Twin Falls City Council
Agenda

Monday, February 14, 2022, 5:00 PM

203 Main Avenue East
Twin Falls, ID 83301

COUNCIL CHAMBERS

Members: Ruth Pierce, Christopher Reid, Craig Hawkins, Nikki Boyd, Shawn Barigar, Jason Brown, Spencer Cutler

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

2) PLEDGE OF ALLEGIANCE

3) PROCLAMATIONS

4) CONSENT CALENDAR

   a) **ACTION ITEM:** Request to approve Accounts Payable for February 3 thru 9, 2022.
   By: Amy Luna, Finance Administrative Assistant

   b) **ACTION ITEM:** Request to approve February 7, 2022, City Council Minutes.
   By: Amy Luna, Finance Administrative Assistant

   c) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for December 2021
   By: Amy Luna, Finance Administrative Assistant

   d) **ACTION ITEM:** Request to approve the 2022 Downtown Farmer's Market.
   By: Lucio Coronado Jr. , Police Department

   e) **ACTION ITEM:** Request to approve the 2022 Paint Magic Picnic.
   By: Lucio Coronado Jr., Police Department

   f) **ACTION ITEM:** Request to approve the 2022 Candlelight Vigil.
   By: Lucio Coronado Jr., Police Department

   g) **ACTION ITEM:** Request to approve the 2022 National Day of Prayer.
   By: Lucio Coronado Jr. , Police Department

   h) **ACTION ITEM:** Request to approve the 2022 St. Patricks Day Festival.
   By: Lucio Coronado Jr., Police Department

5) ITEMS OF CONSIDERATION

   a) **ACTION ITEM:** Request to approve Resolution No. 2022-007 - Authorizing the Destruction of Records
   By: Amy Luna, Finance Administrative Assistant

b) **ACTION ITEM:** A request to approve a cooperative purchasing agreement through HGAC for the procurement of an automated fire station alerting system from US Digital Designs.

By: Mandi Thompson, Assistant to the City Manager

c) **ACTION ITEM:** Consideration of a request to approve a lease purchase agreement for a fire pumper truck in the amount of $728,832 between the City of Twin Falls and Zions Bancorporation, N.A.

By: Travis Rothweiler, City Manager

d) **ACTION ITEM:** A request to create the position of Planning & Zoning Technician to assist with the City's Community Development Block Grant program administration.

By: Mitch Humble, Deputy City Manager

e) **ACTION ITEM:** A request to approve a release of a promissory note between the City and the Urban Renewal Agency for a previous transfer of real property from the City to the Agency.

By: Travis Rothweiler, City Manager

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

9) ADJOURNMENT

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si desea esta información en Español, por favor llame a Josh Palmer al teléfono (208) 735-7312.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
- Wait to be recognized by the Mayor or Chairman
- Approach the microphone/podium
- State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.

2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.

2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.

3. A City Staff Report shall summarize the application and history of the request.

4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
- A complete explanation and description of the request.
- Why the request is being made.
- Location of the Property.
- Impacts on the surrounding properties and efforts to mitigate those impacts.

5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.

6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.

7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
- Individuals are not permitted to give their time to other speakers.
- However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
- Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.

8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.

9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.

10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.

Twin Falls City Council
Minutes

Monday, February 7, 2022, 5:00 PM

203 Main Avenue East
Twin Falls, ID 83301

COUNCIL CHAMBERS

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Ruth Pierce, Vice Mayor Christopher Reid, Council Member Craig Hawkins, Jason Brown & Spencer Cutler.

Absent: Council Member Nikki Boyd & Shawn Barigar

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Shayne Nope, Airport Manager William Carberry, CFO Breanna Howard, Police Chief Craig Kingsbury, Finance Administrative Assistant Amy Luna.

Mayor Pierce called the meeting to order at 5:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Pierce invited all present who wishes to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS

4) CONSENT CALENDAR

MOTION: Vice Mayor Reid moved to approve the Consent Calendar as presented. **Council Member Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

a) Request to approve Accounts Payable for January 20 thru February 2, 2022.
b) Approval of minutes from the January 31, 2022, City Council Meeting.

5) ITEMS OF CONSIDERATION

a) Presentation of the 5-year FAA Capital Improvement Plan for Joslin Field, Magic Valley Regional Airport

Airport Manager Carberry & **Kent Atkin from JUB Engineers** made a presentation of the 5- year FAA Capital Improvement Plan for Joslin Field, Magic Valley Regional Airport.

Discussion ensued on the following:
Vice Mayor Reid: Asked for verification of the Environmental Assessments. Are there things that you are concerned about?
Council Member Brown: What types of aircraft are we going to service with the cross lane?
Council Member Hawkins: Will the construction impact the 826 lane?

Mayor Pierce thanked Mr. Carberry for his presentation.

b) A presentation on the finances of the City of Twin Falls for the first quarter of fiscal year 2021-2022. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

CFO Howard presented the finances of the City of Twin Falls for the first quarter of the fiscal year 2021-2022.

Discussion ensued on the following:
City Manager Rothweiler: Spoke on the AARPA funds pathways going forward.

Mayor Pierce thanked Mrs. Howard for her presentation.

6) **GENERAL PUBLIC INPUT**

7) **ADVISORY BOARD REPORT/ANNOUNCEMENTS**

8) **PUBLIC HEARINGS**

9) **ADJOURNMENT**
The meeting adjourned at 05:53 PM.

Amy Luna, Finance Administrative Assistant

For a full account of this meeting please visit tfid.org for the recording of this meeting

Date: Monday, February 14, 2022, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Consideration of a request to approve the 2022 Downtown Farmer's Market.

Time Estimate:

Staff requests that this item be placed on the Consent Calendar.

Background:

Khristin Quigley, representing North Main Events Incorporated, has submitted a special event application requesting to hold the Downtown Twin Falls Farmers Market DBA Main Avenue Market in the 100 block of Main Ave North/West. The Downtown Farmer's Market is scheduled to take place every Saturday morning from June 18th, 2022, through August 27, 2022. The hours will be 7:00 a.m. to 2:00 p.m.

There will be multiple activities associated with this weekly event. There will be vendors set up in the parking spaces in the 100 block of Main Ave. These vendors will be selling food and other items to include crafts, art, apparel, furnishings, etc. The vendors will be required to pay an entry fee to help cover the expenses of the event. Businesses on Main Ave will utilize the sidewalk to sell merchandise. As with other farmer's markets, there will also be fruits, vegetables, produce, meat, and dairy products for sale from local farmers.

This event will require the closure of the 100 block of Main Ave North/West every Saturday throughout the summer dates listed. The organizers are aware of upcoming events such as the Criterion Bicycle race scheduled for June 25, 2022. This event will take place on Main Ave and the Farmers Market organizers will move the event to the surrounding areas on Shoshone St.

The event organizer will be responsible for the street closer and will ensure that it is compliant with the Manual on Uniform Traffic Control Devices (MUTCD).

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Approval Process:
Consent of the Council

Budget Impact:
There is no budgetary impact associated with this event.

Regulatory Impact:
N/A

Conclusion:
Relevant City Staff members have reviewed this Special Events Application request. Based on the information provided, Staff recommends that this event be approved.

The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints and non-compliance, the on-duty Patrol Supervisor shall have the authority to terminate the event.

Attachments:
N/A

Date: Monday, February 14, 2022, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Consideration of a request to hold the Paint Magic Picnic event.

Time Estimate:

Staff requests this item be placed on the Consent Calendar.

Background:

Terry Sharp has submitted a special events application requesting to hold the Paint Magic Picnic event in the Twin Falls City Park on July 16, 2022. This event will take place from 9:00 a.m. to 3:00 p.m.

The organization will provide a BBQ/ picnic for all volunteers who helped in painting homes. The homeowners and volunteers get a chance to visit while they share a meal. There will be a few prizes handed out for those who volunteered.

The organizers will be responsible for clean-up within the park and other areas affected by the event.

The Twin Falls Police Department Staff and other relevant City Staff members have reviewed the application and recommend its approval.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security, therefore, there is no budget impact.

Regulatory Impact:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Paint Magic Picnic event based on the information provided.

Date: Monday, February 14, 2022, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Consideration of a request by Noemi Juarez, with Voices against Violence to hold a Candlelight Vigil at Twin Falls City Park. This event will take place on October 27, 2022, from 6:00 p.m. to 8:00 p.m.

Time Estimate:

Due to the location, time and nature, and the fact that this is an annual event, Staff is requesting it be placed on the Consent Calendar.

Background:

Noemi Juarez with Voices against Violence is requesting to hold a special event at Twin Falls City Park on October 27, 2022. The event will begin at 6:00 p.m. and will conclude at 8: p.m. Set up for the event will begin at 5:00 p.m. and clean up should be concluded at 8:30 p.m. This event is to bring awareness to Domestic Violence. The event will consist of short performances such as poetry readings, dance, singing, and playing of musical instruments. The event will produce amplified sound.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security and that there should be not budget impact from this event.

Regulatory Impact:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Candlelight Vigil event based on the information provided.

Attachments:

N/A

Date: Monday, February 14, 2022, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Consideration of a request by Carla Graham of the National Day of Prayer Committee, to hold the National Day of Prayer at Twin Falls City Park. This event will take place on Thursday, May 5, 2022, from 6:00 p.m. to 7:00 p.m.

Time Estimate:

Due to the location, time and nature, and the fact that this is an annual event, Staff is requesting it be placed on the Consent Calendar.

Background:

Carla Graham of the National Day of Prayer Committee is requesting to hold a special event at Twin Falls City Park on Thursday May 5, 2022. The event will begin at 6:00 p.m. and will conclude at 7: p.m. Set up for the event will begin at 4:30 p.m. and clean up should be concluded at 7:30 p.m. It is estimated, based on past attendance, that there will be approximately 100 people present for the event. There will be a single band at the event playing music before and after the event as well as the Pledge of Allegiance, National Anthem, speakers, and prayer. The event will produce amplified sound.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security and that there should be not budget impact from this event.

Regulatory Impact:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the National Day of Prayer event based on the information provided.

Attachments:

N/A

Date: Monday, February 14, 2022, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Consideration of a request to hold the St. Patty's Day Festival.

Time Estimate:

Staff request this item to be placed on the consent calendar.

Background:

In January of 2022, I received a Special Event Application and a Parade Application from Jennifer Colvin for the annual Saint Patrick's Day Parade and Special Event Celebration.

The parade is to be held on Wednesday, March 17, 2022, at 4:30 p.m. on Main Avenue, beginning in the 600 block of Main Avenue East/South, the area of Krengel's True Value Hardware Store. The parade will travel west on Main Avenue to the 500 block of Main Avenue North/West, the area of the Magic Valley High School. The assembly for the parade participants will begin at 3:30 p.m.

Main Avenue will be closed from Murtaugh Street, where the staging area will be located, to Castleford Street, where the parade floats will disperse.

Due to safety concerns and prior parade activities, The Twin Falls Police Department has requested to block all downtown parking on Main Street from Idaho Street to Fairfield Street to allow pedestrians a safe area to watch the parade. Posting of signs will occur in the early morning hours of the scheduled parade. Main Street will be left open for traffic and parking until 1:00 p.m. Vehicles will be allowed to park on main, outside of the five-block area listed above during the parade.

There will be an estimated 30 floats in the parade. These floats will be decorated with a theme for Saint Patrick's Day. As with prior years, there will be an estimated 1,000 people in attendance to observe the parade based on the weather. The parade application fee has been paid and the required insurance for the event has been acquired.

Portable toilets and trash receptacles will also be provided for participants in the area of O'Dunkens. There will be additional security required by the Police Department after the event because of alcohol service outside of the establishments. The cost of this security is to be paid by the event organizer. The event organizer has contracted with Twin Falls County Deputies to provide this service. Main Avenue from Shoshone Avenue to Gooding Street will remain closed

from the end of the parade until 10:00 p.m. Catering permits will be required for each business serving alcohol outside of the business that has not previously been designated for the service and consumption of alcohol. Wristbands will be required for consumption and possession of alcohol on the sidewalk and street areas in the closed section of town. Jennifer Colvin and O'Dunkens will be responsible for the cleanup in the immediate area of the event and the surrounding area of downtown affected.

The traffic control for the parade and the road closure for the after-parade event will be provided by Road Work Ahead. The estimated cost for **Road Work Ahead** to rent, set up and take down the signage and barricades for the event is $5,258. This traffic control will comply with the Manual on Uniform Traffic Control Devices (MUTCD). This traffic control will be implemented without personnel staffing each of the intersections closed. The City Attorney recommends following the legal requirements outlined in MUTCD.

