



*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the: **COMMON COUNCIL OF THE CITY OF WAUSAU - *CORRECTED**
 Date/Time: **Tuesday, April 14, 2020, at 6:30 p.m.**
 Location: **City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers**
 Members: **Patrick Peckham, Michael Martens, David Nutting, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Linda Lawrence, Dawn Herbst, Mary Thao, Dennis Smith**

ADDENDUM

File #	CMT	Resolutions and Ordinances	ACT
20-0411	COUN	Resolution Approving City of Wausau MetroRide Administrative Leave Policy	Pending
06-1005	COUN	Resolution Approving Agreement with US Digital Designs, Inc. for G2 fire station alerting system and Memorandum of Understanding between the City of Wausau Fire Department, Riverside Fire District, and South Area Fire and Emergency Response District (SAFER) for computer aided dispatch system use and services	Pending
20-0317	COUN	Resolution Ratifying Executive Declaration No. 4 under City of Wausau Proclamation of State of Emergency pursuant to Stat. §323.14(4)(b) *relating to City of Wausau Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus)	Pending

Adjournment

Signed by Robert B. Mielke, Mayor

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. The Access Code is **299 374 860**. Individuals appearing in person will either be seated in the Council Chambers or an overflow room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet by <https://waam.viebit.com/?folder=ALL>, on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail leslie.kremer@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Mayor.

This Revised Agenda was posted at City Hall and faxed to the Daily Herald newsroom on 4/13/20 @ 5:45 PM. Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF COMMON COUNCIL	
Approving City of Wausau MetroRide Administrative Leave Policy	
Committee Action:	Pending
Fiscal Impact:	None
File Number:	20-0411
Date Introduced:	April 14, 2020

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the Transit Director has been advised by the Federal Transit Administration that paid administrative leave is not a grant-eligible expense without an administrative leave policy; and

WHEREAS, some City of Wausau departments have a practice of placing employees on paid administrative leave, but the Metro Ride department does not have an administrative leave policy in place; and

WHEREAS, the current health circumstances surrounding the coronavirus pandemic have raised the possibility that paid administrative leave may be necessary to mitigate the fiscal impact on Metro Ride staff should an alternative schedule be put into place for the health and safety of both employees and residents; and

WHEREAS, an administrative leave policy is necessary to ensure that the City does not bear the entire financial burden of a Metro Ride employee placed on paid administrative leave; and

WHEREAS, the attached Metro Ride Administrative Leave Policy establishes both the scope and procedure for paid administrative leave for Metro Ride employees; and

WHEREAS, the Metro Ride Administrative Leave Policy allows employees to be placed on paid administrative leave pending the outcome of an inquiry/investigation/evaluation or testing, where the health or safety of an employee or any other person may be at risk, when property entrusted to the

employee's care may be adversely affected, or following a natural disaster or during a public health emergency when transit service has been curtailed or discontinued; and

BE IT RESOLVED, by the Common Council of the City of Wausau to approve the included Metro Ride Administrative Leave Policy.

Approved:

Robert B. Mielke, Mayor

METRO RIDE
ADMINISTRATIVE LEAVE POLICY
Approved by Wausau Common Council
April 13, 2020

1. Scope

This policy applies to all Metro Ride employees.

Administrative leave is paid leave authorized by the Transit Director or designee and in collaboration with Human Resources director or designee.

Employees may be placed on administrative leave as follows:

- A. Pending the outcome of an inquiry, investigation, evaluation or testing related to:
 - Non-compliance with policies or procedures
 - Misconduct
 - Fitness for duty
 - Law violations

- B. In circumstances where the health or safety of an employee or of any other person may be at risk or when property entrusted to the employee's care may be adversely affected.

- C. Following a natural disaster or during a public health emergency, when transit service has been curtailed or discontinued. In such circumstances:
 - Administrative leave will only be paid if the Transit Director reduces an employee's schedule based on the needs of the City. The City may amend or discontinue administrative leave based on future needs.
 - Administrative leave will not be extend to represented employees unless the labor organization representing the employees enters into a Memorandum of Understanding with the City.

2. Procedure:

Administrative leave cannot be extended to grant-funded positions unless the grant-funding allows.

Once administrative leave is authorized by the Human Resources Department, the employee will be notified that he/she is being placed on administrative leave.

During the leave period, the employee will receive his/her regular pay and benefits.

While on administrative leave, the employee must be available during their regularly scheduled shift time.

Paid leaves of absence shall not exceed sixty (60) days duration without approval of the City of Wausau Transit Commission.

This policy is a supplement to Metro Ride policies and procedures and/or City of Wausau policies and procedures. The City reserves the right to change, revise and/or delete this guideline with advance notice to the affected employees. This policy is not subject to the grievance procedure.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE COMMON COUNCIL

Approving Agreement with US Digital Designs, Inc. for G2 fire station alerting system and Memorandum of Understanding between the City of Wausau Fire Department, Riverside Fire District, and South Area Fire and Emergency Response District (SAFER) for Computer Aided Dispatch System Use and Services

Committee Action: Pending

Fiscal Impact: \$109,413

File Number: 06-1005

Date Introduced: April 14, 2020

FISCAL IMPACT SUMMARY

		COSTS				
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Budget Source: Fire Station Construction Budget</i>		
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>		
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>		
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>		
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>		
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i>	<i>Annual Retirement</i>	
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>		
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>					

RESOLUTION

WHEREAS, the City of Wausau wishes to contract with US Digital Designs, Inc. (“USDD”) to provide the Wausau Fire Department with a station alerting system that requires an interface with Marathon County Dispatch’s Computer Aided Dispatch System (“CAD”) software to help reduce call-processing time enabling the Wausau Fire Department to receive necessary information in a more timely manner to enhance the delivery of emergency services throughout Wausau; and

WHEREAS, through its agreement with USDD, the City of Wausau will purchase products and services contained in the US Digital Designs, Phoenix G2 – Automated Fire Station Alerting Quotation (“Quote”) from USDD; those products include hardware and software and other tangible goods, equipment, supplies and components included in the Quote and services include installation, configuration, startup, testing, training and other services as set forth in the Quote; and

WHEREAS, the City of Wausau will contract directly with Integral Building Systems, Inc. for the installation of the system, once USDD and the City have a project meeting and plan and document the layout and installation protocols for the installation site and finalize the project schedule; and

WHEREAS, the Quote provides for the following: Primary Dispatch G2 FSA System, \$49,385.25; Station 2, \$60,028.26; for a total of \$109,413.51, excluding taxes and warranty and support beyond the initial first year; and

WHEREAS, your Board of Public Works, on October 22, 2019, approved Change Order #6 submitted by PGA, Inc. to Wausau Fire Station No. 2 Contract 26.00 Electrical in the amount of \$5,758, increasing the contract by that amount for labor and parts to install cable and speakers for an alerting system; and

