than one (1) year prior to filing for office, and who shall have attained the age of twenty-one (21) years on or before the date the candidate files and qualifies for office. . . .

(b) There shall be a City Commission of four (4) members elected from each of the four (4) election districts within the City and a Mayor who is elected by a city-wide vote. Each City Commissioner and each candidate for City Commissioner shall reside in the election district from which he or she is (to be) elected at the time of the election. A candidate for a Commission district seat must reside, for a period of not less than one (1) year prior to filing for election, in the district from which the candidate seeks election. . . .

(c) Qualifications for City Commissioners. Only qualified electors who have resided in the City of Boynton Beach for at least one (1) year immediately prior to the election and who shall have attained the age of twenty-one (21) years on or before the date the candidate files and qualifies as a candidate for office shall be eligible to hold the office of City Commissioner.

What is the role of the City Clerk in Verifying Forms?

While the City Clerk is the Qualifying (Filing) Officer for our City, pursuant to section 99.061(7)(c), Florida Statutes, the filing officer performs only a ministerial function in reviewing qualifying papers. Therefore, the City Clerk may only review the qualifying papers to determine whether all items required have been properly filed and whether each item is complete on its face, but may not determine whether the contents of the qualifying papers are accurate.

In Florida, a candidate's proof of residency can typically be challenged through a few specific legal mechanisms:

1. Election Supervisors: County Supervisors of Elections have the primary responsibility for verifying candidate qualifications, including residency requirements.
2. Opposing Candidates: Another candidate for the same office can file a legal challenge regarding residency requirements.
3. Registered Voters: A registered voter in the district or jurisdiction where the election is taking place can also challenge a candidate's proof of residency through an official legal process.

The challenge process usually involves filing a formal complaint with the appropriate election authorities or potentially initiating a legal proceeding in the local circuit court. The challenger must provide specific evidence that calls into question the candidate's stated residency.

Residency Requirements

- **Voter Registration**
- **Candidate Affidavit**
- **Proof of Residency for 1 year** (silent as to how to verifies proof of residency)
- **21 years of age**
- **Qualifying/Filing Fee** - $25
- **25 Petitions**

WEST PALM BEACH

Residency Requirements

- **Candidate Affidavit**
- **Registered Voter Card**
- **Proof of Residency-** 1 year required
- Provide a true copy of:
  - Florida Voter's Registration Card
  - Florida Drivers' License
  - Florida ID Card
- Provide a true copy of:
  - Deed
  - Property Tax Receipt
  - Homestead Exemption Documentation
  - Lease Agreement
  - Florida Vehicle Registration
  - Utility Bill
- **Qualifying Fee**

Residency Requirements

- **Candidate Affidavit**
- **Proof of Residency-** 1 year required
- Provide two or more of the following:
  - Florida Voter's Registration Card
  - Florida Drivers' License
  - Florida ID Card
  - Deed
  - Property Tax Receipt
  - Homestead Exemption Documentation
  - Lease Agreement
  - Utility Bill
- **Qualifying Fee**

Residency Requirements

- **Voter Registration**
- **25 Petitions**
- **Biography or Resume**
- **Proof of Residency** - 2 years required
  - A combination of the following: (i) lease agreement(s) covering the durational residency requirements; (ii) proof of home ownership within the City for at least two years prior to qualifying for the office; (iii) voter's registration; (iv) driver's license; (v) utility bills in the candidate's name for a period covering the durational residency requirements; (vi) copies of the candidates filed income tax returns using a City of Doral address.
- **Maintain actual legal residence for the duration of the term in the City**
- **Qualifying Fee**
- **Sign Bond** - In accordance with the City Code of Ordinances, a bond of $500.00 shall be required from each election campaign. This bond shall be conditioned upon the removal of all political signs of that candidate or issue within seven calendar days of the election to which they relate.

Discussion and Questions

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Discussion on waiver process to allow continued service on advisory boards.

Requested Action: Requested by Commissioner Turkin.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/ 1/2025

Request for a joint meeting with the Community Redevelopment Agency.

Requested Action: Select date and time for a joint meeting of the Community Redevelopment Agency and the City.