The Twin Falls Police Department will provide Police Officers to ensure traffic control devices are being obeyed and to provide security on the parade route.

Jennifer Colvin has submitted her safety plan for the event to South Central District Health for review.

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Approval Process:

N/A

Budget Impact:

The Police Department believes that eight (8) Twin Falls Police Officers will be required to adequately provide for a safe event. This is a reduction from 18 Officers needed for traffic control and security in 2019. A police briefing will be held at 3:00 p.m., the street closures will take place at 3:30 p.m. The parade is scheduled to start at 4:30 p.m. The parade is estimated to conclude by 5:30 p.m. Total time for this event is estimated to take (3) three hours to allow for street closures, allowing traffic flows to adjust and opening the streets at the conclusion of the parade. The estimated, un-reimbursed cost for the Twin Falls Police Department personnel will be approximately $1,560.

The total cost to the City of Twin Falls for this event that is not reimbursed by the event organizer is estimated to be $6,818 this is total for Officers overtime and Traffic Control Plan provided by Road Work Ahead.

Regulatory Impact:

N/A

Conclusion:

Several relevant City Staff members have approved this Special Event and Parade Application. The Twin Falls Police Department has approved this Special Event Application and Parade contingent upon the requirements set above.

Date: Monday, February 14, 2022

To: Honorable Mayor and City Council

From: Amy Luna, Finance Administrative Assistant

ACTION ITEM

Request:

Request to approve Resolution No. 2022-007 - Authorizing the Destruction of Records

Time Estimate:

5 minutes

Background:

Idaho State Code 50-907(b) Semipermanent records may be destroyed only by resolution of the city council and upon the advice of the city attorney, except for paper originals of semipermanent records retained in a nonpaper medium as provided in subsection (6)(d) of this section. Such disposition shall be under the direction and supervision of the city clerk. The resolution ordering destruction shall list in detail records to be destroyed.

(c) Temporary records may be destroyed only by resolution of the city council and upon the advice of the city attorney, except for paper originals of temporary records retained in a nonpaper medium as provided in subsection (6)(d) of this section. Such disposition shall be under the direction and supervision of the city clerk. The resolution ordering destruction shall list in detail records to be destroyed.

Approval Process:

The list of records to be destroyed needs City Attorney and Council approval.

Budget Impact:

Regulatory Impact:

The Council's approval of this request will enable the departments listed to properly destroy these records making room for new ones.

History:

Analysis:

Conclusion:

Staff recommends that the Council approve this resolution.

Attachments:

1. Records Destruction Resolution 2022

RESOLUTION NO. 2022-007

Authorizing Destruction of Records.

Whereas Idaho Code 50-907 (4) requires the City Council to authorize destruction of public records no longer required by law or for city business, and

Whereas, the Deputy City Clerk of the City of Twin Falls, Idaho have requested that certain records be authorized for destruction to dispose of them,

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Twin Falls, Idaho as follows:

POLICE DEPT. (SEMIPERMANENT RECORDS)

- 2016 Accident Reports
- 2016 Uniform Citations
- 2016 Overtime Slips/Leave Requests
- 2016 Towed Vehicle Slips
- 2016 False Alarm Reports
- 2016 Cash receipt books
- 2020 No trespass orders that are expired or past one year
- 2020 Criminal History Logs
- 2020 Parking Tickets

The administrative staff of the city is authorized to take all necessary steps to carry out the authorization provided by this Resolution.

PASSED BY THE CITY COUNCIL , 2021
SIGNED BY THE MAYOR, , 2021

_____
Mayor Ruth Pierce

Attest:

_____
Amy Luna, Finance Administrative Assistant

Date: Monday, February 14, 2022

To: Honorable Mayor and City Council

From: Mandi Thompson, Assitant to the City Manager

ACTION ITEM

Request:

A request to approve a cooperative purchasing agreement through HGAC for the procurement of an automated fire station alerting system from US Digital Designs.

Time Estimate:

10 minutes with time for Council questions.

Background:

As a part of the fire station project that will result in a new station 2 and 3, the Twin Falls Fire Department has elected to purchase an automated fire station alerting system that will function in both the new stations as well as existing stations 1 and 4. This system will allow the TFFD to be in compliance with NFPA (National Fire Protection Association standards). It is critical to incorporate this type of system into the construction of the new stations, as well as equip the existing stations with the same technology. The components that will be installed at stations 1 and 4 will be compatible with the existing systems, but can easily be updated should either station be relocate or renovated. Any additional stations built can be added to the system.

The system will:

- Be controlled directly from the CAD system and will support dispatch alerts and non-emergency alerts.
- Be capable of alerting by Group, Station, or Unit and will provide a means of notifying dispatchers that all components are operating correctly.
- Provide a zoning capability such that portions of a station can be alerted without alerting the entire station.
- Provide an audible alert over the station's speaker system.
- Have the capability, for any incident, to create voice dispatch alerts that announce simultaneously in multiple stations. The announcements will include dispatch announcements, announcements of move-ups, and non-emergency messages. The computerized voice dispatch announcement will consist of, as a minimum, detailed dispatch information, including apparatus to respond, incident type, street address, and commonplace name. Automated voice dispatch announcements shall immediately follow the audible alert tone as per NFPA 1221.
- Include provisions to display the dispatch information at the station on LED message signs or television monitors. The information displayed will include assigned units, incident nature, street address, and unit status.
- Have "heart-friendly" features such as escalating audio and subdued lighting at night.
- Include lighting designed to have little impact on the building occupant's night vision when a call is received. This will consist of red LED lights in the ceiling in the bunkroom area that are bright enough to light the room around the member's bed and provide a safe amount of light to make their way to the apparatus bay.
- Have the capability to alert authorized personnel using a mobile application that interfaces with the customer's CAD system, enabling simultaneous alerts to smartphones or tablets. Alerts should include

dispatch announcements using the same tones played in stations, administrative alerts, IT support notifications, and application update notifications.

- Be capable of remotely alerting support staff of critical events within the alerting system via visual, email/pager, SMS text, or a smartphone app. Each method shall be individually enabled or disabled via a configuration application.

Approval Process:

Council majority

Budget Impact:

The cost of the system is as follows:

- US Digital Quote: stations 2 and 3 and dispatch - $148,036.53, to be included in the cost of the fire station construction projects.
- US Digital Quote: stations 1, 4 and fire training center - $55,829, to be covered by City reserves.

The installation of the systems will be included in the GMP for stations 2 and 3.

The installation of stations 1 and 4 and the training center will be paid for with reserves by the subcontractor that installs the systems in stations 2 and 3. The quote for the installation is $1,062.50 per station and $1,650. The cost of the fire training center equipment and installation will be reimbursed by the Fire District as part of the overall project.

Total budget impact $59.604.

Regulatory Impact:

None

History:

None

Analysis:

Conclusion:

Staff recommends City Council approves the request to use a cooperative purchasing agreement through HGAC for the procurement of an automated fire station alerting system from US Digital Designs.

Attachments:

1. HGAC - EUAA
2. ID_TWFA007-Qv1 - 1PrimaryDispatch&2StationSystemsForFS02,FS03WithoutInstallation (2022JAN28)
3. ID_TWFA008-Qv1 - 2BasicStationSystemsForFS01,FS04&1AdditionalVALicenseWithInstallTraining (2022JAN28)
4. Estimate_1387_from_Elite_Surveillance_LLC
5. Estimate_1388_from_Elite_Surveillance_LLC
6. Estimate_1390_from_Elite_Surveillance_LLC

US DIGITAL DESIGNS
stationalerting.com

END USER'S ACKNOWLEDGMENT AND AGREEMENT

This End User's Acknowledgment and Agreement ("EUAA") is made by and between US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281 and the following entity ("End User"):

City of Twin Falls
Attn: Mandi Thompson
Address: P.O. Box 1907
Twin Falls, Idaho 83303-1907

Telephone: (208) 735-7237
Fax: (208) 736-2296

Recitals:

a. HGACBuy and USDD entered into a Cooperative Purchase Agreement on or about June 18, 2020, (the "Purchase Agreement") which allows HGAC members to purchase USDD "Products" and "Services" (as defined below), which agreement is made available by its terms for use by End User.

b. End User has or intends to issue a Purchase Order to USDD under the terms of the Purchase Agreement for the acquisition of USDD Products and Services.

c. In order to fulfill a Purchase Order under the Purchase Agreement, USDD requires the receive from End User's acknowledging and agreeing to USDD's provisions regarding (i) the "Warranty" (as defined below), (ii) USDD's retention of all rights to its "Intellectual Property" (as defined below), (iii) the software license set forth herein, (iv) the terms of installation, technical specifications, and scopes of work, and (v) other terms and conditions necessary to facilitate and govern the transaction (collectively "Contingencies"). This EUAA is intended to provide that acknowledgement and agreement.

d. End User desires to purchase the Products and Services described in the "Quote" (as defined below) through the Purchase Agreement and in accordance with the provisions of this EUAA.

Therefore, in order to satisfy the Contingencies and facilitate the transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USDD and End User hereby agree as follows:

1. **Definitions**. For purposes of this EUAA, the following terms shall have the following meanings:

   a. "Additional Services" means any and all services performed by USDD at the instruction or request of End User through its authorized personnel, including any Engineering Services that are not specifically included in the "Scope of Work" (as defined below).

   b. "Communications Gateway" means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.

   c. "Dispatch Customer" means any fire district, department, station, or other agency for which End User provides dispatch services.

   d. "Engineering Services" means engineering or project management services performed by USDD's employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation site.

   e. "GaRI Audio Interface" means the proprietary USDD VoiceAlert Radio Hardware component integrated into the Communications Gateway.

   f. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to End User by USDD, provided however, that Hardware shall not include any televisions, monitors, iPads or computer tablets manufactured by third parties.

   g. "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.

h. “Products” means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.

i. “Quote” means the document attached as **Exhibit A** excluding the section titled "terms and conditions," if any.

j. “Scope of Work” means the document attached at **Exhibit B**. Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and Services included in the Quote.

k. “Service Agreement” means the document attached as **Exhibit C**.

l. “Services” means the installation, configuration, startup, testing, training, and other services set forth in the Scope of Work as limited by the Quote.

m. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to End User by USDD under this Agreement.

n. “Station Controller” means the CPU and related computer components (whether USDD’s ATX or ATU model) to be installed at each fire station as described in the Quote.

o. “System” means all Hardware and Software purchased by End User through the Purchase Agreement or directly from USDD under any contract, purchase order, or arrangement that is used exclusively by End User as part of its fire station alerting system, including without limitation the “PO’s” (as defined below), provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation End User’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to End User directly by USDD. System also excludes any consumer electronics purchased through USDD (such as televisions purchased for use as monitors or signs, iPads, computer tablets, monitors and like merchandise).

p. “VoiceAlert Radio” means the Software that controls the GaRI Audio Interface and functionality of the optional radio alert system.

q. “Warranty” means the New System Warranty attached as **Exhibit D**.

r. Undefined technical terms, specifications and acronyms used throughout this EUAA shall have the meanings generally attributed to them in the fire station alerting industry.

2. **Products and Services**. Upon receipt of a Purchase Order ("PO") from End User for Products and Services described in the Quote, USDD will provide the Products and perform the Services pursuant to the terms of the this EUAA and the Purchase Agreement. The Quote is subject to correction for errors and omissions, including the omission of any excise, use, or transaction levy, use fees, access fees, programs fees, audit fees, or other costs or reductions to the purchase price imposed by any code, statute, rule, regulation, executive order or program not specifically included as a line item in the Quote. Upon delivery to End User's site, End User shall bear all risk of loss or damage to any Products occurring thereafter.

3. **Invoices and Payment**.

a. All Products and Services identified in the Quote are being purchased by End User through the Purchase Agreement.

b. USDD shall invoice End User directly for (i) any Products and Services delivered to or performed for End User (ii) all Additional Services, and (iii) all Products provided to End User that are not identified in the Quote on a monthly basis. All invoices shall be due and payable within thirty days of receipt in United States currency, free of exchange, or any other charges.

c. Invoices unpaid for 30 days are subject to interest at 18% per annum.

4. **Design and Installation Services**.

a. Within 30 days after the execution of this EUAA or USDD's receipt of End User's PO, whichever is later, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient ("Project Meeting"). End User will use its best efforts to have all necessary representatives of its Dispatch Customers present at the Project Meeting.

b. Either party may elect to participate in the Project Meeting remotely via video or telephone conference.

c. USDD will provide a proposed project schedule for discussion at that time or otherwise consult with End User and its Dispatch Customers regarding development of a project schedule.

d. Thereafter, USDD and End User will collaborate to plan and document the layout, and installation protocols for each individual installation site and finalize the project schedule (collectively the "Design Phase") consistent with the Quote and the Statement of Work.

e. End User shall issue its authorization to proceed with delivery of the Products and Services set forth in the Quote within 5 days of completion of the Design Phase.

f. Upon issuance of End User's authorization to proceed, no changes will be made to the design of the System except upon written change order.