WHEREAS, your Finance Committee, on November 26, 2019, approved 5-0, a Station Two Build Sole Source Request related to Station 2 Construction, Furniture, Fixture and Equipment purchases, which included among other things, “Alerting System” in the budgeted amount of \$50,000, supported by the sole source purchase justification that research of different systems revealed this one to be the premier system, and most cost effective; and

WHEREAS, the Wausau Fire Department, and the Town of Rib Mountain and Village of Weston (South Area Fire & Emergency Response District – “SAFER”), and City of Schofield and Village of Rothschild (Riverside Fire Department – “RIVERSIDE”), through their respective governing bodies, agree that it is in the best interest of each jurisdiction, to execute a Memorandum of Understanding to establish the rights, duties, and obligation of the involved parties for the utilization of a shared CAD interface for station alerting; and

WHEREAS, while the City of Wausau will contract directly with USDD, as the designated agency for all entities, each of the designated three entities will pay one-third (1/3) of the annual maintenance fees of the mobile computer terminals and dispatch CAD stations, to be determined by USDD; the City of Wausau will pay the initial \$49,385.25 for the Primary Dispatch Phoenix G3 Fire Station Alerting System to USDD and each of the other two entities will pay a one-time reimbursement to the City of Wausau in an amount proportionate to the number of calls received for service by each party in 2019 (SAFER - \$14,297.03; Riverside - \$4,158.24); and each entity will be responsible for the purchase, installation, and maintenance and costs to maintain station equipment and sustain connectivity with the CAD interface; installation of CAD interface software, training, and maintenance of all CAD software within each facility.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the appropriate city officials are hereby authorized to execute all necessary documentation to contract with US Digital Designs, Inc., for a fire station alerting system, as the designated agency for SAFER and RIVERSIDE Fire Departments, and to enter into a Memorandum of Understanding among the three entities, wherein SAFER and RIVERSIDE shall reimburse the City in the fixed amounts herein stated, upon the execution of a Memorandum of Understanding, as outlined herein.

Approved:

Robert B. Mielke, Mayor



Memorandum

From: Tracey Kujawa, Chief
To: Common Council
Date: April 13, 2020
Subject: Alerting System Contract (Station 2) and Memorandum of Understanding

Purpose:

The Wausau Fire Department is seeking approval of the contract between the City of Wausau and United States Digital Services (USDS) who is the company supplying the alerting system for Station 2. This contract has been vetted by the City Attorney and approved to move to Council. The Wausau Fire Department is also seeking approval of the Memorandum of Understanding (MOU) between the City of Wausau, Riverside Fire District and SAFER District. This memorandum allows for the sharing of costs of the computer aided dispatch (CAD) interface that is required for the alerting system. Both Riverside and SAFER are installing the same system and we have pursued the MOU for sharing of the costs for this interface.

Recommendation:

Seeking approval of the identified contract and MOU so the installation of the alerting system can move forward.

Facts OR Considerations:

The contract is simply a formality for the system. The Wausau Fire Department is pursuing the MOU with both SAFER and Riverside to not only alleviate some of the cost to the City of Wausau for the CAD interface but also so there is a unified system amongst the three entities. This system will increase efficiencies in the Wausau Fire Department's ability to respond and provides consistencies amongst the fire departments within the Wausau metro area which is a positive step forward in uniformity amongst the three departments.

Drafted by: Tracey Kujawa, Chief

BOARD OF PUBLIC WORKS

Date of Meeting: October 22, 2019, at 1:30 p.m. in the Birch Room.

Members Present: Lindman, Jacobson, Splinter

Also Present: Wesolowski, Nicksich, Hanson, Sell, Rasmussen, Kujawa

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Wausau Fire Station #2 – Electrical: PGA, Change Order #5 and Change Order #6

Lindman indicated that Change Order #5 is for camera location changes. Change Order #6 is regarding the alerting system.

Kujawa explained that initially the contractor contracted with a different vendor for the altering system. This change order would allow consistency throughout the city by using the same vendor.

Lindman moved to approve Change Order #5 in the amount of \$2,276 and Change Order #6 in the amount of \$5,758. Jacobson seconded and the motion passed.

CHANGE ORDER

CITY OF WAUSAU, WISCONSIN



PROJECT:	Wausau Fire Station No. 2 Contract 26.00 Electrical	CHANGE ORDER NO. 6
CONTRACTOR:	PGA 7306 Zinser St Weston WI 54476-4546	

Alerting System

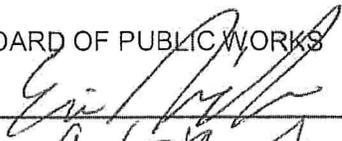
The original contract amount was \$395,000.00
 Net change by previously authorized change orders \$6,978.00
 The contract amount prior to this change order was \$401,978.00
 The contract amount will be increased in the amount of \$5,758.00
 The new contract amount including this change order will be \$407,736.00

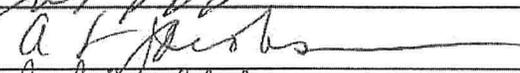
PGA INC.

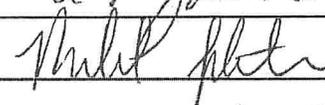
Signature

Date

BOARD OF PUBLIC WORKS







Date 10-22-19

Copy to: Contractor
Project Inspector



Change Order Request

Date: 10/09/2019
To: Tracey Kujawa
City of Wausau
Fire Dept
606 E Thomas St
Wausau, WI 54403

Re: Wausau Fire Station No. 2
Wausau, WI 54401
Project: 190450

Reference Document: PCI0018

Change Description: Transferring funds from "Project Contingency" budget to "Alerting System" budget to reflect final budget.

Table with 3 columns: Contractor, Description, Amount. Rows include PGA Inc for ALERTING SYSTEM and PROJECT CONTINGENCY, with a total of \$0.00.

Impacted Calendar Days: 0

All terms of our agreement apply and preclude Miron Construction Co., Inc. from performing any extra work without approval. Please provide your approval by signing this request.

Signature of Holly Nowak
Holly Nowak
Miron Construction Co., Inc.

