

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:

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 Date February 12, 2025 | 3:51 PM PST
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BY: Patricia M. Mulvihill
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

Signed by: Andrew Blate Date February 12, 2025 | 8:27 AM PST
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BY: Andrew Blate
ITS: VP/GM Americas

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:

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 TERM 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
Console Motorola Interface Cable	GARI2-008R	\$ 300.00	10%	\$ 270.00
Motorola APX XTL, Cable Active Low	GARI-2009R	\$ 300.00	10%	\$ 270.00

Dual Motorola APX Console 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 & Modifications	GW-CM	\$ 373.75	10%	\$ 336.38
Gateway Installation / On-Site BY USDD (with Member coordinated assistance 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 coordinated 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
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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
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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 - <u>On-Site</u> (4 Hours)	MAP-TRN-O	\$ 4,425.00	10%	\$ 3,982.50
Training - Mapping Services - <u>At Arizona Training Center</u>	MAP-TRN-AZ	\$ 1,550.00	10%	\$ 1,395.00
Training - Mapping Services - <u>Remote Refresh</u> (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 Assumed Nor Included. ANY NEW PRODUCTS DEVELOPED 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

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

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 Adapter 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

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

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 Date January 30, 2025 | 11:17 AM PST
BY: Patricia M. Mulvihill
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

Signed by: Andrew Blate Date January 30, 2025 | 11:17 AM PST
BY: Andrew Blate
ITS: VP/GM Americas

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:

AMENDMENT TO MASTER PRICE AGREEMENT

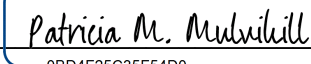
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following products:

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

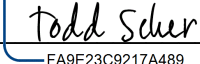
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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:

 0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director
 Date May 14, 2024 | 11:20 AM PDT

HONEYWELL INTERNATIONAL, INC.

DocuSigned by:

 FA9E23C9217A489...
 BY: Todd Scher
 ITS: Customer Experience Management Supervisor
 Date May 13, 2024 | 4:40 PM MST

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:

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, <u>For Dispatch</u> -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 & Modifications	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

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

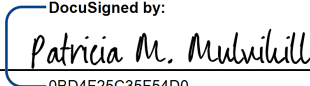
STATION SYSTEM PERIPHERAL COMPONENTS		List Price	Discount	Member Price
Audio Amplifier, External, Standard	AMP-70V	\$1,135.50	10%	\$1,021.95
Shelf, Under Table or Wall Mount, for 1U ½ Rack	AMP-S	\$91.20	10%	\$82.08
G2 COLOR INDICATOR REMOTE Module – Up to 8 unique colors	CIR	\$949.00	10%	\$854.10
G2 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, <u>joins (1) MS-G-S (or-E)</u> 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, <u>joins (2) MS-G-S(or-E)</u> 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 Adapter 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.

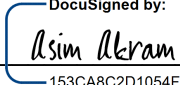
IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director

Date November 6, 2023 | 7:29 AM PST

HONEYWELL INTERNATIONAL, INC.

DocuSigned by:

 153CA8C2D1054F1...
 BY: Asim Akram
 ITS: General Manager

Date November 9, 2023 | 8:58 AM PST

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:

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	\$14,250.00	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 coordinated 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

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

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, <u>joins (1) MS-G-S (or-E)</u> 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, <u>joins (2) MS-G-S(or-E)</u> 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 Adapter 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-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 - On-Site (4 Hours)	APLS-TRN-O	\$4,425.00	10%	\$3,982.00
Training - Applications Services - At Arizona Training Center (4 Hours)	APLS-TRN-A	\$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:
Patricia M. Mulvihill Date February 20, 2023 | 8:51 AM PST
BY: Patricia M. Mulvihill
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

DocuSigned by:
Asim Akram, General Manager Date February 20, 2023 | 8:14 AM PST
BY: Asim Akram, General Manager
ITS: General Manager

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.

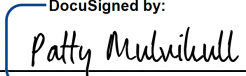
NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

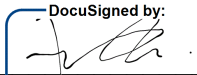
1. **Company Name Change.** Any reference to US DIGITAL DESIGNS, INC. in the Master Price Agreement shall be updated to HONEYWELL INTERNATIONAL, INC.
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on 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:

Date November 10, 2022 | 1:02 PM PST
BY: Patty Mulvihill
ITS: Interim Executive Director

HONEYWELL INTERNATIONAL, INC.

DocuSigned by:

Date November 9, 2022 | 3:20 PM PST
BY: Asim Akram, General Manager
ITS: General Manager

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:

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	\$14,250.00	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	\$1,325.00	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 - @ 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				

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 Adapter 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 - <u>On-Site</u> (4 Hours)	APLS-TRN-	\$4,425.00	10%	\$3,982.00
Training - Applications Services - <u>At Arizona Training Center</u> (4 Hours)	APLS-TRN-AZ	\$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:
Patty Mulvihill Date June 9, 2022 | 10:36 PM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

US DIGITAL DESIGNS, INC.

DocuSigned by:
Erik Hanson Date June 10, 2022 | 3:12 PM PDT
BY: Erik Hanson
ITS: Sales Manager

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

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

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 not exclusive. 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"

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.

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

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.

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.

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

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.

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

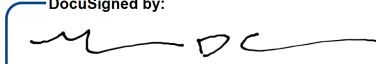
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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:

DocuSigned by:
Signature: 
306546F0869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 6/2/2020

VENDOR:

DocuSigned by:
Dominic Magnoni
Signature: 179E45E91BD8445
Printed Name: Dominic Magnoni
Title: VP - General Manager
US Digital Designs, Inc.
Dated: 6/2/2020

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

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
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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
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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 - <u>On-Site</u> (4 Hours)	MAP-TRN-O	\$ 4,025.00	10%	\$ 3,622.50
Training - Mapping Services - <u>At Arizona Training Center</u>	MAP-TRN-AZ	\$ 1,600.00	10%	\$ 1,440.00
Training - Mapping Services - <u>Remote Refresh</u> (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

[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%	\$ -
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LEGACY 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

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

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 Adapter 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

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 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

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.]

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.

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.

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.)

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.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.