5. **Subsequent Purchases**. At any time during the term of the Purchase Agreement, End User may purchase additional Products and Services, through the Purchase Agreement, by issuance of a PO incorporating the terms of this EUAA.

6. **Training**. Pursuant to a mutually agreed upon schedule, USDD shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all additional training provided by USDD shall be charged at the hourly rates applicable under the Purchase Agreement, plus reasonable costs and expenses incurred by USDD related to the training. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training. No additional training shall be provided until the parties have executed an agreement setting forth the scope, cost, and schedule for the additional training.

7. **Acceptance of Station Installation**. Upon substantial completion of installation at each fire station and at the End User's dispatch center, USDD or its subcontractor shall prepare and deliver to End User a written request for End User's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, End User shall inspect the station installation and (i) accept the installation as presented, or (ii) accept the installation subject to completion of specified tasks necessary for the installation to comply with the Scope of Work ("Punch List"); or (iii) reject the installation by written notice to USDD specifically identifying the defects and deficiencies of the installation that are not in compliance with the Scope of Work ("Rejection Notice"). If End User accepts the installation subject to a Punch List, the installation shall be deemed materially complete. The Punch List shall specifically identify each task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, USDD shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted. If End User rejects the installation the Rejection Notice shall specifically identify each defect, deficiency, task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all

instances shall be reasonable, but not less than 10 days. Thereafter, USDD shall cause the installation to comply with the Scope of Work and submit a second Request for Acceptance.

8. **System Acceptance Testing**. Within 60 days of the date the entire System installation is substantially complete and basic functionality has been demonstrated to the System Administrator, USDD and End User shall jointly develop a written acceptance testing procedure ("ATP") and commence a test of the System ("Acceptance Test") consistent with the ATP. The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Failure of the End User to participate in the development of the ATP and to jointly perform the Acceptance Test with USDD in good faith shall constitute End User's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, including correction by USDD of any defects or deficiencies identified during the Acceptance Test period, End User shall provide USDD with a "Certificate of Completion" in a form acceptable to USDD. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all "End User Obligations" (as defined below), End User may within seven days of the date on which the Acceptance Test is complete, provide USDD with written notice specifying the standards or criteria not met ("Failure Notice"). If within 30 days of the Failure Notice, USDD has not caused the System to meet the standards and criteria set forth in the Failure Notice, End User may pursue its remedies under the PURCHASE AGREEMENT and this EUAA. Failure of End User to provide a timely Failure Notice shall constitute End User's irrevocable acceptance of the System.

9. **Reserved**.

10. **Warranty**. USDD warrants and guarantees its Products and Services subject to the terms and limitations set forth in the Warranty. The End User's rights and remedies with respect to Products and Services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.

11. **Service and Support Option**. Upon expiration of the "Warranty Period" (as defined in the Warranty), End User may elect to purchase certain support and maintenance services on the terms and conditions set forth in the Service Agreement, executed contemporaneously herewith. Under the terms of the Service Agreement End User shall have four one-year options to purchase certain support and maintenance services directly from USDD (each a "Service Option"). The compensation to be paid to USDD under the Service Agreement is the "Annual Fee" (as defined in the Service Agreement). USDD may invoice End User for the Annual Fee as set forth in the Service Agreement. End User shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. After the expiration of the Warranty Period, USDD shall have no obligation to provide the services set forth in

the Service Agreement unless and until End User exercises the Service Option and pays the Annual Fee. The "HGAC" (as defined in the Purchase Agreement) is not a party to the Service Agreement. The Service Agreement is a separate contract entered into directly between USDD and End User and is not in any way part of or governed by the Purchase Agreement.

12. **Intellectual Property**. End User hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. End User 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 End User any rights in the Intellectual Property other than the license to use the Software, as set forth below.

13. **License**. At all times that End User is in compliance with the terms of this EUAA and the Purchase Agreement, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System.

14. **Insurance**.

a. USDD shall purchase and maintain such insurance as required below for claims which may arise out of, or result from, USDD's operations under this Agreement, whether such operations are by USDD or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

b. USDD shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the End User throughout the term of this Agreement:

Commercial General Liability Insurance with limits of $1,000,000 per occurrence, $2,000,000 general aggregate, $2,000,000 products and completed operations total limit, and $1,000,000 personal injury and advertising liability.

Workers' Compensation and Employer's Liability with Workers' Compensation limits as required by the State of [insert State] and Employer's Liability limits.

c. USDD has or shall submit the Certificates of Insurance evidencing coverage as specified above. Notwithstanding the foregoing, if after submission of the Certificate of Insurance End User authorizes USDD or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance described in the Certificates of Insurance is in full compliance with the requirements set forth above, and such requirements shall

be deemed revised and amended to require only the coverages provided in the Certificate of Insurance. These terms are effective and shall be controlling whether the Certificate of Insurance is provided before or after the date of this EUAA.

15. **Authorized Support Contacts**. In order to facilitate USDD's delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services ("Authorized Contacts"). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for USDD to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed USDD product training.

At least one Authorized Contact should be available to assist USDD as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

16. **Customer Facilitation of Services**. Customer will be responsible for providing the following:

    a. The provision of remote access to the System, as more specifically described in Section 10 below;

    b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;

    c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;

    d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

    e. The correct use of the System in accordance with USDD's operating instructions; and

    f. The security and integrity of the System.

17. **Remote Access**. USDD requires remote network access to the Customer's System, including its Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer's System with the knowledge and consent of Customer.

a. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:

- System software upgrades
- System software customization
- Network troubleshooting assistance including packet capture and network monitoring on USDD devices
- Detailed log analysis
- Bulk updates to System database tables
- Troubleshooting that requires low-level system access or large file transfer

b. Timely Access. Customers much ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

c. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.

18. **Termination**

a. **By End User**. If the Purchase Agreement, any PO, or this EUAA is canceled or terminated by End User or the Lead Contracting Agency for any reason other than

USDD's breach, End User shall immediately pay USDD for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.

b. **By USDD**. If End User refuses or fails to perform any of its obligations in accordance with this EUAA or the Purchase Agreement, USDD shall provide written notice thereof to End User ("Default Notice"). The Default Notice shall specifically describe the nature of the alleged failure and demand that End User cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be 10 days, and in all other events shall not be less than 30 days ("Cure Period"). If End User fails to cure the failure within the Cure Period, such failure shall be deemed a default under this EUAA. In such event, USDD shall have the right to terminate this EUAA by written notice to End User, and End User shall immediately pay USDD for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.

c. **For Failure to Complete Design Phase**. If the parties cannot complete the initial Design Phase within 30 days of the initial Project Meeting, either party may terminate this EUAA by written notice to the other. In such event, End User shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.

19. **Assignment**. The Parties shall not assign in whole or in part this EUAA without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, USDD may freely transfer its rights under this EUAA in the event of a sale of all or substantially all of its assets or stock. Additionally, USDD may subcontract any or all of the Installation and Products manufacturing.

20. **Reserved**.

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

For the End User:
Name: _____
Title: _____
Address: _____
_____

Phone: _____
Email: _____

For USDD:
US Digital Designs, Inc.
Attention: Dominic Magnoni
1835 East 6th Street, Suite 27
Tempe, Arizona 85281
Fax: 480-290-7892
Email: dmagnoni@usdd.com

22. **Headings and Usage**. The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this EUAA. When the context of the words used in this EUAA indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

23. **Waiver**. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this EUAA shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this EUAA.

24. **Execution in Counterparts**. This EUAA may be executed in counterparts, all of which taken together shall be deemed one original. The date of this EUAA shall be the latest date on which any party executes this EUAA.

25. **Entire Agreement**. This EUAA contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This EUAA supersedes and replaces the "terms and conditions" section set forth in the Quote, if any. This EUAA may not be amended, altered, or changed except by the express written agreement of the parties. The terms of this EUAA shall take precedence over any conflicting terms in any PO or the Purchase Agreement.

26. **Joint Effort**. This EUAA has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this EUAA or any term thereof. The Parties represent and warrant to each other that each Party has had the opportunity to review this Contract with counsel of its own choosing, that each Party has either reviewed this Contract with counsel or has elected to forego such review, and that no Party shall deny the validity of this Contract on the grounds that the Party did not understand the nature and consequences of this Contract or did not have the advice of counsel.

27. **Savings Clause**. In the event any part, provision, or term of this EUAA is deemed to be illegal or unenforceable, this EUAA shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the EUAA shall be and remain in full force and effect.

28. **End User Representative**. The undersigned representative of End User hereby represents and warrants that s/he has the authority to bind End User and that the execution, delivery and performance by End User under this EUAA will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which End User is a party.

29. **Incorporation of all Recitals and Exhibits**. All recitals, exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this EUAA.

30. **Third Party Beneficiaries**. Except as otherwise expressly set forth herein, this Contract does not and is not intended to confer any rights, benefits or remedies upon any person or entity other than the Parties.

31. **Additional Acts and Documents**. Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by the other Party to carry out the provisions, intent and purposes of this Contract.

End User:	US Digital Designs, Inc.:
By: _____	By: _____
Name:	DOMINIC MAGNONI,
Its:_____	Vice President
Date: _____	Date:_____

EXHIBIT A

Quote

Exhibit B

Scope of Work

EXHIBIT C

Service Agreement

EXHIBIT D

Warranty

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

The City of Twin Falls, Idaho
Twin Falls Fire Department

Project:

G2 Fire Station Alerting System

1 Primary Disaptch System & Two (2) Station Systems for FS02 and FS03

Proposal number:

ID_TWFA007

Revision #

1

[**Pricing Protected** per Public Procurement Authority (PPA0), League of Oregon Cities (LOC), Master Price Agreement (MPA) available to members of National Purchase Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - Contract #VH 1164 - more information available at https://nppgov.com/contract/us-digital-designs]

The Twin Falls Fire Department is Already Member # M-5702666

Quote Date:

28-Jan-2022

Quote Expires:

1-Mar-2022

INSTALLATION BY:

N/A - Installation is not assumed or included by USDD

Customer to contract directly with a Certified G2 Installer

By:

Peter Donkin

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1759 direct

480-290-7892 fax

pdonkin@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

QUOTE

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

DATE: **1/28/2022**
Expires: **4/28/2022**

Quote SUBMITTED TO:
The City of Twin Falls, Idaho
Twin Falls Fire Department

REF PROPOSAL
ID_TWFA007 v1

DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DI1	LOT	USDD	**0**	**Radio System Interface** (Full Console Interface) - Requires (owner-furbished) dedicated console, specifically and solely tasked for Station Alerting	**RSI-P**	$ 13,650.00	**$ 12,285.00**	**$ -**	
DI2	LOT	USDD	**0**	**Additional Radio Channel**	**ARC**	$ 4,225.00	**$ 3,802.50**	**$ -**	
DI3	LOT	CAD	**1**	**CAD Interface** - **TBD** (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-P**	$ 11,950.00	**$ 10,755.00**	**$ 10,755.00**	

DISPATCH SYSTEM COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DC1a	PR	USDD	**1**	**G2 Communications Gateway Pair** (Hardware for CAD interface) 2@1RU each (2RU Total)	**G2-GW**	$ 10,425.00	**$ 9,382.50**	**$ 9,382.50**	
DC2	Kit	USDD	**1**	**G2 Gateway Audio Radio Interface (GaRi)** - Kitted with a Rack-Mount Adapter Plate which mounts (up to) 2 GaRI2s in 19" Rack	**GaRI2-RM**	$ 2,502.00	**$ 2,251.80**	**$ 2,251.80**	
DC5	Kit	USDD	**0**	**G2 HDTV REMOTE** Module (TV & Electrical Outlet by Others)	**TVR**	$ 975.00	**$ 877.50**	**$ -**	
DC6	Kit	USDD	**0**	**G2 Light Tower Interface**	**LTI**	$ 575.00	**$ 517.50**	**$ -**	

DISPATCH SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DS1	HR	USDD	**50**	**Gateway Configuration & Modifications**	**GW-CM**	$ 310.00	**$ 279.00**	**$ 13,950.00**	
DS2	LOT	USDD	**0**	**Radio System Interface Modification**	**RSI-CM**	$ 4,225.00	**$ 3,802.50**	**$ -**	