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

Sixth Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Amend Attachment A in its Entirety

This Amendment to the Master Price Agreement is entered into this 29th day of January 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HONEYWELL INTERNATIONAL, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 10, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 9, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about February 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about November 9, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about May 14, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to amend the price list on Attachment A in its entirety to reflect current pricing; and

WHEREAS, Vendor has provided notice, on or about January 24, 2025, to amend the price list on Attachment A in its entirety; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new price list on Attachment A.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Updated Price List**. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following price list:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

DISPATCH SYSTEM COMPONENTS, LICENSES, SERVICES & LABOR

Any Related Shipping/Tax Not Assumed Nor Included. ANY NEW PRODUCTS DEVELOPED DURING THE TEF OF THE CONTRACT WILL BE OFFERED TO MEMBERS OF NPPGOV AT 10% OF USDD LIST PRICE

Effective January 1, 2025

DISPATCH SYSTEM INTERFACES		List Price	Discount	Member Price
Radio Console/System Interface (Requires owner-furnished, dedicated console)	**RSI-P**	$ 13,650.00	10%	$ 12,285.00
Radio System Interface (Full Console Interface) – To L3Harris SYMPHONY (Requires Applications Server (DA2) and owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-SYMB**	$ 13,650.00	10%	$ 12,285.00
Radio System Interface (Full Console Interface) – To **Motorola MCC7500** (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-MCC7**	$ 13,650.00	10%	$ 12,285.00
CAD Interface – **TBD** (USDD-side Only – Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-U**	$ 14,677.50	10%	$ 13,209.75
CAD Interface - **TBD** (**CAD provider-Side** Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-P**	TBD	10%	TBD
BACKUP CAD Interface - TBD (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-B**	$ 7,338.75	10%	$ 6,604.88

DISPATCH SYSTEM COMPONENTS		List Price	Discount	Member Price
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	**G2-GW**	$ 12,510.00	10%	$13,510.80
G2 Gateway Audio Radio Interface (**GaRi**) - Kitted with Rack-Mount Adapter Plate	**GARI-2**	$ 3,662.75	10%	$ 3,296.48
G2 TV REMOTE Module, For Dispatch-Level Information (TV & Electrical Outlet by Others)	**TV-R**	$ 1,121.50	10%	$ 1,009.35
G2 Light Tower Interface	**LTI**	$ 675.00	10%	$ 607.50
Consolette Motorola Interface Cable	**GARI2-008R**	$ 300.00	10%	$ 270.00
Motorola APX XTL, Cable Active Low	**GARI-2009R**	$ 300.00	10%	$ 270.00

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

Dual Motorola APX Consolette I/O Adapter	**GARI-2-010R**	$ 300.00	10%	$ 270.00
Motorola Busy High Converter	**USDD-A0012**	$ 300.00	10%	$ 270.00

DISPATCH SYSTEM SERVICES		**List Price**	**Discount**	**Member Price**
G2 Communications Gateway - VMWare Virtual (software controller with Install Assistance)	**G2-VM**	$ 10,008.00	10%	$ 9,007.20
Gateway Configuration & Modifidations	**GW-CM**	$ 373.75	10%	$ 336.38
Gateway Installation / On-Site BY USDD (with Member coordinated assitance by authorized customer CAD, Radio IT personnel)	**GW-I-O**	$ 2,200.00	10%	$ 1,980.00
Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE BY USDD PERSONNEL	**GW-I-C**	$ 431.25	10%	$ 388.13
Gateway Start-Up / On-Site BY USDD (with Member coordinated assistance by authorized customer CAD, Radio & IT personnel)	**GW-SU-O**	$ 6,813.75	10%	$ 6,132.38
Gateway Start-Up / BY USDD (Remotely completed with Member coodinaed assistance by authorized customer CAD, Radio & IT Personnel	**GW-SU-R**	removed	removed	removed
Gateway Project Management	**GW-PM**	$ 3,695.50	10%	$ 3,316.95
Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	**TRA-DIS-O**	$ 5,008.75	10%	$ 4,507.88
Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	**TRA-DIS-R**	$ 1,523.75	10%	$ 1,371.38
Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	**TRA-STA-O**	$ 5,008.75	10%	$ 4,507.88
Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	**TRA-STA-R**	$ 1,523.75	10%	$ 1,371.38
Training-Station-Level Configuration and Equipment Usage - Remote Refres (2 Hours)	**TRA-UT-R**	$ 650.00	10%	$ 585.00
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-O**	$ 7,043.75	10%	$ 6,339.38
Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$ 3,593.75	10%	$ 3,234.38