Date: 10/10/2019

Signature of Owner Representative
Owner Representative
City of Wausau

Date: 10/15/2019

This quote expires on:



GENERAL COMMUNICATIONS
your safety is our business

2880 Commerce Park Drive, Madison, WI 53719
 Madison Milwaukee Eau Claire
 P: 608-271-4848 P: 262-439-2000 P: 715-225-7604
 F: 608-661-2935 F: 262-439-2009 F: 608-661-2935
 www.gencomm.com

SALES QUOTE

Sales Quote No: 15881
 Date: 8/11/19
 Account No: 1084

Bill To: Wausau Fire Department
 606 E. Thomas Street
 Wausau, WI 54403
 USA

Ship To: Wausau Fire Department
 606 E. Thomas Street
 Wausau, WI 54403
 USA

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Nick Sies		Service Installation	NET 30 Days	9/10/19

Notes

SCOPE OF WORK

- Customer/PGA will be responsible for providing and running of all CAT5/CAT6, 18-4, and 18-2 wiring shown on floor plan
- PGA will supply 25 ceiling tile bridges, install all in ceiling and weather proof speakers, terminate all speakers on the head end (audio and power hookup), and test the audio portion of the speaker system. General Communications will test the lighting side of the speaker function.
- Mount door bells, message remotes, GSS signs, HDT controller, and install room remote.
- Terminate door bells, message remotes, GSS signs, HDT controller, and room remote on head end
- Terminate all wiring that comes to the ATX controller and make final connections to ATX controller and expansion module
- Verify all equipment is properly working per US Digital installation checkoff prior to US Digital representative arrives for final programming
- Customer is responsible for any networking/routing to US Digital CAD server related to function of ATX controller.

AUDIO TESTING BY
 GENCOMM PER PHONE CALL
 WITH NICK.

Description	Quantity	UM	Amount
Rack Shelf, Black 19 Inch, 1 Unit	3.00	Each	
RJ45 connectors bag of 50	1.00	Each	
Installation materials	1.00	Each	
On site installation and final testing of US Digital system to ready for final programming	1.00	Each	

Returns & exchanges are accepted within 30 days of purchase and require an RMA Number. Items must be in unused condition and in original packaging. Special order items are non-returnable and may not be canceled once shipped from vendor.

Subtotal	\$8,752.48
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$0.00
Sales Order Total	\$8,752.48

* A convenience fee may be added for invoices paid by credit card.
 * An 18% finance charge will be applied to any balance unpaid 30 days from the date of the invoice.

Quote Accepted By _____ Date _____

FINANCE COMMITTEE

Date and Time: Tuesday, November 26, 2019 @ 5:15 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting, Lawrence

Others Present: Groat, Barnes, Barteck, Kujawa, Mielke, Miller, Goede, Hanson, Lindman

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The meeting was called to order by Chairperson Rasmussen.

Discussion and possible action regarding the sole source purchases related to the Fire Station Construction Furniture, Fixture and Equipment Project

Smith questioned what the reason was for not going out for bids on the furniture. Chief Kujawa explained this was a recommendation from Brian Bartkowiak, Buildings & Maintenance Supervisor, to keep the furniture consistent with what is used throughout the city buildings because parts are compatible/interchangeable.

Motion by Nutting, second by Lawrence to approve the sole source purchases. Motion carried 5-0.

Discussion and possible action regarding the purchase of two new fire engines through the Houston Galveston Area Council (HGAC) cooperative purchasing program

Deputy Fire Chief Barteck stated they are very interested in a fire truck that is going to service the city and Fire Department needs very well. He indicated Mark Hanson, Fleet Manager, will make sure it suits the budget and the mechanical needs. Barteck explained the Houston Galveston purchasing consortium is one of the largest in the country being used for fire apparatus and many municipalities have moved to this process because it allows for a true comparison of what an engine is. This consortium began so that governments could get best value in government pricing.

Mark Hanson stated the city has purchased a couple of sweepers through the same consortium last year, which cuts on the time taken to write specs. He indicated they have made trips to different places to look at the different fire trucks and have come to the conclusion that there are probably two brands to seriously consider. He stated they were doing their due diligence to find the best product out there. He explained they had budgeted for one fire engine in 2020, but because it takes about a year to get a fire truck they want to buy two units at the same time and could save a lot of money that way.

Lawrence questioned if HGAC received a fee based on size of the order or if it was a subscription. Hanson stated it is \$2,000 up front buy in to get into the HGAC, but the City of Wausau already has a membership in the HGAC. They do not get a percentage of the cost of the engine.

Groat noted the Fire Department was moved onto the Motor Pool, so that Motor Pool fund finances these purchases. Hanson indicated they would pay a certain percentage up front to get the process going; pay another amount midway through the build cycle; and the final amount would be paid upon delivery, to spread out the costs. He indicated he has budgeted approximately \$500,000 for each one of these units.

Motion by Lawrence, second by Nutting to approve the purchase of two new fire engines through HGAC. Motion carried 5-0.

Discussion and possible action on sole source purchase of two police dogs and related training and equipment Vohne Liche Kennels, Inc.

Deputy Chief Barnes stated they were in need of two dogs in order to maintain the four drug detection dogs, as a result of retirement of the dogs and/or the handlers. He commented the community is very fortunate that an anonymous individual donated a significant amount of money as an endowment to the Community Foundation for the sole purpose of funding drug-detecting canines for law enforcement agencies in Marathon County. He indicated they had not used it last year so they were able to use that endowment for the purchase of both of these dogs. He noted in the agreement with the Community Foundation the dogs have to come from Vohne Liche Kennels, which just happens to be the kennels the department used for the last 24 years. This is also the organization that comes to Wausau to recertify the dogs annually and he indicated they are very satisfied with their product.



Memorandum

From: Tracey Kujawa, Chief
To: Finance Committee
Date: November 20, 2019
Subject: Station 2 Build Sole Source Request

Purpose:

It is important that we follow the required procurement process set forth by the City during the building of Station 2. We feel in order to make it most efficient and transparent specific to owner purchased items under the furniture, fixtures and equipment (FFE) account we introduce the items that we are requesting to be sole sourced as one request.

Recommendation:

We would like to request the following items be considered as a sole source purchase along with the reasoning for that request:

Furniture, Fixture and Equipment (FFE)	Budgeted Amount	Reason to Request Sole Source
Furniture	\$56,215	Customer Service/Dependability/State Pricing/Consistency/Local Vendor Environments/Herman Miller Product
Kitchen Equipment	\$13,563	Customer Service/Dependability/Contractor's Pricing/Consistency/Local Vendor Furniture and Appliance Mart
Access Control	\$26,280	Compatibility/Consistency Simplex Grinnell
SCBA Compressor/Fill Station	\$35,000	Compatibility/Consistency 5 Alarm
Extractor and Dryer	\$18,000	Compatibility/Consistency Belson Company
Turnout Gear Lockers	\$7,000	Compatibility/Consistency Gear Grid
Floor Scrubber	\$6,690	Compatibility/Consistency CTL/Nassco
Alerting System	\$50,000	Research of different systems/premier system, most cost effective

Facts OR Considerations:

Most of the FFE items we are purchasing will remain compatible with what we already own so that maintenance, use and repair will be consistent and standardized. With the end of the year approaching all items listed will have a 5% to 10% increase as of January 1, 2020.