DS3a	LOT	USDD	**0**	**Gateway Installation** / **On-Site BY USDD** (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	**GW-I-O**	$ 875.00	**$ 787.50**	**$ -**	
DS3b	LOT	USDD	**1**	**Gateway Installation** / **BY CUSTOMER** (with REMOTE ASSISTANCE by USDD Personnel)	**GW-I-C**	$ 325.00	**$ 292.50**	**$ 292.50**	
DS3c	LOT	USDD	**1**	**Gateway Start-Up** / **On-Site BY USDD** (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	**GW-SU-O**	$ 5,925.00	**$ 5,391.75**	**$ 5,391.75**	
DS4	LOT	USDD	**1**	**Gateway Project Management**	**GW-PM**	$ 349.03	**$ 314.13**	**$ 314.13**	
DS5a	LOT	USDD	**1**	**Training - System Administrator / Dispatch Supervisor - On-Site** (4 Hours)	**TRA-DIS-O**	$ 4,025.00	**$ 3,622.50**	**$ 3,622.50**	
DS5b	LOT	USDD	**0**	**Training - System Administrator / Dispatch Supervisor - Remote Refresh** (4 Hours)	**TRA-DIS-R**	$ 1,200.00	**$ 1,080.00**	**$ -**	
DS6a	LOT	USDD	**1**	**Training - Station-Level Configuration and Equipment Usage - On-Site** (4 Hours)	**TRA-STA-O**	$ 4,025.00	**$ 3,622.50**	**$ 3,622.50**	
DS6b	LOT	USDD	**0**	**Training - Station-Level Configuration and Equipment Usage - Remote Refresh** (4 Hours)	**TRA-STA-R**	$ 1,200.00	**$ 1,080.00**	**$ -**	
DS7b	LOT	USDD	**0**	**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	**$ 2,812.50**	**$ -**	
DS8a	HR	USDD	**0**	Management Meeting with Customer / at USDD Tempe, AZ location (per Hour / Per Person)	**MTG-MGT-U**	$ 244.00	**$ 219.60**	**$ -**	
DS8b	LOT	USDD	**0**	Management Meeting with Customer / at Customer Site (above per hour/per person cost + required travel and accomodation)	**MTG-MGT-C**	$ -	**$ -**	**$ -**	
DS9	LOT	USDD	**0**	Misc Option 1		$ -	**$ -**	**$ -**	
DS10	LOT	USDD	**0**	Misc Option 2		$ -	**$ -**	**$ -**	

PRIMARY DISPATCH G2 FSA SYSTEM	**System Total:**	**$ 49,582.68**
	Shipping Total:	**$ 99.00**
	System Subtotal	**$ 49,681.68**

PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available). Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
17	HR	USDD	**1.5**	[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**	$ 2,238.93	**$2,015.04**	**3022.5555 but No Charge For Initial Warranty Period / Not Included in Subtotals**	
18	LOT	USDD	**0.0**	[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**	$ 2,238.93	**$ 2,015.04**	**$ -**	

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	**$ 49,681.68**
PRIMARY DISPATCH MOBILE APP SERVICE TOTAL:	**$ -**
PRIMARY DISPATCH MAPPING SERVICE TOTAL:	**$ -**

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL:	**$ 49,582.68**
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL:	**$ 99.00**
ALL DISPATCH-LEVEL WARRANTY & SUPPORT:	**$ -**
ALL DISPATCH-LEVEL MISCELLANEOUS. (if applicable):	**$ -**
PRIMARY DISPATCH-LEVEL GRAND TOTAL:	**$ 49,681.68**

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS

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

QUOTE

DATE: **1/28/2022**
Expires: **4/28/2022**

Quote SUBMITTED TO:
The City of Twin Falls, Idaho
Twin Falls Fire Department

REF PROPOSAL
ID_TWFA007 v1 **STATION-LEVEL**

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.ID_TWFA.ALL STATIONS FS01CB AND FS04CB.FSA.2021.12.22.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,030.00	**$ 927.00**	**$ 927.00**
SL2	Ea/Yr	USDD	24	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX are **offered at $0.00 cost each** as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	**G2-APP-DLI**	$ 108.00	**$ 97.20**	**N/A - Included**

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 21,750.00	**$ 19,575.00**	**$ 19,575.00**
SC2	Kit	USDD	0	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,325.00	**$ 6,592.50**	**$ -**
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	$ 54.00	**$ 48.60**	**$ -**
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	$ 54.00	**$ 48.60**	**$ -**
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	$ 923.00	**$ 830.70**	**$ 830.70**
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 57.00	**$ 51.30**	**$ 51.30**

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	$ 987.00	**$ 888.30**	**$ 888.30**
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	$ 66.00	**$ 59.40**	**$ 59.40**
SP2	Ea	USDD	0	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 725.00	**$ 652.50**	**$ -**
SP3a	Ea	USDD	3	**G2 HDTV REMOTE** Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR**	$ 975.00	**$ 877.50**	**$ 2,632.50**
SP3b	Ea	TBD	0	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	**$ 1,239.81**	**$ -**
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	**FPM-U**	$ 107.86	**$ 97.07**	**$ -**
SP4	Ea	USDD	0	**G2 I/O REMOTE** Module w/ 8 In & 8 Out	**IOR**	$ 1,275.00	**$ 1,147.50**	**$ -**
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	$ 110.00	**$ 99.00**	**$ 99.00**
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	$ 110.00	**$ 99.00**	**$ 198.00**
SP7	Ea	USDD	4	**G2 MESSAGE REMOTE 2** Module (2017 Version 2)	**MR2**	$ 1,275.00	**$ 1,147.50**	**$ 4,590.00**
SP9a	Ea	USDD	0	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 915.00	**$ 823.50**	**$ -**
SP9b	Ea	USDD	3	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,050.00	**$ 945.00**	**$ 2,835.00**

SP9c	Ea	USDD	**2**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 1,575.00	**$ 1,417.50**	**$ 2,835.00**	
SP9d	Ea	USDD	**2**	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	**$ 34.20**	**$ 68.40**	
SP9e	Ea	USDD	**0**	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	**$ 44.10**	**$ -**	
SP9f	Ea	USDD	**0**	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	**$ 65.70**	**$ -**	
SP11	Ea	TBD	**2**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 287.00	**$ 258.30**	**$ 516.60**	
SP12a	Ea	USDD	**0**	**G2 ROOM REMOTE 2** Module / 2017 version 2	**RR2**	$ 2,025.00	**$ 1,822.50**	**$ -**	
SP12c	Ea	USDD	**0**	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 46.00	**$ 41.40**	**$ -**	
SP12d	Ea	USDD	**0**	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	$ 175.00	**$ 157.50**	**$ -**	
SP15	Ea	USDD	**13**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 325.00	**$ 292.50**	**$ 3,802.50**	
SP16	Ea	USDD	**0**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 325.00	**$ 292.50**	**$ -**	
SP17a	Ea	USDD	**2**	**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	**$ 733.50**	**$ 1,467.00**	
SP17b	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 13.00	**$ 11.70**	**$ -**	
SP17c	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 48.00	**$ 43.20**	**$ -**	
SP17d	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	$ 42.00	**$ 37.80**	**$ -**	
SP18a	Ea	USDD	**19**	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 85.00	**$ 76.50**	**$ 1,453.50**	
SP18b	Ea	USDD	**0**	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 85.00	**$ 76.50**	**$ -**	
SP19	Ea	USDD	**4**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 310.00	**$ 279.00**	**$ 1,116.00**	
SP21	Ea	USDD	**1**	**G2 Strobe Light** / Red LED	**STR**	$ 550.00	**$ 495.00**	**$ 495.00**	
SP20	Ea	USDD	**0**	Transformer, 8ohm to 70V, External	XFMR	$ 53.00	**$ 47.70**	**$ -**	
SP22	Ea	USDD	**0**	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 1,700.00	**$ 1,530.00**	**$ -**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**0**	**Station Installation** (N/A - Installation is not assumed or included. Customer to contract directly with a Certified G2 Installer.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS2	Ea	USDD	**0**	**Station Remediation** (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 3,234.26	**$ 2,910.83**	**$ 2,910.83**	
SS4	Ea	USDD	**1**	**Station Project Management**	**ST-PM**	$ 1,115.94	**$ 1,004.35**	**$ 1,004.35**	
SS5	Ea	USDD	**1**	**Station Engineering / Design Services**	**ST-ES**	$ 395.02	**$ 355.52**	**$ 355.52**	
SS6	Ea	USDD	**1**	**Station Documentation**	**ST-DM**	$ 59.25	**$ 53.33**	**$ 53.33**	

SS7a	Ea	USDD	**0**	**Station Training - Configuration and Equipment. On-Site @ Station.** 4 Hours, 1 Visit. (for Technical Services Staff)	**TRA-UT-O**	$ 4,025.00	**$ 3,622.50**	**$ -**	
SS7b	Ea	USDD	**0**	**Station Training - User/Technician** / Remote Refresh (2 Hours)	**TRA-UT-R**	$ 600.00	**$ 540.00**	**$ -**	
SS8b	Ea	USDD	**0**	**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	**$ 2,812.50**	**$ -**	
SS9	Ea	USDD	**0**	**Miscellaneous/TBD**	**MISC**	$ -	**$ -**	**$ -**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	**1.5**	[**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**	$ 4,444.02	**$ 3,999.62**	5999.427 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	**0.0**	[**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**	$ 4,444.02	**$ 3,999.62**	**$ -**	

STATION 02		
	System:	**$ 48,764.23**
	Shipping:	**$ 1,405.00**
	Warranty & Support:	**$ -**
	Miscellaneous (if applicable)	**$ -**
	STATION SUBTOTAL:	**$ 50,169.23**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

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

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

US DIGITAL DESIGNS

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

QUOTE

DATE: **1/28/2022**
Expires: **4/28/2022**

Quote SUBMITTED TO:
The City of Twin Falls, Idaho
Twin Falls Fire Department

REF PROPOSAL
ID_TWFA007 v1 **STATION-LEVEL**

STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.ID_TWFA.ALL STATIONS FS01CB AND FS04CB.FSA.2021.12.22.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,030.00	**$ 927.00**	**$ 927.00**
SL2	Ea/Yr	USDD	24	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX are **offered at $0.00 cost each** as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	**G2-APP-DLI**	$ 108.00	**$ 97.20**	**N/A - Included**

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 21,750.00	**$ 19,575.00**	**$ 19,575.00**
SC2	Kit	USDD	0	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,325.00	**$ 6,592.50**	**$ -**
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	$ 54.00	**$ 48.60**	**$ -**
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	$ 54.00	**$ 48.60**	**$ -**
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	$ 923.00	**$ 830.70**	**$ 830.70**
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 57.00	**$ 51.30**	**$ 51.30**

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	$ 987.00	**$ 888.30**	**$ 888.30**
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	$ 66.00	**$ 59.40**	**$ 59.40**
SP2	Ea	USDD	0	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 725.00	**$ 652.50**	**$ -**
SP3a	Ea	USDD	3	**G2 HDTV REMOTE** Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR**	$ 975.00	**$ 877.50**	**$ 2,632.50**
SP3b	Ea	TBD	0	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	**$ 1,239.81**	**$ -**
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	**FPM-U**	$ 107.86	**$ 97.07**	**$ -**
SP4	Ea	USDD	0	**G2 I/O REMOTE** Module w/ 8 In & 8 Out	**IOR**	$ 1,275.00	**$ 1,147.50**	**$ -**
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	$ 110.00	**$ 99.00**	**$ 99.00**
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	$ 110.00	**$ 99.00**	**$ 198.00**
SP7	Ea	USDD	3	**G2 MESSAGE REMOTE 2** Module (2017 Version 2)	**MR2**	$ 1,275.00	**$ 1,147.50**	**$ 3,442.50**
SP9a	Ea	USDD	0	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 915.00	**$ 823.50**	**$ -**
SP9b	Ea	USDD	3	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,050.00	**$ 945.00**	**$ 2,835.00**