APP DEVICE LICENSES		**List Price**	**Discount**	**Member Price**
G2 MOBILE FSAS APP - Single Device License / Per Year Cost - x24 per ATX Station Controller included at no cost while under Warranty and elected support - per license cost if additional are needed.	**G2-APP-DLA**	$ 15.00	10%	$ 13.50

USDD-Hosted Mapping - Included	**List Price**	**Discount**	**Member Price**

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) Using National Street Data we provide, As-Is (no customizations). **Cost included while under warranty and elected support - cost shown if customer does not elect continuing support**	**MAP-CLD**	$ 1,540.00	10%	$ 1,386.00

MAPPING SYSTEM SERVICES - Customer Hosted		**List Price**	**Discount**	**Member Price**
G2 FSA Mapping Server (Hardware for mapping interface) 1@2RU **ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.**	**MAP-CUS**	Removed	Removed	Removed
System Configuration and Modification for Mapping	**MAP-CM**	$ 325.00	10%	$ 292.50
Customer-Hosted Mapping Server Configuration and Start-up	**MAP-CSU-O**	$ 5,925.00	10%	$ 5,332.50
Mapping Gateway Project Management	**MAP-PM**	$ 415.00	10%	$ 373.50
Training - Mapping Service - On-Site (4 Hours)	**MAP-TRN-O**	$ 4,425.00	10%	$ 3,982.50
Training - Mapping Services - At Arizona Training Center	**MAP-TRN-AZ**	$ 1,550.00	10%	$ 1,395.00
Training - Mapping Services - Remote Refresh (4 Hours)	**MAP-TRN-R**	$ 1,325.00	10%	$ 1,192.50
Misc Option 1	**MISC CHARGE**	$-	10%	$ -

STATION SYSTEM COMPONENTS, LICENSES, SERVICES AND LABOR

Any Related Shipping/Tax Not Assumd Nor Included. ANY NEW PRODUCTS DEVELPED DURING THE TERM OF THE CONTRACT WILL BE OFFERED TO THE CITY AT 10% OFF OF USDD LIST PRICE

RETROFIT COMPONENTS (Integration into Legacy Systems and Legacy Conversion)		**List Price**	**Discount**	**Member Price**
Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	**MIXR-IP**	$ 2,099.00	10%	$ 1,889.10
Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	**G2-PWR**	$ 2,472.50	10%	$ 2,225.25
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	**G2-LAN**	$ 632.50	10%	$ 569.25
UPS - Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	**UPS-RM**	$ 1,322.50	10%	$ 1,190.25
CONTROL MODULE for 70V AUDIO Systems. Includes (**1**) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for **(4) audio circuits.**	**IOR-4-70V**	$ 1,850.00	10%	$ 1,665.00
CONTROL MODULE for 70V AUDIO Systems. Includes (**2**) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for **(8) audio circuits.**	**IOR-8-70V**	$ 3,650.00	10%	$ 3,285.00

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

SPECIAL SYSTEM COMPONENTS & PRODUCTS (for replacement of damaged original parts/Critical Updates Only) **90-Day Warranty**		**List Price**	**Discount**	**Member Price**
ATX Mother Board – Replacement for Damaged or EOL Original	**USDD-0103E**	$ 8,250.00	10%	$ 7,425.00
G2 Station Controller Software Upgrade – to ATX Station Controller	**G2-SCSU**	$ 10,800.00	10%	$ 9,720.00
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	**ATX-LAN**	$ 365.00	10%	$ 328.50
ATX Touch Panel Computer - replacement for Damaged of EOL Original (ships with new door assembly)	**ATX-TPC**	$ 7,906.50	10%	$ 7,115.85
PoE Injector - Provides local 48vdc power to specific USDD G2 FSA System peripheral components	**G2-POE**	$ 448.50	10%	$ 403.65

Station System Licenses		**List Price**	**Discount**	**Member Price**
G2 VOICEALERT - Single Station License	**G2-VA**	$ 1,433.25	10%	$ 1,289.93

