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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between Keylite Power & Lighting Corp. (“Keylite”), with its principal place of business at 12312 SW 128th Court, Unit 107 Miami, FL 33187, Honeywell International Inc. through its US Digital Designs group (“USDD”) with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the following entity (“City”):

City of Oakland Park Fire Rescue
Stephen Krivjanik, Fire Chief
Fire Rescue Department
599 NE 38th St.
Oakland Park, FL 33334

1. Recitals.

- a. Keylite entered into a contract (the “Prime Contract”) with Broward County, Florida, for the provision, in part, of USDD’s Phoenix G2 Fire Station Alerting System (the “System” as more fully defined below) to County’s Dispatch Centers and Dispatch Customers.
- b. The City acquired the System either pursuant to provisions of the Prime Contract, or independently from Keylite or other authorized reseller of the System, and will require software maintenance and hardware repair services for the System after expiration of the warranty period.
- c. USDD as the manufacturer, is the only entity able to provide the required software and hardware maintenance and repair, and has agreed to provide service System pursuant to the terms, conditions and limitations of this Agreement.
- d. Keylite has agreed to provide Enhanced Services (as defined below) that may be required under the Prime Contractor offered to City as part of an independent sale, and to provide service, maintenance and support for components that are not part of the System, but purchased in connection with the System.
- e. Keylite and USDD have agreed to provide the services to City’s System pursuant to the terms, conditions and limitations of this Agreement.
- f. In consideration of the foregoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.

2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Additional Services” shall have the meaning set forth in Section 7, below;



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- b. "Annual Fee" shall mean the total of the annual fee charged by Keylite for Services.
- c. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- d. "Commencement Date" shall be October 1, 2026.
- e. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to City by USDD through Keylite, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- f. "Emergency Support" means telephone access for City's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.
- g. "Enhanced Services" shall mean the support and maintenance services to be provided by Keylite, and more specifically set forth in Section 8 below;
- h. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.
- i. "Services" shall have the meaning set forth in Section 3, below;
- j. "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 City by USDD;
- k. "System" means all Hardware and Software purchased by City either directly from USDD or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by City as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation City's computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to City directly by USDD;
- l. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 12, below.

3. **USDD Scope of Services.** During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:



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- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. Emergency Support, available 24 hours per day, for City's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under USDD's warranty applicable to the Hardware) subject to USDD's Return Material Authorization ("RMA") Process described below; and
- g. Ground shipping for the return of repaired Hardware.

Any services to be provided pursuant to the service option chosen by End User as set forth in Section 11 not specifically cited above to be performed by USDD, and any Enhanced Services shall be the sole responsibility of Keylite.

4. **Claims.** Prior to requesting Services, City is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, City must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's website: <http://stationalerting.com/service-support/>. City 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.

5. **Advance Replacement of Hardware.** If a Hardware component requires repair during the Term, Keylite or City shall initiate the RMA process as described below. Upon approval, USDD will cause shipment of a replacement Hardware component to City prior to the defective Hardware component being returned to USDD for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the City's property and the replaced item becomes the property of USDD. Replaced Hardware provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If Keylite or City makes a claim for an advanced replacement of a Hardware component during the Term, City and/or Keylite shall provide USDD with the



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Hardware component model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Hardware, shipped postage paid ground shipping to the address provided by City. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that City or Keylite is returning. The original hardware must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause City to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. City understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

8. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the City's misuse or neglect of the System, damage arising from City's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at City's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services at any time when City is in breach of any obligation to USDD under this Agreement or any other contract.

9. **Additional Services by USDD.** Except for the Services, all other acts or performances requested or required of USDD by City ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by City under this Agreement. Additional Services shall include (without limitation) City's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. City shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.



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10. **Enhanced Services.** In addition to the Services to be performed by USDD under this Agreement, in connection with the Purchase Order(s) or other purchasing documents, Keylite shall perform the following services ("Enhanced Services"):

- a. Technical service work and support, mileage, and parts 24/7/365 to maintain the above equipment to its original manufacturer's specifications as long as parts and support are provided by the original manufacturer.
- b. On-site support of installed hardware, assisting USDD by replacing with provided spares if available or replacement hardware from USDD as needed.
- c. On-site support for radio interfaced to USDD for over-the-air dispatch notification.