Drafted by: Tracey Kujawa, Chief

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

**Wausau, Wisconsin
Wausau Fire Department**

Project:

**G2 Fire Station Alerting System
One (1) Dispatch System & Three (3) Station Systems**

Proposal number:

WI_WAUS003

Revision #

3

[Pricing Protected per Public Procurement Authority (PPA), Master Price Agreement (MPA) available to members of National Purchase Partners, LLC dba FireRescueGPO, 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>]

Wausau Fire Department is Already Member # M-5709915

Quote Date:

19-Dec-2019

Quote Expires:

18-Mar-2020

INSTALLATION BY:

Customer to contract direct with Integral Building Systems, Inc
Nissa Judd : nissa@ibsystemsinc.com

By:

Luke Eddington
Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27
Tempe, AZ 85281
623-428-973 direct
480-290-7892 fax
leddington@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: 12/19/19
 Expires: 3/18/20

Quote SUBMITTED TO:
Wausau, Wisconsin
Wausau Fire Department

REF PROPOSAL
WI_WAUS003 v3

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).

ntegral Building Systems, Inc

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 - Superior (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	
DC2a	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRI) - Rack Mount	GaRI-RM	\$ 2,075.00	\$ 1,867.50	\$ 1,867.50	
DC2b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRI) - Flange Mount	GaRI-FM	\$ 2,075.00	\$ 1,867.50	\$ -	
DC3	Kit	USDD	0	G2 Gateway Audio Serial Interface (GaSi)	GaSi	\$ 1,440.00	\$ 1,296.00	\$ -	
DC4	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -	
DC5	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	\$ -	
DS3	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 6,425.00	\$ 5,782.50	\$ 5,782.50	
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 337.50	\$ 303.75	\$ 303.75	
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	\$ -	
DS7a	LOT	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
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	\$ 2,725.00	\$ 2,452.50	\$ -	
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:	\$ 49,286.25
	Shipping Total:	\$ 99.00
	System Subtotal	\$ 49,385.25

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	\$ 2,200.50	\$1,980.45	2970.675 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	\$ 2,200.50	\$ 1,980.45	\$ -

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	\$ 49,385.25
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:	\$ 49,286.25
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL:	\$ 99.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT:	\$ -
Miscellaneous	_____
PRIMARY DISPATCH-LEVEL GRAND TOTAL:	\$ 49,385.25

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

US DIGITAL DESIGNS

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

QUOTE

DATE: 12/19/19
 Expires: 3/18/20

Quote SUBMITTED TO:
 Wausau, Wisconsin
 Wausau Fire Department

REF PROPOSAL
WI_WAUS003 v3 STATION-LEVEL

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.WI_WAUS.FS02.FSA.2019.01.14.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	1	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	\$ 6,592.50
SC3	Kit	USDD	2	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ 97.20
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 1,661.40
SC6	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 102.60

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	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 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	2	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 198.00
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	9	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 8,505.00

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	2	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	\$ 88.20	
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	1	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 1,822.50	
SP12c	Ea	USDD	0	RR2 Adapter 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	17	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 4,972.50	
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	TBD	8	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 612.00	
SP18b	Ea	TBD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	TBD	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,395.00	
SP20	Ea	TBD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 495.00	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation Customer to go direct with Integral Building Systems, Inc.	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	\$ 2,421.92	\$ 2,179.73	\$ 2,179.73	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,097.14	\$ 987.43	\$ 987.43	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 787.12	\$ 708.41	\$ 708.41	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 60.54	\$ 54.49	\$ 54.49	
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	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
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	\$ 5,449.32	\$ 4,904.39	7356.582 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	\$ 5,449.32	\$ 4,904.39	\$ -	

STATION 02	System:	\$ 58,423.26
	Shipping:	\$ 1,605.00
	Warranty & Support:	\$ -
	Miscellaneous (if applicable):	\$ -
	STATION SUBTOTAL:	\$ 60,028.26

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

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAUSAU FIRE DEPARTMENT, RIVERSIDE FIRE DISTRICT, AND SOUTH AREA FIRE AND EMERGENCY RESPONSE DISTRICT (SAFER) FOR COMPUTER AIDED DISPATCH SYSTEM USE AND SERVICES

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU” or “Agreement”) is by and between the CITY OF WAUSAU, a municipal corporation (“Wausau Fire Department”), the TOWN OF RIB MOUNTAIN and VILLAGE OF WESTON, (“SAFER District”), and the collective CITY OF SCHOFIELD and THE VILLAGE OF ROTHSCHILD, all municipal corporations (“Riverside Fire Department”) (each a “Party” and together the “Parties”).

WHEREAS, Wausau has contracted with US Digital Designs (“USDD”) to provide Wausau Fire Department with a station alerting system that requires an interface with Marathon County Dispatch’s Computer Aided Dispatch System (“CAD”) software to help reduce call-processing time enabling the Wausau Fire Department to receive necessary information in a more timely manner to enhance the delivery of emergency services throughout Wausau.

WHEREAS, Wausau Fire Department, SAFER District, and Riverside Fire Department find that it is in the best interest of the public to enter into this MOU and because only one entity can be identified as the contact for this contract, Wausau Fire Department will be that designated agency for all entities.

WHEREAS, All parties recognize the benefits this CAD interface will offer such as strengthening multijurisdictional information sharing, reducing dispatch call-processing times and being more cost effective.

WHEREAS, Wausau Fire Department, SAFER District, and Riverside Fire Department, through their respective governing authorities, agree that it is in the best interest of each city, village, and town, to execute a Memorandum of Understanding to establish the rights, duties, and obligation of the involved parties for the utilization of a shared CAD interface for station alerting.

NOW, THEREFORE, in consideration of the promises and the covenants and obligations set forth in this Agreement, the Parties agree to the following:

1. DEFINITIONS

- 1.1 *Agency*: The AGENCY entering into this MOU.
- 1.2 *Agreement or MOU*: This Memorandum of Understanding.
- 1.3 *PSAP*: Public Safety Answering Point which means the public safety agency which receives incoming 9-1-1 phone calls and dispatches their respective public safety agencies to a call for service.
- 1.4 *Data*: Facts, detailed information, or other material provided by Parties.
- 1.5 *Data Record*: A unique record associated with an incident or person. This could be a single report that includes a variety of data.

- 1.6 *Host*: The City of Wausau acting as the entity providing the facility to house hardware and software.
- 1.7 *Hardware*: The physical infrastructure which supports the Computer Aided Dispatch system.
- 1.8 *Computer Aided Dispatch system (“CAD”)*: The first point of entry for information that allows the management of call-taking, location verification, unit status, dispatching, and call disposition. This system commonly possesses the ability to interface mapping with mobile computer terminals.
- 1.9 *Execution Date*: The date of the last signature to the End User Acknowledgment and Agreement Between US Digital Designs and the City of Wausau.
- 1.10 *Effective Date*: The date this Agreement becomes effective.