STATION SYSTEM CONTROLLER		**List Price**	**Discount**	**Member Price**
G2 ATX STATION CONTROLLER – Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$23,272.50	10%	$ 20,945.25
G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX-Lite**	$15,274.88	10%	$ 13,747.39
G2 ATX-Upgrade STATION CONTROLLER - Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	**ATX-Upgrade**	$9,990.00	10%	$ 8,991.00
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**ATX-EXP**	$7,838.00	10%	$ 7,054.20
Timer (GPS) - Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	TMR-GPS	$ 52.53	10%	$ 47.28
Rack Mount Ears for ATX or EXP	ATX-E	$ 76.22	10%	$ 68.60
Base Plate for ATX or EXP	ATX-P	$ 76.22	10%	$ 68.60
ATX UPS, Standard	UPS-STD	$ 1,017.64	10%	$ 915.88
Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 77.25	10%	$ 69.53
STATION SYSTEM PERIPHERAL COMPONENTS		**List Price**	**Discount**	**Member Price**
Audio Amplifier, External, Standard	AMP-70V	$ 1,226.34	10%	$ 1,103.71
Shelf, Under Table or Wall Mount, for 1U ½ Rack	AMP-S	$ 91.20	10%	$ 82.08
G2 COLOR INDICATOR REMOTE Module – Up to 8 unique colors	**CIR**	$ 1,043.90	10%	$ 939.51
G2 COLOR INDICATOR REMOTE BACK BOX	**CIR-SMB**	$ 165.10	10%	$ 148.59
G2 TV REMOTE Module – For Station-Level Information (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR-R**	$ 1,121.50	10%	$ 1,009.35

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FPM-S	$ 1,265.00	10%	$ 1,138.50
Flat Panel/TV Mount – Universal 23"-46" Tilt	FPM-U	$ 138.00	10%	$ 124.20
G2 I/O REMOTE Module w/ 8 In & 8 Out	**IOR**	$ 1,581.50	10%	$ 1,423.35
Push Button, Standard (Black)	PB-B	$ 126.50	10%	$ 113.85
Push Button, Emergency (Red)	PB-R	$ 126.50	10%	$ 113.85
G2 MESSAGE REMOTE 2 Module	**MR-2**	$ 1,753.75	10%	$ 1,578.38
NEW PRODUCT COMING SOON G2 LCD MESSAGE SIGN / 28" Active Screen width / Configurable display	**USDD-LCD-SIGN**	$ 3,000.00	10%	$ 2,700.00
G2 MESSAGE SIGN (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 1,258.13	10%	$ 1,132.32
G2 MESSAGE SIGN (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,575.00	10%	$ 1,417.50
G2 MESSAGE SIGN (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 2,351.56	10%	$ 2,116.40
MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$ 63.50	10%	$ 57.15
MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	10%	$ 67.50
MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$ 87.60	10%	$ 78.84
MS Mount – Articulating, Long reach	**MS-MNT**	$ 390.00	10%	$ 351.00
G2 ROOM REMOTE 2 Module / 2017 version 2	**RR-2**	$ 2,275.35	10%	$ 2,047.82
RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 86.50	10%	$ 77.85
RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) ¾" conduit knock-outs.	RR2-SMB	$ 201.25	10%	$ 181.13
G2 LOCAL ALERTING REMOTE Module – Gives ability to trigger the local G2 FSA System when a connection to a dispatch-level system is not available**.** Requires ATX PoE or PoE Injector.	**LAR**	$ 2,329.00	10%	$ 2,096.10
POE INJECTOR – Provides local 48vdc power to specific USDD peripheral components	**G2-POE**	$ 448.50	10%	$ 403.65
G2 REMOTE USER INTERFACE Module – Extends ATX's TouchScreen User Interface into alternative area of same building**.**	**RUI**	$ 2,167.00	10%	$ 1,950.30
G2 SPEAKER – LED Illuminated – FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	10%	$ 336.60
G2 SPEAKER – LED Illuminated – SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 374.00	10%	$ 336.60