SP9c	Ea	USDD	**2**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 1,575.00	**$ 1,417.50**	**$ 2,835.00**	
SP9d	Ea	USDD	**2**	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	**$ 34.20**	**$ 68.40**	
SP9e	Ea	USDD	**0**	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	**$ 44.10**	**$ -**	
SP9f	Ea	USDD	**0**	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	**$ 65.70**	**$ -**	
SP11	Ea	TBD	**2**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 287.00	**$ 258.30**	**$ 516.60**	
SP12a	Ea	USDD	**0**	**G2 ROOM REMOTE 2** Module / 2017 version 2	**RR2**	$ 2,025.00	**$ 1,822.50**	**$ -**	
SP12c	Ea	USDD	**0**	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 46.00	**$ 41.40**	**$ -**	
SP12d	Ea	USDD	**0**	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	$ 175.00	**$ 157.50**	**$ -**	
SP15	Ea	USDD	**11**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 325.00	**$ 292.50**	**$ 3,217.50**	
SP16	Ea	USDD	**0**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 325.00	**$ 292.50**	**$ -**	
SP17a	Ea	USDD	**2**	**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	**$ 733.50**	**$ 1,467.00**	
SP17b	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 13.00	**$ 11.70**	**$ -**	
SP17c	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 48.00	**$ 43.20**	**$ -**	
SP17d	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	$ 42.00	**$ 37.80**	**$ -**	
SP18a	Ea	USDD	**17**	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 85.00	**$ 76.50**	**$ 1,300.50**	
SP18b	Ea	USDD	**0**	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 85.00	**$ 76.50**	**$ -**	
SP19	Ea	USDD	**4**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 310.00	**$ 279.00**	**$ 1,116.00**	
SP21	Ea	USDD	**1**	**G2 Strobe Light** / Red LED	**STR**	$ 550.00	**$ 495.00**	**$ 495.00**	
SP20	Ea	USDD	**0**	Transformer, 8ohm to 70V, External	XFMR	$ 53.00	**$ 47.70**	**$ -**	
SP22	Ea	USDD	**0**	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 1,700.00	**$ 1,530.00**	**$ -**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**0**	**Station Installation** (N/A - Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS2	Ea	USDD	**0**	**Station Remediation** (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 3,224.70	**$ 2,902.23**	**$ 2,902.23**	
SS4	Ea	USDD	**1**	**Station Project Management**	**ST-PM**	$ 1,113.51	**$ 1,002.16**	**$ 1,002.16**	
SS5	Ea	USDD	**1**	**Station Engineering / Design Services**	**ST-ES**	$ 394.81	**$ 355.33**	**$ 355.33**	
SS6	Ea	USDD	**1**	**Station Documentation**	**ST-DM**	$ 59.10	**$ 53.19**	**$ 53.19**	

SS7a	Ea	USDD	**0**	**Station Training - Configuration and Equipment. On-Site @ Station.** 4 Hours, 1 Visit. (for Technical Services Staff)	**TRA-UT-O**	$ 4,025.00	**$ 3,622.50**	**$ -**	
SS7b	Ea	USDD	**0**	**Station Training - User/Technician** / Remote Refresh (2 Hours)	**TRA-UT-R**	$ 600.00	**$ 540.00**	**$ -**	
SS8b	Ea	USDD	**0**	**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	**$ 2,812.50**	**$ -**	
SS9	Ea	USDD	**0**	**Miscellaneous/TBD**	**MISC**	$ -	**$ -**	**$ -**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	**1.5**	[**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**	$ 4,255.47	**$ 3,829.92**	5744.8845 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	**0.0**	[**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**	$ 4,255.47	**$ 3,829.92**	**$ -**	

STATION 03		
	System:	**$ 46,867.62**
	Shipping:	**$ 1,318.00**
	Warranty & Support:	**$ -**
	Miscellaneous (if applicable)	**$ -**
	STATION SUBTOTAL:	**$ 48,185.62**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

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

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

US DIGITAL DESIGNS

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

QUOTE

DATE: **1/28/2022**
Expires: **4/28/2022**

Quote SUBMITTED TO:
The City of Twin Falls, Idaho
Twin Falls Fire Department

REF PROPOSAL
ID_TWFA007 v1

Section Totals

SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE $US]

DISPATCH-LEVEL SUBTOTAL		**$**	**49,681.68**
Includes:	PRIMARY DISPATCH G2 FSA SYSTEM :	$	49,681.68
	PRIMARY DISPATCH WARRANTY & SUPPORT :	$	-
	PRIMARY DISPATCH G2 FSA SYSTEM MISC:	$	-
Notes:	**One (1) Dispatch Center System** currently included in this proposal. No backup or disaster-recovery dispatch systems have been requested, assumed or included in this proposal.		
STATION-LEVEL SUBTOTAL		**$**	**98,354.85**
Includes:	STATION 02 SYSTEM:	$	50,169.23
	STATION 02 WARRANTY & SUPPORT:	$	-
	STATION 02 MISC.:	$	-
Includes:	STATION 03 SYSTEM:	$	48,185.62
	STATION 03 WARRANTY & SUPPORT:	$	-
	STATION 03 MISC.:	$	-
Notes:	**Two (2) Station Systems for FS02 and FS03** currently included in this proposal. Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.		
US Digital Designs System Total		**$**	**148,036.53**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. REMITTANCES All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").

2. PROPOSALS This proposal expires 30 days after its date. Prices are subject to correction for error.

3. PROGRESS PAYMENTS USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.

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

5. TAXES All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.

6. LOSS, DAMAGE OR DELAY USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.

7. WARRANTY: USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

   7.1 PRODUCT DEFECTS. If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

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

   7.3 EXCLUSIONS AND LIMITATIONS. USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

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

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

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

9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.

9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.

9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:

9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product 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;

9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;

9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and

9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.

10. Remote Access to System.

a. USDD requires remote network access to the System, including access to Customer's Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer's System with the knowledge and consent of Customer.

b. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:

- System software upgrades
- System software customization
- Network troubleshooting assistance including packet capture and network monitoring on USDD devices
- Detailed log analysis
- Bulk updates to System database tables
- Troubleshooting that requires low-level system access or large file transfer

c. Timely Access. Customers much ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

d. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.

11. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.

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

13. SHIPPING/DELIVERY: Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even thouse detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.

14. CREDIT CARDS: All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.

15. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannnot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

16. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

The City of Twin Falls, Idaho
Twin Falls Fire Department

Project:

G2 Fire Station Alerting System

Two (2) Basic Station Systems for FS01, FS04 & 1 Additional VoiceAlert License

Proposal number:

ID_TWFA008

Revision #

1

[**Pricing Protected** per Public Procurement Authority (PPA0), League of Oregon Cities (LOC), Master Price Agreement (MPA) available to members of National Purchase Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - Contract #VH 1164 - more information available at https://nppgov.com/contract/us-digital-designs]

The Twin Falls Fire Department is Already Member # M-5702666

Quote Date:

28-Jan-2022

Quote Expires:

1-Mar-2022

INSTALLATION BY:

N/A - Installation is not assumed or included by USDD

Installation Training & Certification is inlcuded for TBD

By:

Peter Donkin

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1759 direct

480-290-7892 fax

pdonkin@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

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

QUOTE

DATE: **1/28/2022**
Expires: **4/28/2022**

Quote SUBMITTED TO:
The City of Twin Falls, Idaho
Twin Falls Fire Department

REF PROPOSAL
ID_TWFA008 v1 **STATION-LEVEL**

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.ID_TWFA.ALL STATIONS FS01CB AND FS04CB.FSA.2021.12.22.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,030.00	**$ 927.00**	**$ 927.00**
SL2	Ea/Yr	USDD	24	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX are **offered at $0.00 cost each** as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	**G2-APP-DLI**	$ 108.00	**$ 97.20**	**N/A - Included**

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 21,750.00	**$ 19,575.00**	**$ 19,575.00**
SC2	Kit	USDD	0	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,325.00	**$ 6,592.50**	**$ -**
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	$ 54.00	**$ 48.60**	**$ -**
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	$ 54.00	**$ 48.60**	**$ -**
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	$ 923.00	**$ 830.70**	**$ 830.70**
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 57.00	**$ 51.30**	**$ 51.30**

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	0	Audio Amplifier, External, Standard	AMP	$ 987.00	**$ 888.30**	**$ -**
SP1b	Ea	TBD	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	$ 66.00	**$ 59.40**	**$ -**
SP2	Ea	USDD	0	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 725.00	**$ 652.50**	**$ -**
SP3a	Ea	USDD	0	**G2 HDTV REMOTE** Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR**	$ 975.00	**$ 877.50**	**$ -**
SP3b	Ea	TBD	0	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	**$ 1,239.81**	**$ -**
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	**FPM-U**	$ 107.86	**$ 97.07**	**$ -**
SP4	Ea	USDD	0	**G2 I/O REMOTE** Module w/ 8 In & 8 Out	**IOR**	$ 1,275.00	**$ 1,147.50**	**$ -**
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	$ 110.00	**$ 99.00**	**$ -**
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	$ 110.00	**$ 99.00**	**$ -**
SP7	Ea	USDD	0	**G2 MESSAGE REMOTE 2** Module (2017 Version 2)	**MR2**	$ 1,275.00	**$ 1,147.50**	**$ -**
SP9a	Ea	USDD	0	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 915.00	**$ 823.50**	**$ -**
SP9b	Ea	USDD	0	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,050.00	**$ 945.00**	**$ -**

SP9c	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 1,575.00	**$ 1,417.50**	**$ -**	
SP9d	Ea	USDD	**0**	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	**$ 34.20**	**$ -**	
SP9e	Ea	USDD	**0**	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	**$ 44.10**	**$ -**	
SP9f	Ea	USDD	**0**	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	**$ 65.70**	**$ -**	
SP11	Ea	TBD	**0**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 287.00	**$ 258.30**	**$ -**	
SP12a	Ea	USDD	**0**	**G2 ROOM REMOTE 2** Module / 2017 version 2	**RR2**	$ 2,025.00	**$ 1,822.50**	**$ -**	
SP12c	Ea	USDD	**0**	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 46.00	**$ 41.40**	**$ -**	
SP12d	Ea	USDD	**0**	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	$ 175.00	**$ 157.50**	**$ -**	
SP15	Ea	USDD	**0**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 325.00	**$ 292.50**	**$ -**	
SP16	Ea	USDD	**0**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 325.00	**$ 292.50**	**$ -**	
SP17a	Ea	USDD	**0**	**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	**$ 733.50**	**$ -**	
SP17b	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 13.00	**$ 11.70**	**$ -**	
SP17c	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 48.00	**$ 43.20**	**$ -**	
SP17d	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	$ 42.00	**$ 37.80**	**$ -**	
SP18a	Ea	USDD	**0**	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 85.00	**$ 76.50**	**$ -**	
SP18b	Ea	USDD	**0**	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 85.00	**$ 76.50**	**$ -**	
SP19	Ea	USDD	**0**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 310.00	**$ 279.00**	**$ -**	
SP21	Ea	USDD	**0**	**G2 Strobe Light** / Red LED	**STR**	$ 550.00	**$ 495.00**	**$ -**	
SP20	Ea	USDD	**0**	Transformer, 8ohm to 70V, External	XFMR	$ 53.00	**$ 47.70**	**$ -**	
SP22	Ea	USDD	**0**	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 1,700.00	**$ 1,530.00**	**$ -**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**0**	**Station Installation** (N/A - Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS2	Ea	USDD	**0**	**Station Remediation** (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 3,228.98	**$ 2,906.09**	**$ 2,906.09**	
SS4	Ea	USDD	**1**	**Station Project Management**	**ST-PM**	$ 1,116.72	**$ 1,005.05**	**$ 1,005.05**	
SS5	Ea	USDD	**1**	**Station Engineering / Design Services**	**ST-ES**	$ 394.89	**$ 355.40**	**$ 355.40**	
SS6	Ea	USDD	**1**	**Station Documentation**	**ST-DM**	$ 61.78	**$ 55.60**	**$ 55.60**	

SS7a	Ea	USDD	**0**	**Station Training - Configuration and Equipment. On-Site @ Station.** 4 Hours, 1 Visit. (for Technical Services Staff)	**TRA-UT-O**	$ 4,025.00	**$ 3,622.50**	**$ -**	
SS7b	Ea	USDD	**0**	**Station Training - User/Technician** / Remote Refresh (2 Hours)	**TRA-UT-R**	$ 600.00	**$ 540.00**	**$ -**	
SS8b	Ea	USDD	**1**	**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	**$ 2,812.50**	**$ 2,812.50**	
SS9	Ea	USDD	**0**	**Miscellaneous/TBD**	**MISC**	$ -	**$ -**	**$ -**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	**1.5**	[**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**	$ 2,138.40	**$ 1,924.56**	2886.84 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	**0.0**	[**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**	$ 2,138.40	**$ 1,924.56**	**$ -**	

STATION 01		
	System:	**$ 28,518.63**
	Shipping:	**$ 339.00**
	Warranty & Support:	**$ -**
	Miscellaneous (if applicable)	**$ -**
	STATION SUBTOTAL:	**$ 28,857.63**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