2. TERM OF AGREEMENT AND TERMINATION

- 2.1 For purposes of this Agreement, the Effective Date and the Execution Date will be the same date.
- 2.2 All amendments to this Agreement must be in writing and approved by the appropriate authorized representatives of each Party.
- 2.3 Term of Agreement: This Agreement will be administered through the respective Chiefs from Wausau Fire Department, SAFER District, and Riverside Fire Department. SAFER District and Riverside Fire Department will reimburse the City of Wausau the one-time cost outlined in Paragraph 8.2 below, within 30 days of the Effective Date.

The initial term of this Agreement shall begin on August 1, 2021, the date that the Service Agreement between US Digital Design and the City of Wausau begins, and shall continue for one year (“Initial Term”). Unless previously terminated as set forth in Paragraph 2.5, the Parties may renew this agreement for four (4) additional one-year terms (each an “Additional Term”) by giving written notice of each Party’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 Maintenance Fee, described below in Paragraph 8.1.

- 2.4 Termination: Any Party may terminate this MOU upon one hundred-eighty (180) days’ written notice to the other Parties, unless all of the Parties mutually agree in writing otherwise to a different period of notice. The terminating Party shall pay any USDD cancellation fees and costs associated with the separation that the Parties are legally obligated to pay under the terms of the City of Wausau’s then-existing End User’s Acknowledgment and Agreement (“EUAA”), Service Agreement, and New System Warranty (“Warranty”) with USDD. If any of the Parties mutually agree to terminate this MOU, each Party will be responsible for any USDD cancellation fees and costs associated with the separation that the Parties are legally obligated to pay under the terms of the City of Wausau’s then-existing End User’s Acknowledgment and Agreement (“EUAA”), Service Agreement, and New System Warranty (“Warranty”) with USDD based on their

percentage of the USDD licenses. In no event shall Wausau Fire Department be responsible for any costs incurred by SAFER District and/or Riverside Fire Department in building or rebuilding SAFER District's and/or Riverside Fire Department's CAD interface following termination of this MOU.

3. STATEMENT OF PURPOSE

- 3.1 The purpose of this MOU is to define financial obligations, duties, and parameters for the City of Wausau hosting the agreement for the CAD interface responsible for alerting the USDD alerting systems within the Wausau Fire Station(s) SAFER District station(s) and Riverside Fire Department station. Wausau Fire Department, SAFER District, and Riverside Fire Department agree to work in a cooperative manner that benefits public safety in their respective communities and the region. WAUSAU FIRE DEPARTMENT agrees to be the contact for the contract specific to the CAD interface between USDD and CAD for SAFER DISTRICT and RIVERSIDE FIRE DEPARTMENT pursuant to the terms and conditions set forth in this MOU.

4. ADMINISTRATION OF THE AGREEMENT

- 4.1 This Agreement will be administered through the respective Chiefs from Wausau Fire Department, SAFER District, and Riverside Fire Department. Each Fire Chief may assign other personnel to administer the Agreement on his or her behalf.

5. DUTIES OF SAFER

- 5.1 Connectivity: SAFER District is responsible for the purchase, installation, and/or maintenance of station equipment and costs to maintain and sustain connectivity with CAD interface.
- 5.2 USDD Implementation: SAFER District is responsible for negotiating costs of implementation of USDD CAD interface software for their facility and staff training for SAFER District employees.
- 5.3 Hardware Maintenance: SAFER District is responsible for maintenance of all CAD hardware within their facilities.
- 5.4 SAFER District shall be subject to, and shall comply with, all terms and conditions contained in that certain EUAA, Service Agreement, and Warranty between the City of Wausau and USDD, dated the Execution Date, and as may be amended in the future.

6. DUTIES OF RIVERSIDE FIRE DEPARTMENT

- 6.1 Connectivity: Riverside Fire Department is responsible for the purchase, installation, and/or maintenance of station equipment and costs to maintain and sustain connectivity with CAD interface.
- 6.2 USDD Implementation: Riverside Fire Department is responsible for negotiating costs of implementation of USDD CAD interface software for their facility and staff training for Riverside Fire Department employees.

- 6.3 Hardware Maintenance: Riverside Fire Department is responsible for maintenance of all CAD hardware within their facilities.
- 6.4 Riverside Fire Department shall be subject to, and shall comply with, all terms and conditions contained in that certain EUAA, Service Agreement, and Warranty between Wausau Fire Department and USDD, dated the Execution Date, and as may be amended in the future.

7. DUTIES OF WAUSAU FIRE DEPARTMENT

- 7.1 Hardware Maintenance: Wausau Fire Department is responsible for technical maintenance of all alerting system hardware within Wausau fire stations.
- 7.2 Software Upgrades: Wausau Fire Department is responsible for coordinating all software upgrades and scheduling upgrades at a date and time agreeable to Wausau Fire Department, SAFER District, and Riverside Fire Department.
- 7.3 Administrative Software Rights: Wausau Fire Department will maintain administrative rights and provide assistance with data entry in the administrative area of the software when necessary and after communication with SAFER District and Riverside Fire Department's operations. SAFER District and Riverside Fire Department will be responsible for its own day-to-day CAD interface operations.
- 7.4 Support: Wausau Fire Department, SAFER District, and Riverside Fire Department agree to mutually create support escalation and detail procedures for system and configuration changes as the systems are brought online, and modify/update these procedures over the course of this Agreement as necessary.

8. FUNDING

- 8.1 Maintenance: The annual service and maintenance fees ("Maintenance Fee") are determined by USDD, who will send an invoice approximately 45 days before the start of the Initial Term or any Additional Term. The City of Wausau will act as the Payee and SAFER District and Riverside Fire Department will reimburse the City of Wausau equally so that the Wausau Fire Department will pay one-third, SAFER District will pay one-third, and Riverside Fire Department will pay one-third of the price outlined on the invoice submitted by USDD.
- 8.2 Fire Station Alerting System Reimbursement: Wausau Fire Department will pay the initial \$49,385.25 for the Primary Dispatch Phoenix G2 Fire Station Alerting System to USDD. Upon Wausau Fire Department paying said amount, SAFER District and Riverside Fire Department will reimburse the City of Wausau an amount proportionate to the number of calls received for service. The call volume numbers will be derived from the number of calls received by each Party in the year 2019. In 2019, Wausau Fire Department received 6,497 calls, SAFER District received 3,004 calls, and Riverside Fire Department received 874 calls. Based on this, a total of 10,375 calls were received by the three Parties. Therefore, Wausau Fire Department had 62.62% of the call volume, SAFER District had

28.95% of the call volume, and Riverside Fire Department had 8.42% of the call volume. SAFER District will reimburse to the City of Wausau, \$14,297.03 (\$49,385.25 x 28.95%) and Riverside Fire Department will reimburse to the City of Wausau, \$4,158.24 (\$49,385.25 x 8.42%). This is a one-time reimbursement for this system. Any additional hardware/systems and the cost and reimbursement for those will be handled in an amendment to this Agreement or through a separate contract between the Parties.