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

G2 SPEAKER – OmniAlertStrobe - OmniMemberional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays – includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$ 1,575.00	10%	$ 1,417.50
SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting Memberly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 23.00	10%	$ 20.70
SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting Memberly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 63.50	10%	$ 57.15
SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT – for mounting Memberly to hard ceiling	SPK-OAS-SMB	$ 63.50	10%	$ 57.15
SPEAKER – STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 132.30	10%	$ 119.07
SPEAKER – STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 132.30	10%	$ 119.07
SPEAKER – APP BAY/OUTDOOR – Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	10%	$ 336.38
G2 Strobe Light / Red LED	**STR-2**	$ 661.50	10%	$ 595.35
Transformer, 8ohm to 70V, External	XFMR	$ 74.20	10%	$ 66.78
VIDEO DOOR STATION – Doorbell & Camera that ties into G2 FSAS (HDTV Remote) – Includes Power Injector	VDS	$ 2,040.00	10%	$ 1,836.00

Station System Services				
Station Installation (Cost determined by Quote from G2 Certified Installer based on final approved station design - USDD includes a 30% markup to installers quote)	**ST-INST**	TBD	10%	TBD
Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	TBD	10%	TBD
Station Configuration & Start-Up	**ST-SU**	TBD	10%	TBD
Station Project Management	**ST-PM**	TBD	10%	TBD
Station Engineering / Design Services	**ST-ES**	TBD	10%	TBD
Station Documentation	**ST-DM**	TBD	10%	TBD

Station Services Costs are determined depending upon the complexity of the System ordered

Flex Alert				
Flex Alert Device - Requires USDD-FLEX-APP annual recurring subscription	**USDD-FLEX**	$ 277.78	10%	$ 250.00
Flex Alert Annual Recurring Subscription - Requires USDD-FLEX ALERT device to receive alerts	**USDD-FLEX-APP**	$ 66.67	10%	$ 60.00

Docusign Envelope ID: E83C3908-515D-4E5C-AECB-C788D10B4714

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

Signed by:
Patricia M. Mulvihill
0BD4F25C35F54D0...
Date January 30, 2025 | 11:17 AM PST

BY: Patricia M. Mulvihill
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

Signed by:
Andrew Blate
7427D6503384409...
Date January 30, 2025 | 11:17 AM PST

BY: Andrew Blate
ITS: VP/GM Americas

Certificate Of Completion

Envelope Id: E83C3908-515D-4E5C-AECB-C788D10B4714
Status: Completed
Subject: Complete with Docusign: Amendment 6 MPA 2020 HONEYWELL FINAL.pdf
Source Envelope:
Document Pages: 8
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Marshall Stiles
17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 174.165.10.44

Record Tracking

Status: Original
1/29/2025 1:03:01 PM
Holder: Marshall Stiles
marshall.stiles@mynpp.com
Location: DocuSign

Signer Events	Signature	Timestamp
Andrew Blate andrew.blate@honeywell.com VP/GM Americas Security Level: Email, Account Authentication (None)	Signed by: Andrew Blate 7427D6503384409... Signature Adoption: Pre-selected Style Using IP Address: 104.129.206.202	Sent: 1/29/2025 4:11:40 PM Viewed: 1/30/2025 11:16:58 AM Signed: 1/30/2025 11:17:08 AM
Electronic Record and Signature Disclosure: Accepted: 1/30/2025 11:16:58 AM ID: 45d8bdd5-33cb-4e76-841a-77e0f83c634f		
Patricia M. Mulvihill pmulvihill@orcities.org Executive Director Security Level: Email, Account Authentication (None)	Signed by: Patricia M. Mulvihill 0BD4F25C35F54D0... Signature Adoption: Pre-selected Style Using IP Address: 68.38.235.176	Sent: 1/30/2025 11:17:10 AM Viewed: 1/30/2025 11:17:40 AM Signed: 1/30/2025 11:17:52 AM
Electronic Record and Signature Disclosure: Accepted: 1/30/2025 11:17:40 AM ID: 9c640fed-8666-4b22-8c9c-c49c5a5f346f		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Maribeth Kascht maribeth.kascht@honeywell.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/29/2025 1:05:14 PM Resent: 1/29/2025 4:11:39 PM Viewed: 1/29/2025 4:12:53 PM
Electronic Record and Signature Disclosure: Accepted: 1/29/2025 3:09:16 PM ID: a78f4466-832c-4c4a-9764-888eb3f3e53a		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2025 1:05:14 PM
Envelope Updated	Security Checked	1/29/2025 4:11:39 PM
Envelope Updated	Security Checked	1/29/2025 4:11:39 PM
Envelope Updated	Security Checked	1/29/2025 4:11:39 PM
Envelope Updated	Security Checked	1/29/2025 4:11:39 PM
Certified Delivered	Security Checked	1/30/2025 11:17:40 AM
Signing Complete	Security Checked	1/30/2025 11:17:52 AM
Completed	Security Checked	1/30/2025 11:17:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