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

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

US DIGITAL DESIGNS

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

QUOTE

DATE: **1/28/2022**
Expires: **4/28/2022**

Quote SUBMITTED TO:
The City of Twin Falls, Idaho
Twin Falls Fire Department

REF PROPOSAL
ID_TWFA008 v1 **STATION-LEVEL**

STATION 04

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.ID_TWFA.ALL STATIONS FS01CB AND FS04CB.FSA.2021.12.22.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	1	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,030.00	**$ 927.00**	**$ 927.00**
SL2	Ea/Yr	USDD	24	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX are **offered at $0.00 cost each** as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	**G2-APP-DLI**	$ 108.00	**$ 97.20**	**N/A - Included**

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 21,750.00	**$ 19,575.00**	**$ 19,575.00**
SC2	Kit	USDD	0	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,325.00	**$ 6,592.50**	**$ -**
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	$ 54.00	**$ 48.60**	**$ -**
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	$ 54.00	**$ 48.60**	**$ -**
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	$ 923.00	**$ 830.70**	**$ 830.70**
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 57.00	**$ 51.30**	**$ 51.30**

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	0	Audio Amplifier, External, Standard	AMP	$ 987.00	**$ 888.30**	**$ -**
SP1b	Ea	TBD	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	$ 66.00	**$ 59.40**	**$ -**
SP2	Ea	USDD	0	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 725.00	**$ 652.50**	**$ -**
SP3a	Ea	USDD	0	**G2 HDTV REMOTE** Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR**	$ 975.00	**$ 877.50**	**$ -**
SP3b	Ea	TBD	0	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	**$ 1,239.81**	**$ -**
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	**FPM-U**	$ 107.86	**$ 97.07**	**$ -**
SP4	Ea	USDD	0	**G2 I/O REMOTE** Module w/ 8 In & 8 Out	**IOR**	$ 1,275.00	**$ 1,147.50**	**$ -**
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	$ 110.00	**$ 99.00**	**$ -**
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	$ 110.00	**$ 99.00**	**$ -**
SP7	Ea	USDD	0	**G2 MESSAGE REMOTE 2** Module (2017 Version 2)	**MR2**	$ 1,275.00	**$ 1,147.50**	**$ -**
SP9a	Ea	USDD	0	**G2 MESSAGE SIGN** (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$ 915.00	**$ 823.50**	**$ -**
SP9b	Ea	USDD	0	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,050.00	**$ 945.00**	**$ -**

SP9c	Ea	USDD	**0**	**G2 MESSAGE SIGN** (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$ 1,575.00	**$ 1,417.50**	**$ -**	
SP9d	Ea	USDD	**0**	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	**$ 34.20**	**$ -**	
SP9e	Ea	USDD	**0**	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	**$ 44.10**	**$ -**	
SP9f	Ea	USDD	**0**	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	**$ 65.70**	**$ -**	
SP11	Ea	TBD	**0**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 287.00	**$ 258.30**	**$ -**	
SP12a	Ea	USDD	**0**	**G2 ROOM REMOTE 2** Module / 2017 version 2	**RR2**	$ 2,025.00	**$ 1,822.50**	**$ -**	
SP12c	Ea	USDD	**0**	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$ 46.00	**$ 41.40**	**$ -**	
SP12d	Ea	USDD	**0**	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	$ 175.00	**$ 157.50**	**$ -**	
SP15	Ea	USDD	**0**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 325.00	**$ 292.50**	**$ -**	
SP16	Ea	USDD	**0**	**G2 SPEAKER - LED Illuminated** - SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$ 325.00	**$ 292.50**	**$ -**	
SP17a	Ea	USDD	**0**	**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	**$ 733.50**	**$ -**	
SP17b	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$ 13.00	**$ 11.70**	**$ -**	
SP17c	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$ 48.00	**$ 43.20**	**$ -**	
SP17d	Ea	USDD	**0**	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	$ 42.00	**$ 37.80**	**$ -**	
SP18a	Ea	USDD	**0**	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$ 85.00	**$ 76.50**	**$ -**	
SP18b	Ea	USDD	**0**	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$ 85.00	**$ 76.50**	**$ -**	
SP19	Ea	USDD	**0**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 310.00	**$ 279.00**	**$ -**	
SP21	Ea	USDD	**0**	**G2 Strobe Light** / Red LED	**STR**	$ 550.00	**$ 495.00**	**$ -**	
SP20	Ea	USDD	**0**	Transformer, 8ohm to 70V, External	XFMR	$ 53.00	**$ 47.70**	**$ -**	
SP22	Ea	USDD	**0**	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 1,700.00	**$ 1,530.00**	**$ -**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**0**	**Station Installation** (N/A - Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS2	Ea	USDD	**0**	**Station Remediation** (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	**ST-INST**	$ -	**$ -**	**$ -**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 3,228.98	**$ 2,906.09**	**$ 2,906.09**	
SS4	Ea	USDD	**1**	**Station Project Management**	**ST-PM**	$ 1,116.72	**$ 1,005.05**	**$ 1,005.05**	
SS5	Ea	USDD	**1**	**Station Engineering / Design Services**	**ST-ES**	$ 394.89	**$ 355.40**	**$ 355.40**	
SS6	Ea	USDD	**1**	**Station Documentation**	**ST-DM**	$ 61.78	**$ 55.60**	**$ 55.60**	

SS7a	Ea	USDD	**0**	**Station Training - Configuration and Equipment. On-Site @ Station.** 4 Hours, 1 Visit. (for Technical Services Staff)	**TRA-UT-O**	$ 4,025.00	**$ 3,622.50**	**$ -**	
SS7b	Ea	USDD	**0**	**Station Training - User/Technician** / Remote Refresh (2 Hours)	**TRA-UT-R**	$ 600.00	**$ 540.00**	**$ -**	
SS8b	Ea	USDD	**0**	**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	**$ 2,812.50**	**$ -**	
SS9	Ea	USDD	**0**	**Miscellaneous/TBD**	**MISC**	$ -	**$ -**	**$ -**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	**1.5**	[**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**	$ 2,138.40	**$ 1,924.56**	2886.84 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	**0.0**	[**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**	$ 2,138.40	**$ 1,924.56**	**$ -**	

STATION 04		
	System:	**$ 25,706.13**
	Shipping:	**$ 339.00**
	Warranty & Support:	**$ -**
	Miscellaneous (if applicable)	**$ -**
	STATION SUBTOTAL:	**$ 26,045.13**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

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

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

US DIGITAL DESIGNS

QUOTE

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

DATE: **1/28/2022**
Expires: **4/28/2022**

Quote SUBMITTED TO:
The City of Twin Falls, Idaho
Twin Falls Fire Department

REF PROPOSAL
ID_TWFA008 v1 **STATION-LEVEL**

VOICEALERT LICENSE FOR TRAINING FACILITY

For one (1) additional location to receive automated VoiceAlerts.

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	**1**	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,030.00	**$ 927.00**	**$ 927.00**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	**1.5**	[**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**	$ 92.70	**$ 83.43**	125.145 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	**0.0**	[**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**	$ 92.70	**$ 83.43**	**$ -**	

VOICEALERT LICENSE FOR TRAINING FACILITY		
	System:	**$ 927.00**
	Shipping:	**$ -**
	Warranty & Support:	**$ -**
	Miscellaneous (if applicable)	**$ -**
	STATION SUBTOTAL:	**$ 927.00**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

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

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

US DIGITAL DESIGNS

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

QUOTE

DATE: **1/28/2022**
Expires: **4/28/2022**

Quote SUBMITTED TO:
The City of Twin Falls, Idaho
Twin Falls Fire Department

REF PROPOSAL
ID_TWFA008 v1

Section Totals

SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE $US]

STATION-LEVEL SUBTOTAL		**$**	**55,829.77**
Includes:	STATION 01 SYSTEM:	$	28,857.63
	STATION 01 WARRANTY & SUPPORT:	$	-
	STATION 01 MISC.:	$	-
Includes:	STATION 04 SYSTEM:	$	26,045.13
	STATION 04 WARRANTY & SUPPORT:	$	-
	STATION 04 MISC.:	$	-
Includes:	VOICEALERT LICENSE FOR TRAINING FACILITY:	$	927.00
	VOICEALERT LICENSE FOR TRAINING FACILITY WARRANTY & SUPPORT:	$	-
	VOICEALERT LICENSE FOR TRAINING FACILITY MISC.:	$	-

Notes: **Two (2) Station Systems for FS01 & FS04, one (1) additional VoiceAlert License and installation training for department staff or local installer** currently included in this proposal. Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.

US Digital Designs System Total $ 55,829.77

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. REMITTANCES All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").

2. PROPOSALS This proposal expires 30 days after its date. Prices are subject to correction for error.

3. PROGRESS PAYMENTS USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.

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

5. TAXES All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.

6. LOSS, DAMAGE OR DELAY USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.

7. WARRANTY: USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

   7.1 PRODUCT DEFECTS. If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

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

   7.3 EXCLUSIONS AND LIMITATIONS. USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

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

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

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

9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.

9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.

9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:

9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product 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;

9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;

9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and

9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.

10. Remote Access to System.

a. USDD requires remote network access to the System, including access to Customer's Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer's System with the knowledge and consent of Customer.

b. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:

- System software upgrades
- System software customization
- Network troubleshooting assistance including packet capture and network monitoring on USDD devices
- Detailed log analysis
- Bulk updates to System database tables
- Troubleshooting that requires low-level system access or large file transfer

c. Timely Access. Customers much ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

d. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.

11. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.

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

13. SHIPPING/DELIVERY: Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even thouse detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.

14. CREDIT CARDS: All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.

15. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannnot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

16. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

Elite Surveillance LLC
3417 Summit Run Trail
Idaho Falls, ID 83404 US
208.557.8539
zhomeslice@gmail.com

Estimate

ADDRESS
Les Kenworthy
Twin Falls Fire Department
345 2nd Ave E, Twin Falls, ID
83301

ESTIMATE # 1387
DATE 02/04/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	This estimate is based on total item counts provided by USDD. Installation of the following devices for stations 1 Total Qty) Description 1) G2 ATX STATION CONTROLLER 1) G2 UPS (G2-UPS) Connected to the existing PA System The Price is assuming that we can install this at the same time we are installing the systems at the other locations. If this requires a standalone visit additional costs for overnight stay may be added. Includes estimated installation labor, travel, rentals, and Parts that would meet the requirements for the installation. As additional information and changes are acquired, adjustments may occur on the final total	1	1,062.50	1,062.50

TOTAL **$1,062.50**

Accepted By

Accepted Date

Elite Surveillance LLC
3417 Summit Run Trail
Idaho Falls, ID 83404 US
208.557.8539
zhomeslice@gmail.com

Estimate

ADDRESS
Les Kenworthy
Twin Falls Fire Department
345 2nd Ave E, Twin Falls, ID
83301

ESTIMATE # 1388
DATE 02/04/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	This estimate is based on total item counts provided by USDD. Installation of the following devices for stations 4 Total Qty) Description 1) G2 ATX STATION CONTROLLER 1) G2 UPS (G2-UPS) Connected to the existing PA System The Price is assuming that we can install this at the same time we are installing the systems at the other locations. If this requires a standalone visit additional costs for overnight stay may be added. Includes estimated installation labor, travel, rentals, and Parts that would meet the requirements for the installation. As additional information and changes are acquired, adjustments may occur on the final total	1	1,062.50	1,062.50

TOTAL **$1,062.50**

Accepted By

Accepted Date

Elite Surveillance LLC
3417 Summit Run Trail
Idaho Falls, ID 83404 US
208.557.8539
zhomeslice@gmail.com

Estimate

ADDRESS
Les Kenworthy
Twin Falls Fire Department
345 2nd Ave E, Twin Falls, ID
83301

ESTIMATE # 1390
DATE 02/04/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Wiring up Customer provided Speakers and amplifier 6) SPEAKER Includes estimated installation labor, travel, rentals, and Parts that would meet the requirements for the installation. As additional information and changes are acquired, adjustments may occur on the final total (Notes: 2 man crew, 1 overnight, unknown Speaker sizes and types)	1	1,650.00	1,650.00

TOTAL **$1,650.00**

Accepted By

Accepted Date

Date: Monday, February 14, 2022

To: Honorable Mayor and City Council

From: Travis Rothweiler

ACTION ITEM

Request:

Consideration of a request to approve a lease purchase agreement for a fire pumper truck in the amount of $728,832 between the City of Twin Falls and Zions Bancorporation, N.A.

Time Estimate:

The estimated amount of time for this hearing is 10 minutes, with additional time for Council questions and public input.