9. RELEASE OF INFORMATION

9.1 All data and data records shared in the CAD interface are the property of the originating Agency and shall remain confidential although it may be shared among Wausau's, SAFER's, and Riverside's respective fire departments for firefighting services only. Any public or other firefighting requests for data or data records may only be released by the originating Agency.

10. NOTICE

10.1 All notices required by this Agreement will be deemed given when in writing and delivered to the party set forth below:

To City of Wausau:
407 Grant Street
Wausau, WI 54403

Copy to Wausau Fire Department:
ATTN: Fire Chief
606 E Thomas Street
Wausau, WI 54403

To Town of Rib Mountain:
227800 Snowbird Avenue
Wausau, WI 54401

Copy to SAFER Department:
ATTN: Fire Chief
5901 Hummingbird Road
Wausau, WI 54401

To Village of Weston:
5500 Schofield Avenue
Weston, WI 54476

To City of Schofield:
200 Park Street
Schofield, WI 54476

Copy to Riverside Fire Department:
ATTN: Fire Chief
1325 Schofield Avenue
Schofield, WI 54476

To Village of Rothschild
211 Grand Avenue
Rothschild, WI 54474

11. GOVERNING LAW

11.1 Except to the extent preempted by federal law, this Agreement shall be enforced and interpreted under the laws of the State of Wisconsin and the County of Marathon, without any regards to the conflict of law principles.

12. ASSIGNMENT

12.1 Neither Wausau Fire Department, SAFER District and/or Riverside Fire Department may assign this Agreement or the rights and obligations hereunder without the specific written consent of the other Parties. The services to be performed and provided under this Agreement are unique and personal to the Parties. No portion of these services shall be assigned or subcontracted without written consent of the Parties.

13. ENTIRE AGREEMENT

13.1 This document represents the entire Agreement between the parties with respect to the subject matter of sharing the CAD interface with the corresponding USDD alerting system for each of the parties.

14. AMENDMENT

14.1 This Agreement may only be amended by written approval signed by all Parties. If any additional party wishes to receive services from any of the Parties under this Agreement, a written amendment to this Agreement shall be executed defining how that additional party is to share the costs of the service as determined by Wausau Fire Department, SAFER District, and Riverside Fire Department.

15. SEVERABILITY

15.1 It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

16. WAIVER

16.1 The failure of either party to enforce any of the provisions of this Contract in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence of this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions or any other provision.

18. LIMITATION OF LIABILITY

18.1 Neither party shall be liable to the other for loss-of-profit, indirect, incidental, liquidated, or punitive damages arising out of this Agreement.

19. INDEMNIFICATION

- 19.1 SAFER District and/or Riverside Fire Department hereby agrees to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of SAFER District and/or Riverside Fire Department or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

SAFER District and/or Riverside Fire Department shall reimburse the City of Wausau, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that SAFER District and/or Riverside Fire Department employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be SAFER District's and/or Riverside Fire Department's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

20. RISK ALLOCATION

- 20.1 Immunity: All parties are governmental entities entitled to governmental immunity under law, including Wis. Stat. 893.80. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stat. 893.80, or any subsequent amendments thereof.
- 20.2 Responsible for Own Actions: Each party shall bear the risk of its own actions, as it does with its day-to-day operations.
- 20.3 Employee Claims: The employees of the parties shall be covered by his or her employing municipality for purposes of worker's compensation, under Wisconsin Chapter 102, unemployment insurance and benefits under Wisconsin Chapter 40. All parties waive subrogation rights each may have against the other party for claim payments under Wisconsin Chapter 102.

20.4 Insurance: All parties shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of this Agreement.

21. AUTHORITY TO EXECUTE

21.1 By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

IN WITNESS OF, The Parties have executed this MOU through their duly authorized representatives as of the last date set forth below:

Signed:

CITY OF WAUSAU BY:

TOWN OF RIB MOUNTAIN BY:

Robert Mielke, Mayor

Gaylene Rhoden, Town Administrator

Leslie M. Kremer, Clerk

Joanne Ruechel, Clerk

VILLAGE OF WESTON BY:

CITY OF SCHOFIELD BY:

Wally Sparks, President

Kregg Hoehn, Mayor

Sherry Weinkauff, Clerk

Lisa Quinn, Clerk

VILLAGE OF ROTHSCHILD BY:

Gary D. Olsen, Village Administrator

Elizabeth Kelkner, Clerk



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 Wausau (NPPgov Member #M-5709915)
Attn: City Clerk
407 Grant Street
Wausau, WI 54403
Telephone: (715) 261-6620
Email: leslie.kremer@ci.wausau.wi.us

Recitals:

- a. The Public Procurement Authority ("PPA"), a subdivision of the State of Oregon, issued its Request for Proposal #1425 ("RFP").
- b. USDD submitted its response to the RFP on December 8, 2014.
- c. The PPA issued a Notice of Award on March 6, 2015.
- d. The PPA and USDD entered into a Master Price Agreement dated August 21, 2015 ("MPA") for the purchase of USDD "Products" and "Services" (as defined below), which agreement is made available by its terms for use by End User.
- e. End User has or intends to issue a Purchase Order to USDD under the terms of the MPA for the acquisition of USDD Products and Services.

- f. USDD’s obligation to perform under the MPA is contingent, in part, on USDD’s receipt of End User’s acknowledgement and agreement 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.
- g. End User desires to purchase the Products and Services described in the “Quote” (as defined below) through the MPA 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(s) 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 MPA 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 MPA. 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 MPA.
 - 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 MPA, End User may purchase additional Products and Services, through the MPA, 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 MPA, 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 the installation contractor 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 MPA 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 “Lead Contracting Agency” (as defined in the MPA) 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 MPA.

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 MPA, 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. USDD shall provide End User with Certificates of Insurance naming the City of Wausau as an additional insured 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.
- Automobile Liability for either owned or hire/non-owned automobiles with a \$1,000,000 combined single limit (each accident).
- Professional Liability / Errors & Omissions with limits of \$1,000,000 per occurrence, \$1,000,000 aggregate.
- Cyber Liability Insurance with limits of \$2,000,000 per occurrence, \$2,000,000 aggregate.
- Workers' Compensation and Employer's Liability with limits as required in compliance with all states in which USDD does business, with liability in the following amounts: i. Bodily Injury by accident, \$2,000,000 for each accident; ii. Bodily Injury by disease, \$2,000,000 policy limit, and iii. Bodily Injury by disease, \$2,000,000 for each employee.
- 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. **End User Point of Contact.** End User shall assign a minimum of one and a maximum of three contact people to manage the installation and administration of the System (the "System Administrator"). End User shall provide USDD with written notice of such assignment prior to the Project Meeting. End User may change the System Administrator only upon written notice to USDD. The System Administrator shall have the principal responsibility of overseeing and managing this Contract on behalf of End User and shall be the primary point of contact for End User. End User may replace the person serving as its System Administrator only upon prior written notice to USDD. End User will ensure that the System Administrator is reasonably available to USDD and USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide Additional Services.