11. **City Facilitation of Services.** In order to facilitate USDD's delivery of the services, City will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The City will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. In the absence of the designated System Administrator, USDD will contact Keylite. Without limiting the foregoing, City will be responsible for the following:

- a. Remote network access to the City's System, including its Communications Gateways (if applicable), Station Controllers, and other USDD-supplied equipment through VPN using Secure Shell (SSH) to perform implementation and support tasks under this Agreement. USDD will only access City's System with the knowledge and consent of City.
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "City 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 City Equipment, including the replacement of UPS batteries as necessary;
- d. The correct use of the System in accordance with USDD's operating instructions; and
- e. The security and integrity of the System.

12. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, City may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of City's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual Fee" (as defined below).



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This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Either party may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If the Breaching party fails to cure the breach within 30 days, this Agreement may be terminated. Notwithstanding the foregoing, USDD or Keylite may terminate this Agreement immediately upon non-payment of any undisputed sum (except for any prepayment services or hardware not received) due from City under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Keylite and to USDD shall be non-refundable.

13. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a “Due Date”), City shall pay Keylite an Annual Fee in advance for the Services and Enhanced Services to be delivered hereunder.

✓	Service Options, A: Premium Support; B: Standard Support; <u>or</u> C: Basic Support. Check the box to the left to indicate the level of support applicable here.
_____	Option A: Premium Support includes: 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes 24/7/365 2 hours onsite response, +4 hours uptime guarantee; Includes all active parts and equipment supplied to repair or replace; Includes all station wiring, connectors; Includes batteries; Includes annual on-site test and optimization; Includes software maintenance. Includes onsite software upgrades as necessary; Includes annual remedial training class if necessary includes annual engineering review Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement; Includes priority restoration service, external antenna wind.
_ ✓	Option B: Standard Support includes 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes 24/7/365 2 hours onsite response, +4 hours uptime guarantee; Includes all parts and active equipment supplied to repair or replace; Includes software maintenance; Includes onsite software upgrades as necessary Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement.
_____	Option C: Basic Support includes: 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes remote software maintenance, upgrades; Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement; On-site field labor rates per contract (\$105 per hour year 1, CPI annual escalator) plus return mileage for onsite work



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City shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Annual Fees are nonrefundable.

City acknowledges that the Annual Fees referenced herein covers only Hardware and Software purchased pursuant to its initial Purchase Order(s) or other purchasing documents. In the event City purchases additional Hardware and Software during the Term of this Agreement to be used with the System, upon expiration of the warranty on such additional Hardware and Software, City, USDD and/or Keylite may enter into separate Service Agreements for such additional Hardware and Software, or include the annual fee for servicing such additional Hardware and Software to the Annual Fee, as the parties may mutually agree.

14. Limited Warranty. USDD and Keylite warrant that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from City's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-USDD products or products provided by Keylite; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by USDD and Keylite; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or an USDD authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HONEYWELL 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 AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS



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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.

15. ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT USDD'S SOLE ELECTION, IF CITY NOTIFIES USDD IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CITY SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

16. **Force Majeure.** Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

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



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

19. Governing Law; Venue; and Parties in Interest. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and will bind and inure to the benefit of the successors and assigns of the parties. Venue for an lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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

21. Entire Agreement. This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

22. Joint Effort. This Agreement 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 Agreement or any term thereof.

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

24. Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more, if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:



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Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes; or

Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the CONTRACTOR, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

In the event CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, the CITY has the right to terminate this Agreement.

25. SECTION 16 E-VERIFY

CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

“CONTRACTOR” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “CONTRACTOR” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONTRACTORS, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and



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b) All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the CITY of Oakland Park. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Oakland Park; and

c) The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

26. **Images and Testimonials.** During the term of this Service Agreement, with advance notice and approval by City USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of City's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, USDD may request City to provide testimonials, endorsements, feedback or other written or oral comments concerning City's experience with the System (collectively "Testimonials"). Prior approval is required for any usage of the City's seal.

27. **Public Records.** The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the CITY to perform the services;
- b. Upon request from the CITY's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statute, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY; and



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- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e. The failure of Contractor to comply with the provisions of set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK
City of Oakland Park
1100 NE 38th Street
Oakland Park, FL 33334**

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

IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:

CITY:

CITY OF OAKLAND PARK, a Florida municipality.

By _____
STEPHEN KRIVJANIK, Fire Chief



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CONTRACTOR:

KEYLITE POWER & LIGHTING CORP.

By *Troy Bailey*
TROY BAILEY, Vice President
Public Safety & Fire Station Alerting Division

Honeywell International Inc. through its US Digital
Designs group.

By *Susheel Tenguria* Signed by: 13-Jul-2026 | 6:16:15 AM MST
086B02EA5EF9440
Susheel Tenguria, Vice President Fire Software