Background:

On January 24, 2022, the City Council approved a new Pierce PUC Enforcer Pumper using a Cooperative Purchasing Program, with additional equipment up to $765,000 and the intent of executing a lease purchase agreement for financing. City staff have worked with multiple local banks to find the best option available to the City, with a low interest rate, 5-year term, and no prepayment penalties. Zions Bancorporation has offered us a lease purchase agreement with 1.91% interest, payments to begin annually on March 1st, 2023, ending on March 1st, 2027, and no prepayment penalty. The intent is for the City to make the annual lease payments of $154,224.15 until we have enough funds to dedicate to the entire principal amount.

Approval Process:

The City Council would need to vote to authorize staff to sign the lease purchase agreement in the amount of $728,832 between the City of Twin Falls and Zions Bancorporation, N.A.

Budget Impact:

The City would be required to pay annual payments of $154,224.15 for the next 5 years, beginning on March 1st, 2023 and ending March 1st, 2027. Total interest for 5 years would equal $42,288.75 if not paid off early.

Regulatory Impact:

There is no regulatory impact.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that Council approve this request and authorize the Finance Team to move forward to sign this lease purchase agreement.

Attachments:

1. Lease Purchase Agreement
2. Exhibit A Description of Equipment
3. Exhibit B Resolution of Governing Body
4. Exhibit C Payment Schedule

LEASE PURCHASE AGREEMENT

This equipment lease purchase agreement (the "Lease") dated as of March 1, 2022, by and between ZIONS BANCORPORATION, N.A., One South Main Street, 18th Floor, Salt Lake City, Utah 84133 ("Lessor"), and CITY OF TWIN FALLS, IDAHO, 203 Main Avenue East, Twin Falls, ID 83301. ("Lessee"), a body politic and corporate existing under the laws of the State of Idaho. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

(i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;

(ii) Invoice of the Vendor of such item of Equipment; and

(iii) Lessee has secured a performance bond as required by Section 6.1(r).

Upon delivery of the Equipment, Lessee shall promptly deliver to the Lessor, a Delivery and Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such items of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which

Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

"*Business Day*" shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Idaho and Utah are closed.

"Code" means the Internal Revenue Code of 1986, as amended.

"*Commencement Date*" shall mean the date when the term of this Lease begins and Lessee's obligation to pay rent accrues, as set forth in Section 3.1.

"*Equipment*" shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit "A."

"*Governing Body*" means the governing body of the Lessee

"*Greater Boise*" shall refer to the Idaho Supreme Court decision, *Greater Boise Auditorium Dist. v. Frazier*, NO. 43704, 2015 WL 6080521 (Idaho Oct. 15, 2015).

"*Lessee*" shall mean City of Twin Falls, Idaho.

"*Lessor*" shall mean ZIONS BANCORPORATION, N.A., Salt Lake City, Utah, its successors and assigns.

"*Notice of Intent to Renew*" shall mean the Lessee's notice of intent to renew this Lease for a Renewal Term, as required by Section 3.2 of this Lease.

"*Option Purchase Price*" shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

"*Original Term*" shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

"Principal Outstanding" means the remaining unpaid principal outstanding under this Lease as specified on Exhibit "C" attached hereto.

"*Renewal Terms*" shall mean all of the additional periods of one year (coextensive with Lessee's fiscal year) for which this Lease shall be effective in the event of renewal of the Lease as provided in Article III.

"Rental Payment Date" means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit "C" attached hereto.

"*Rental Payments*" means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

"*Term*" or "*Term of this Lease*" shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

"*Vendor*" shall mean the manufacturer of the Equipment and the manufacturer's agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 Commencement. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

_____ the date the Vendor receives full payment for the Equipment from Lessor.

X_____ March 1, 2022.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation.* This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). The Lessee may, in its sole discretion, and when and if it duly budgets and appropriates funds therefor from revenues legally available to it for the ensuring fiscal year, renew this Lease by giving notice of intent to renew ("Notice of Intent to Renew") to the Lessor, in which case, the Lease shall be extended for an additional period of one year coextensive with Lessee's fiscal year (each, a "Renewal Term"). Each Renewal Term shall commence on October 1, of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30, of the following calendar year.

Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the type of equipment which is the subject of this Lease for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for

any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original Term or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise result in the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds and provide a Notice of Intent to Renew to continue the leasing of the Equipment for the ensuing Renewal Term;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;

(c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination.* Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor by loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding

any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee*. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness or liability of the Lessee under Article VIII Section 3 of the Idaho Constitution, or within any Idaho statutory provisions, or any other requirement applicable to the Lessee concerning the creation of indebtedness, including the law as established in *Greater Boise* . The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase of Equipment

Section 5.1 *Option Purchase Price*. On any Business Day on or after March 1, 2022, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

Section 5.2 *Manner of Exercise of Option*. To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the "Closing Date"), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option*. Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rental Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase*. Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the delivery provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, and Warranties of Lessee and Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a body politic and corporate, duly organized and existing under the Constitution and laws of the State of Idaho.

(b) Lessee is authorized by the Constitution and laws of the State of Idaho to enter into this Lease and to effect all of Lessee's obligations hereunder. The Governing Body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.

(c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.

(d) The Governing Body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."

(e) The letter attached to this Lease as Exhibit "D" is a true opinion of special counsel.

(f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with the respect to the Equipment.

(g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.

(j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

(1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had

been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code;

(2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;

(3) in order to preserve the status of this Lease as other than a "private activity bond" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such "private business use" or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;

(4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.

(k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to the date hereof.

(m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038–G or 8038–GC, as appropriate.

(n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee's request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor's only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit "A." Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or*

covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the Equipment, or by any use of the Equipment, whatsoever. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

(o) During the Original Term, or any Renewal Terms, of this Lease, Lessee covenants and agrees that (1) the decision to renew or not renew this Lease shall be made solely by the Governing Body and not by any other officers or officials acting on behalf of the Lessee, and (2) the appropriate officers of the Lessee charged with the responsibility of formulating budget proposals will include in the budget proposals submitted to the Governing Body, in any year in which this Lease shall be in effect, items for all payments required for the ensuing Renewal Term under this Lease. However, the inclusion of Renewal Term Rental Payments in budget proposals shall not limit the sole discretion of the Governing Body whether to renew the Lease.

(p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease

(q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

(r) At the date of execution of this Lease, Lessee has secured a performance bond in form and substance satisfactory to the Lessor in connection with the construction of the Equipment. Such performance bond shall name the vendor of the Equipment as principal and the Lessor as a surety. Lessee shall keep such performance bond in effect until the Equipment is delivered to and accepted by it and Lessee provides a completed, executed copy of the Delivery and Acceptance Certificate attached as Exhibit "E".

Section 6.2 *Representations, Covenants and Warranties of Lessor*. Lessor represents, covenants, and warrants as follows:

(a) During the Original Term, or any Renewal Terms, of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.

(b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII

Events of Default and Remedies

Section 7.1 *Events of Default Defined*. The following shall be "events of default" under this Lease and the terms, "event of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default.* Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease. In the event that the Lease is terminated and the purchase price, rent or other amounts paid by such subsequent purchaser, lessee or sublessee exceeds the value of the Equipment and costs of such sale, lease, or sublease, such funds in excess of the value of the Equipment and costs shall be remitted to the Lessee; and

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment of Taxes, Fees, Permits, and Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees.* Subject to the provisions of Section 11.19 hereof, Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the Original Term, or any Renewal Terms, of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, and Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d)), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, and Damage to or Destruction of the Equipment

Section 10.1 *Indemnification*. Subject to the provisions of Section 11.19 hereof, Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease, or from Lessor's willful or wanton misconduct.

Section 10.2 *Insurance*. Lessee, at Lessor's option, will either self-insure, or at its cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid for the Equipment), and public liability insurance with respect to the Equipment in the amounts required by law, but in no event with a policy limit less than $1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 10.3, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor in an amount equal to the then outstanding principal and accrued interest components of the Rental Payments at the time of such damage or destruction. Lessee will deliver to Lessor the policies or evidences of insurance or self-insurance satisfactory to Lessor, together with receipts for the applicable premiums before the Equipment is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this

Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee.* Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee; (2) as part of any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) as part of any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand, subject to the provisions of Section 11.19 hereof.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

(a) if to Lessee, at City of Twin Falls, Idaho, 203 Main Avenue East, Twin Falls, ID 83301, Attention: Breanna Howard.

(b) if to Lessor, at ZIONS BANCORPORATION, N.A., One South Main Street, 17th Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment.* All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Idaho law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Idaho.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set–off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Rate on Overdue Rental Payments*. In the event the Lessee should fail to make any of the Rental Payments required hereunder, the Rental Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount

was originally payable at the rate equal to the original interest rate payable with respect to such Rental Payments.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set–Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set–up fee of $0.00 on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax–exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax–exempt interest. Lessee reasonably anticipates that the total amount of tax–exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed $10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits “A” through “F,” inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

Section 11.19 *Limitation of Lessee’s Obligations.* Lessee’s obligations hereunder for indemnification or any other obligations in excess of Rental Payments are subject to the limitations as set forth in *Greater Boise.*

EXHIBITS

Exhibit A ..... Description of Equipment
Exhibit B ..... Resolution of Governing Body
Exhibit C ..... Payment Schedule
Exhibit D ..... Opinion of Special Counsel
Exhibit E ..... Delivery and Acceptance Certificate

[Signature page to follow]

This Lease is hereby executed this _____ day of _____, 2022.

Lessor:

ZIONS BANCORPORATION, N.A.

By _____

Name _____

Lessee:

CITY OF TWIN FALLS, IDAHO

By _____

Name _____

,

EXHIBIT A

Description of Equipment

Quantity Description/Serial Numbers

Quantity	Chassis / Body Type – Description	Price per Unit
One (1)	Pierce Enforcer PUC Pumper KB765 Stock 37534	$748,009.00
Less	Chassis progress payment discount	(10,784.00)
Less	Payment upon completion at factory discount	(7,387.00)
Less	100% prepayment with contract discount	(1,006.00)
	TOTAL	**$728,832.00**

VIN # _____

_____

Initials of Lessee Signatory

A resolution approving the form of the Lease Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah. Finding that it is in the best interests of Twin Falls, Idaho to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the City Council (the "Governing Body") of Twin Falls, Idaho has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Lease Purchase Agreement and has found the terms and conditions thereof acceptable to Twin Falls, Idaho; and

Whereas, the Governing Body has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Lease Purchase Agreement.

Be it resolved by the Governing Body of Twin Falls, Idaho as follows:

Section 1. The terms of said Lease Purchase Agreement are in the best interests of Twin Falls, Idaho for the leasing of the equipment described therein.

Section 2. The _____ (title) and _____ (title) are hereby authorized to execute and deliver the Lease Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Purchase Agreement for and on behalf of Twin Falls, Idaho.

Section 3. The officers of the Governing Body and Twin Falls, Idaho are hereby authorized and directed to fulfill all obligations under the terms of the Lease Purchase Agreement.

Adopted and approved this _____ day of _____, 2022.

By _____

Its _____

Attest:

By _____

Its _____

[S E A L]

STATE OF IDAHO)
:ss.
COUNTY OF TWIN FALLS)

I, hereby certify that I am the duly qualified and acting _____ of Twin Falls, Idaho.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the City Council including a Resolution adopted at said meeting held on February 14, 2022, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2022.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of this _____ day of _____, 2022.

By _____

Its _____

[S E A L]

STATE OF IDAHO)
:ss.
COUNTY OF TWIN FALLS)

I, _____, the duly qualified _____of Twin Falls, Idaho, do hereby certify:

(a) that:

In accordance with the requirements of Idaho Code §§ 74-201 through 74-208, as amended ("Idaho Open Meeting Law"), public notice of the City Council Meeting of the Governing Body of Twin Falls, Idaho on February 14, 2022, was given, specifying the date, time and place of the meeting in accordance with Idaho Open Meeting Law.

In witness whereof, I have hereunto set my hand and affixed the official seal of Twin Falls, Idaho this _____ day of _____, 2022.

By _____

Its _____

[S E A L]

EXHIBIT C

Payment Schedule

Lessee: Twin Falls, Idaho

Date of Lease: March 1, 2022

Amount Due: $728,832.00

1. Interest has been computed at the rate of 1.91% per annum. Interest shall accrue from the Commencement Date.

2. Rental Payments shall be due March 1, commencing March 1, 2023. The payments set forth on the debt service schedule below (which lists separately principal, interest, and total Rental Payments), should the Lessee renew the Lease for 6 Renewal Terms, shall be due on the 1st day of March, up to and including March 1, 2027.