16. **End User Obligations.** End User shall take and perform all reasonable action necessary to facilitate USDD's performance of the Scope of Work hereunder. Prior to the Project Meeting, USDD shall provide End User with certain project documentation that lists tasks to be performed by End User to enable USDD to configure the Communications Gateway and prepare for installation and implementation. In addition to the foregoing, End User shall be responsible for procuring and/or providing the following for use with the System:
 - a. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the of the System;

 - b. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the Customer's CAD system, the Customer must contact the CAD vendor and schedule this work. USDD will work with the CAD vendor to implement and test the CAD interface. If USDD is required to interface to an existing CAD system for which USDD does not have an interface, the Customer is required to provide, or have the CAD vendor provide, documentation on the CAD vendor's interface. This information must be provided in a timely manner, or the System installation may be significantly delayed.

 - c. Provide the voice and data radio system, data network infrastructure, dispatch computers with current version web browser, and personnel skilled in Customer's radio and data systems. USDD's web-based user interface software is only supported on the most recent versions of Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox web browsers;

- d. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third party console software licenses as necessary;
- e. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the Customer Equipment, including the replacement of UPS batteries as necessary;
- f. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on Customer's property;
- g. Providing a stable means of data transmission between the Communications Gateway and each Station Controller serviced by the System necessary for the installation, testing and functionality of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, or radios;
- h. The correct use of the Products and System in accordance with the manufacturer and USDD's operating instructions; and
- i. The security, accessibility, and integrity of the System, Customer Equipment, and installation site.

17. **Remote Access to System.**

- a. USDD requires remote network access to the System, including access to End User'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 End User 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 End User's System with the knowledge and consent of End User.
- b. Alternative to Network Access. If End User elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. End Users 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. End User must ensure that remote access is available prior to notifying USDD of a support request. In the event that End User 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.

18. **Termination**

- a. **By End User.** If the MPA, 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. If USDD is in breach under this EUAA, USDD must cure any breach within thirty (30) days after receipt of notice of the breach (or within the time period set forth elsewhere herein at Sections 7 and 8.) If USDD fails to cure a breach, such failure shall be deemed a default under this EUAA. In such event, End User shall have the right to terminate this EUAA by written notice to USDD. 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.
- b. **By USDD.** If End User refuses or fails to perform any of its obligations in accordance with this EUAA or the MPA, 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:
City of Wausau
Attn: City Clerk
407 Grant Street
Wausau, WI 54403
Telephone: (715) 261-6620
Email: leslie.kremer@ci.wausau.wi.us

With a copy to:
Wausau Fire Department
Attn: Tracey Kujawa, Chief
606 E. Thomas Street
Wausau, WI 54403
Telephone: (715) 261-7901
Email: tracey.kujawa@ci.wausau.wi.us

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 MPA.
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.

City of Wausau:

US Digital Designs, Inc.:

By: _____
 Name: _____
 Its: _____
 Date: _____

By: _____
 DOMINIC MAGNONI,
 Vice President
 Date: _____

Attest:

By: _____
 Name: _____
 Its: _____
 Date: _____

EXHIBIT A

Quote

See Quote #WI_WAUS003-Qv4-FS-02-03-Central (2020Mar16).pdf attached hereto.

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

**Wausau, Wisconsin
Wausau Fire Department**

Project:

**G2 Fire Station Alerting System
One (1) Dispatch System & Three (3) Station Systems**

Proposal number:

WI_WAUS003

Revision #

3

[Pricing Protected] per Public Procurement Authority (PPA), Master Price Agreement (MPA) available to members of National Purchase Partners, LLC dba FireRescueGPO, 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>

Wausau Fire Department is Already Member # M-5709915

Quote Date:

16-Mar-2020

Quote Expires:

14-Jun-2020

INSTALLATION BY:

Customer to contract direct with General Communications
nick.sies@gencomm.com

By:

Luke Eddington
Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

623-428-973 direct

480-290-7892 fax

leddington@usdd.com

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

US DIGITAL DESIGNS

QUOTE

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

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

DATE: 3/16/20
Expires: 6/14/20

Quote SUBMITTED TO:
Wausau, Wisconsin
Wausau Fire Department

REF PROPOSAL
WI_WAUS003 v3

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).

Integral Building Systems, Inc

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-furnished) dedicated console, specifically and solely tasked for Station Alerting)	RSI-P	\$13,650.00	#####	\$ -	
DI2	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
DI3	LOT	CAD	1	CAD Interface - Superior (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-P	\$11,950.00	#####	\$ 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	
DC2a	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRi) - Rack Mount	GaRi-RM	\$ 2,075.00	\$ 1,867.50	\$ 1,867.50	
DC2b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Flange Mount	GaRi-FM	\$ 2,075.00	\$ 1,867.50	\$ -	
DC3	Kit	USDD	0	G2 Gateway Audio Serial Interface (GaSi)	GaSi	\$ 1,440.00	\$ 1,296.00	\$ -	
DC4	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -	
DC5	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	\$ -	
DS3	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 6,425.00	\$ 5,782.50	\$ 5,782.50	
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 337.50	\$ 303.75	\$ 303.75	
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	\$ -	
DS7a	LOT	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
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	\$ 2,725.00	\$ 2,452.50	\$ -	
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:	\$ 49,286.25
	Shipping Total:	\$ 99.00
	System Subtotal	\$ 49,385.25

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	\$ 2,200.50	\$1,980.45		2970.675 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	RS-AYR-STD	\$ 2,200.50	\$ 1,980.45	\$ -	

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	\$ 49,385.25
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:	\$ 49,286.25
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL:	\$ 99.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT:	\$ -
Miscellaneous	_____
PRIMARY DISPATCH-LEVEL GRAND TOTAL:	\$49,385.25

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

This quote does not include or assume any amounts **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax 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 on 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: 3/16/20
Expires: 6/14/20

Quote SUBMITTED TO:
Wausau, Wisconsin
Wausau Fire Department

REF PROPOSAL
WI_WAUS003 v3 STATION-LEVEL

CENTRAL STATION

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.WI_WAUS.FS01 AND FS03.FSA.2019.09.05.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	1	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	\$ 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	2	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 1,661.40	
SC6	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 102.60	