Docusign Envelope ID: C188897E-773E-4995-8A4A-02809B88238D

Flock Safety
Jake Downs
Account Executive
(585)414-6554
jake.downs@flocksafety.com
1170 Howell Mill Road NW
Ste. 210
Atlanta, GA 30318

March 6, 2025

Re: Flock Safety Unmanned Aerial Systems Compliance

All quadcopters currently being designed by Flock Safety will fully comply with Florida rule: 60GG-2.0075 “Unmanned Aerial Systems (UAS) Minimum Security Requirements”. The rule outlines tiers of drones (1,2, and 3) and the security requirements associated with each tier. For the Flock Aerodome DFR system the drones are classified as tier 3 as they collect and transmit data. For tier 3 aircraft rule 60GG-2.0075 outlines “critical components" that can not be manufactured in a covered country of concern, these include: flight controllers, radios, data transmission devices, cameras, gimbals, ground control systems, operating software, network connectivity, and data storage. All of these components/subsystems in Flock Aerodome-designed aircraft will either be built directly by Flock and our contract manufacturing partners or sourced from outside of foreign countries of concern.

Thank you,
Jake Downs

DocuSigned by:
Jake Downs
ED030C5DB2B6486...

Docusign Envelope ID: E8BF03A4-5690-4EAD-AC26-D16C6AEA6A14

ADDENDUM

ADDITIONAL TERMS

The terms of this Addendum govern and control your Agreement with the City of Boynton Beach. If there is any conflict between the Agreement and this Addendum, this Addendum shall control.

PUBLIC RECORDS. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the City; and

D. Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FL, 33435
561-742-6060
CITYCLERK@BBFL.US

CONFIDENTIALITY. If the Agreement contains any confidentiality obligations, any such provisions are subject to Chapter 119, Florida Statutes mandates. The Agreement and any information provided by Contractor to the City may fall within the disclosure requirements of Chapter 119, Fla. Stat. The Contractor must clearly label and mark each page or section of any tangible documents (excluding internet-based Confidential Information) provided to the City in connection with the Agreement that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Fla. Stat. If the City receives a public records request regarding the Contractor's Confidential Information, it will notify the Contractor in writing or electronically. If the Contractor continues to assert in good faith that the information is confidential or exempt from disclosure pursuant to Chapter 119, Fla Stat., then the Contractor shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for the City to defend or justify the Contractor's position. Contractor shall indemnify and hold harmless the City for any award, damages, fines, fees, penalties, or impositions of whatsoever nature or kind and all costs and fees, including attorney's fees incurred by the City in connection with this section. Any requirements in the Agreement that require the City to destroy Confidential Information upon termination of the Agreement are hereby deemed null and void.

DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

VERIFICATION OF EMPLOYMENT ELIGIBILITY. Contractor represents that Contractor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security

Docusign Envelope ID: E8BF03A4-5690-4EAD-AC26-D16C6AEA6A14

to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, City may immediately terminate this Agreement for cause, and Contractor shall be liable for all costs incurred by City due to the termination.

PUBLIC ENTITY CRIMES ACT. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

ENTITIES OF FOREIGN CONCERN. This section shall apply if Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Accordingly, Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date or the date that Contractor or its subcontractor will have access to personal identifying information under this Agreement, Contractor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

ANTI-HUMAN TRAFFICKING. On or before the Effective Date of the Agreement, Contractor shall provide City with an affidavit attesting that the Contractor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

INVOICES AND PAYMENT. Payments of any fees due to the Contractor for services shall be conditioned on receipt of a proper invoice. Payment will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

VENUE, WAIVER OF JURY TRIAL. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

INDEMNIFICATION. Contractor shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Any provision of the Agreement that requires the City to indemnify the Contractor or any third party is hereby deleted in its entirety.

SOVEREIGN IMMUNITY. Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

By signing below, the Contractor agrees to the terms in this Addendum.

Signed by:
Mark Smith
AC5C0314454C2...

By:_____
Name: Mark Smith
Title: General Counsel
Date: 3/13/2025