3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

Date	Principal	Coupon	Interest	Total P+I
03/01/2022	-	-	-	-
03/01/2023	140,303.46	1.910%	13,920.69	154,224.15
03/01/2024	142,983.25	1.910%	11,240.90	154,224.15
03/01/2025	145,714.23	1.910%	8,509.92	154,224.15
03/01/2026	148,497.38	1.910%	5,726.77	154,224.15
03/01/2027	151,333.68	1.910%	2,890.47	154,224.15
Total	**$728,832.00**	-	**$42,288.75**	**$771,120.75**

Initials of Lessee Signatory

Date: Monday, February 14, 2022

To: Honorable Mayor and City Council

From: Mitch Humble

ACTION ITEM

Request:

A request to create the position of Planning & Zoning Technician to assist with the City's Community Development Block Grant program administration.

Time Estimate:

The presentation will take about five minutes. Some additional time may be necessary for discussion.

Background:

In the Fall of 2019, the City Council approved a request to participate in the Community Development Block Grant (CDBG) program from the Federal Housing and Urban Development Department (HUD). Participation in the CDBG program means that the City will receive direct grants from HUD each year to spend on projects or programs related to affordable housing, homelessness, or associated infrastructure. The City then prepared and adopted a Consolidated Plan and two Annual Action Plans that help determine our specific goals for this funding. HUD permits cities to use up to 20% of their annual grant allocation for program administration. In both our Annual Action Plans, the City approved the use of this 20% program administration allowance to pay for staffing costs associated with the program. We have shared with the Council that our plan is to hire a program administrator position, since the current City staff do not have the full capacity to take on the additional duties of this program. We are now at the point where we are prepared to move forward with this position.

The Planning & Zoning Department has been tasked with overseeing the CDBG program. Planning & Zoning Director Jonathan Spendlove will oversee the program, and Planner Ian Zollinger will perform the planning and project management functions associated with the program. We anticipate this new position taking care of the more technical and administrative tasks, such as grant reporting, documentation, program compliance, and other recording duties. We have prepared a job description and have requested that our personnel consulting firm, Ameriben, review and grade the position. We feel that the position will be necessary to successfully implement our new CDBG program in compliance with all the applicable Federal regulations. Staff supports this request to create this new position and recommends that the City Council approve this request.

Approval Process:

A simple majority vote of the Council is needed to approve this request.

Budget Impact:

The FY2022 budget includes $361,790 in CDBG grant revenue, with 20% of that amount, or $72,358, going toward program administration. Should the Council approve this request, we estimate the fully burdened annual cost of the position to be about $83,500, depending on grading from Ameriben. Since we are proceeding with this position one third of the way through the fiscal year, this year's cost for the position is estimated to be $55,110. The FY2022 budget includes enough money to cover the cost of adding this position. However, we will need to include the full annual cost of the position in the FY2023

budget. We do not yet know how much next year's CDBG grant will be, so we do not know how much, if any, general fund money we will need to supplement the program administration costs.

Regulatory Impact:

Should the Council approve this request, staff will begin the recruitment and hiring process to fill this position.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve this request to create the position of Planning & Zoning Technician to assist with the City's Community Development Block Grant program administration.

Attachments:

None

Date: Monday, February 14, 2022

To: Honorable Mayor and City Council

From: Travis Rothweiler

ACTION ITEM

Request:

A request to approve a release of a promissory note between the City and the Urban Renewal Agency for a previous transfer of real property from the City to the Agency.

Time Estimate:

The presentation for this item will take about ten minutes. Some additional time for discussion may be needed.

Background:

In 2016, Lamb Weston approached the City with a request to take over the ownership and operation of the waste water pretreatment facility that serves their local plant. The City owned and operated the pretreatment facility at the time. Lamb Weston indicated that if they could control the pretreatment facility, it would allow them to make significant upgrade and expansion improvements to their local plant. The City worked with the Urban Renewal Agency (URA) as a partner to facilitate Lamb Weston's request. The City sold the pretreatment facility to the URA, then the URA transferred it to Lamb Weston in exchange for their expansion investments into the local plant. The transfers occurred, and Lamb Weston invested millions of dollars expanding their local plant. In that deal, the URA agreed to pay the City $6 million for the purchase of the plant. The URA made an initial payment of $1 million. They have since made two subsequent $1 million payments, for a total of $3 million. The URA still owes the City $3 million more for their 2017 purchase of the pretreatment plant.

The URA is currently going through its planning efforts to close the downtown revenue allocation area. As part of that effort, the URA needs to decide how to dispose of several parcels of real property that they own in that area. The URA would like to transfer some of their properties, about 30.1 acres, to the City in lieu of making the remaining $3 million payment. Attached is an exhibit showing the parcels that the URA is proposing to transfer to the City. The parcels included are all adjacent to existing City property and would have value if they were City-owned. The URA Board met earlier today to consider this request. Staff supports this request, and recommends that the Council approve the request as presented.

Approval Process:

A simple majority vote of the Council is needed to approve this request.

Budget Impact:

Should the Council approve this request, the City would forgo receiving the final $3 million payment from the URA and receive 30.1 acres of real property in lieu of the payment as described above. The FY2022 budget does not include the $3 million as revenue, so there is no actual FY2022 budget impact.

Regulatory Impact:

If the Council approves this request, the Urban Renewal Agency will transfer ownership of the real properties discussed herein, in lieu of additional monetary payments, for their acquisition of property from the City in 2017.

History:

N/A

Analysis:

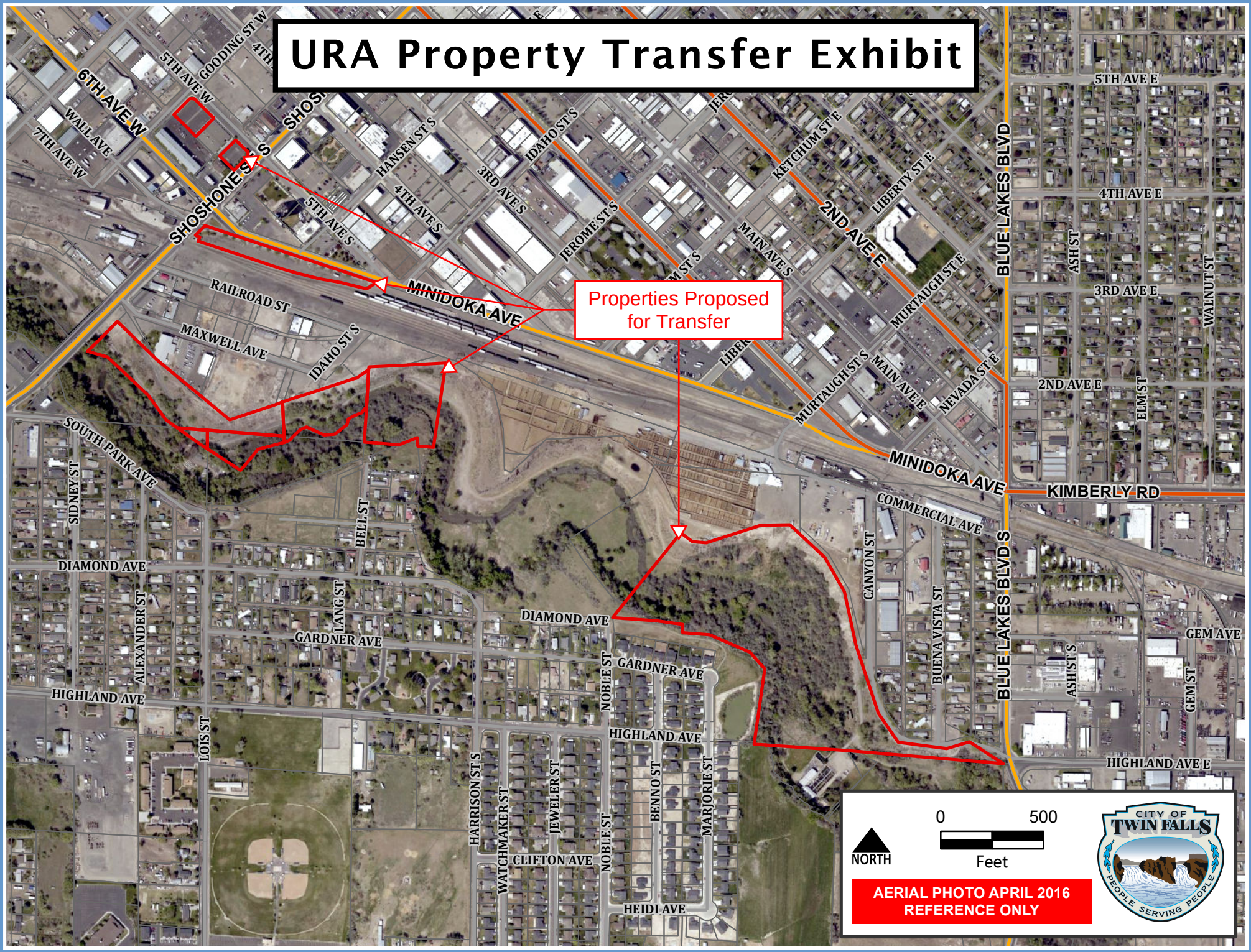
N/A

Conclusion:

Staff recommends that the Council approve the release of promissory note between the City and the Urban Renewal Agency as proposed.

Attachments:

1. URA Transfer Exhibit
2. URA Transfer to City - List of Properties
3. Release of Promissory Note (EB 2.1.22 rev to City 1.31.22)


URA Property Transfer Exhibit
Properties Proposed for Transfer
6TH AVE W
5TH AVE W
GOODING ST W
WALL AVE
7TH AVE W
SHOSHONE ST S
HANSEN ST S
IDAHO ST S
3RD AVE S
4TH AVE S
5TH AVE S
JEROME ST S
MAIN AVE S
KETCHUM ST E
LIBERTY ST E
2ND AVE E
MURTAUGH ST E
BLUE LAKES BLVD
5TH AVE E
4TH AVE E
3RD AVE E
2ND AVE E
ASH ST
WALNUT ST
ELM ST
NEVADA ST E
MINIDOKA AVE
RAILROAD ST
MAXWELL AVE
SOUTH PARK AVE
SIDNEY ST
BELL ST
DIAMOND AVE
ALEXANDER ST
LANG ST
GARDNER AVE
HIGHLAND AVE
LOIS ST
NOBLE ST
HARRISON ST S
WATCHMAKER ST
JEWELER ST
BENNO ST
MARJORIE ST
CLIFTON AVE
HEIDI AVE
COMMERCIAL AVE
CANYON ST
BUENA VISTA ST
KIMBERLY RD
GEM AVE
GEM ST
HIGHLAND AVE E
NORTH
0
500
Feet
AERIAL PHOTO APRIL 2016
REFERENCE ONLY
CITY OF TWIN FALLS
PEOPLE SERVING PEOPLE

URA Transfer to City – List of Properties

RP #	Owner	Property Area in Square Feet
RPT00107166612	Urban Renewal Agency of TF	81216.12
RPT00107166005	Urban Renewal Agency of TF	64646.85
RPT00107166145	Urban Renewal Agency of TF	150514.72
RPT00107166620	Urban Renewal Agency of TF	137559.97
RPT0001153001D	Urban Renewal Agency of TF	18637.48
RPT0001153007A	Urban Renewal Agency of TF	10886.45
RPT00107210600	Urban Renewal Agency of TF	802042.37
RPT5061009000A	Urban Renewal Agency of TF	7043.30
RPT00107212550	Urban Renewal Agency of TF	40341.28
		1,312,888.54 (30.14 Acres)

RELEASE OF PROMISSORY NOTE

Effective Date: _____, 2022

In consideration of full payment of a 2017 Promissory Note in the principal amount of FIVE MILLION DOLLARS ($5,000,000.00) ("Promissory Note") by and between the CITY OF TWIN FALLS, IDAHO, a municipal corporation ("Lender"), with an address of 203 Main Ave. E, Twin Falls, Idaho, and the URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, an independent body politic and corporate ("Borrower"), with an address of 203 Main Ave. E, Twin Falls, Idaho, consisting of payments made by Borrower to Lender on September 30, 2019 and September 3, 2020 for a combined amount of $2,000,000, plus the conveyance of certain real property identified in the Special Warranty Deed executed concurrently herewith, and to be recorded by Lender in the records of Twin Falls, County, Idaho, conveying real property to Lender, Lender releases and discharges Borrower from any claims, liabilities, or obligations, in law or in equity, whether known or unknown, arising from the Promissory Note, and the execution and delivery thereof.

The signature below signifies that this release is binding upon Lender and Lender's successors, legal representatives, executors and assigns.

Lender warrants that the Promissory Note has not been assigned, ceded, transferred or sold to a third party and warrants its authority as the Promissory Note holder to issue this Release of Promissory Note.

CITY OF TWIN FALLS, IDAHO

By: _____
Ruth Pierce, Mayor