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	2	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 1,305.00	
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	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00	
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 99.00	
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	15	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 14,175.00	
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	4	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	\$ 176.40	
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	4	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 1,033.20	
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -	
SP12c	Ea	USDD	0	RR2 Adapter 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	14	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 4,095.00	
SP16	Ea	USDD	6	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 1,755.00	
SP17a	Ea	USDD	3	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	\$ 2,200.50	
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	TBD	11	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 841.50	
SP18b	Ea	TBD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	TBD	9	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 2,511.00	
SP20	Ea	TBD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 495.00	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation Customer to go direct with Integral Building Systems, Inc.	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	\$ 2,412.45	\$ 2,171.20	\$ 2,171.20
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,033.91	\$ 930.51	\$ 930.51
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 551.42	\$ 496.27	\$ 496.27
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 62.03	\$ 55.83	\$ 55.83
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	\$ -
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -
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	\$ 6,203.43	\$ 5,583.09	8374.6305 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	\$ 6,203.43	\$ 5,583.09	\$ -

CENTRAL STATION		System:	\$ 65,688.12
		Shipping:	\$ 2,002.00
		Warranty & Support:	\$ -
		Miscellaneous	\$ -
		STATION SUBTOTAL:	\$ 67,690.12

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 system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

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

US DIGITAL DESIGNS

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

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

QUOTE

DATE: 3/16/20
Expires: 6/14/20

Quote SUBMITTED TO:
Wausau, Wisconsin
Wausau Fire Department

REF PROPOSAL
WI_WAUS003 v3 STATION-LEVEL

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.WI_WAUS.FS02.FSA.2019.01.14.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	1	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	\$ 6,592.50	
SC3	Kit	USDD	2	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ 97.20	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 1,661.40	
SC6	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 102.60	

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	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 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	2	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 198.00	
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	9	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 8,505.00	
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 100joins (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	2	MS-G Adapter Plate, DOUBLE, VESA 100joins (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	\$ 88.20	
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	1	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 1,822.50	
SP12c	Ea	USDD	0	RR2 Adapter 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	17	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 4,972.50	
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	TBD	8	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 612.00	
SP18b	Ea	TBD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	TBD	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,395.00	
SP20	Ea	TBD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 495.00	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation Customer to go direct with Integral Building Systems, Inc.	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	\$ 2,421.92	\$ 2,179.73	\$ 2,179.73	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,097.14	\$ 987.43	\$ 987.43	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 787.12	\$ 708.41	\$ 708.41	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 60.54	\$ 54.49	\$ 54.49	
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	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
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	\$ 5,449.32	\$ 4,904.39	7356.582 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	\$ 5,449.32	\$ 4,904.39	\$ -	

STATION 02	System:	\$ 58,423.26
	Shipping:	\$ 1,605.00
	Warranty & Support:	\$ -
	Miscellaneous (if applicable)	\$ -
	STATION SUBTOTAL:	\$ 60,028.26

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 system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

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

US DIGITAL DESIGNS

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

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

QUOTE

DATE: 3/16/20
 Expires: 6/14/20

Quote SUBMITTED TO:
Wausau, Wisconsin
Wausau Fire Department

REF PROPOSAL
WI_WAUS003 v3 STATION-LEVEL

STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.WI_WAUS.FS01 AND FS03.FSA.2019.09.05.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	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 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	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00	
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 99.00	
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 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	7	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 6,615.00	
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	1	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	\$ 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	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 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 Adapter 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	14	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 4,095.00	
SP16	Ea	USDD	2	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 585.00	
SP17a	Ea	USDD	1	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	\$ 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	TBD	7	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 535.50	
SP18b	Ea	TBD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	TBD	2	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 558.00	
SP20	Ea	TBD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation Customer to go direct with Integral Building Systems, Inc.	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	\$ 2,067.75	\$ 1,860.98	\$ 1,860.98	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 801.78	\$ 721.60	\$ 721.60	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 379.79	\$ 341.81	\$ 341.81	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 50.64	\$ 45.57	\$ 45.57	
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	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
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	\$ 3,797.91	\$ 3,418.12	\$ 5127.1785 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	\$ 3,797.91	\$ 3,418.12	\$ -	

STATION 03	System:	\$ 40,949.07
	Shipping:	\$ 1,073.00
	Warranty & Support:	\$ -
	Miscellaneous (if applicable)	\$ -
	STATION SUBTOTAL:	\$ 42,022.07

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 system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

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

US DIGITAL DESIGNS

QUOTE

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

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

DATE: 3/16/20
 Expires: 6/14/20

Quote SUBMITTED TO:
Wausau, Wisconsin
Wausau Fire Department

REF PROPOSAL
WI_WAUS003 v3

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
DISPATCH-LEVEL SUBTOTAL		
	\$	49,385.25
Includes:	PRIMARY DISPATCH G2 FSA SYSTEM :	\$ 49,385.25
	PRIMARY DISPATCH WARRANTY & SUPPORT :	\$ -
Notes: One (1) Dispatch Center System currently proposed/included. No backup/disaster-recovery dispatch systems have been requested or assumed/included in this proposal.		
STATION-LEVEL SUBTOTAL		
	\$	169,740.44
Includes:	CENTRAL STATION SYSTEM:	\$ 67,690.12
	CENTRAL STATION WARRANTY & SUPPORT:	\$ -
	CENTRAL STATION MISC.:	\$ -
Includes:	STATION 02 SYSTEM:	\$ 60,028.26
	STATION 02 WARRANTY & SUPPORT:	\$ -
	STATION 02 MISC.:	\$ -
Includes:	STATION 03 SYSTEM:	\$ 42,022.07
	STATION 03 WARRANTY & SUPPORT:	\$ -
	STATION 03 MISC.:	\$ -
Notes: Three (3) Station Systems currently included in this proposal, with customer to go direct with General Communications for installation. Installation is not assumed or included by USDD.		
US Digital Designs System Total		\$ 219,125.69

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 Service 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.

EXHIBIT B

Scope of Work

Provision of Products and Services as described in the Quote attached at Exhibit A, for installation at Dispatch, and Stations 1, 2 and 3 respectively. Installation of Station Equipment to be provided by a G2 Certified Installer (under separate contract with installer) as shown on the attached station designs and identified as File #USDD.WI_WAUS.FS01 AND FS03.FSA.2019.09.05.pdf and #USDD.WI_WAUS.FS02.FSA.2019.01.14.pdf attached hereto.

Services to be provided by USDD are as follows:

Project Deliverables

Hardware Deliverables

US Digital Designs will provide the hardware as detailed on the Quote provided to End User. Where possible, Hardware delivery/shipment will be a single shipment to a single receiving point. End User provided warehouse must be an environmentally controlled and secure storage area.

Software Deliverables

US Digital Designs will provide standard embedded software for the operation of the station alerting system. This includes the software for the operation of the central Communications Gateway and GaRI radio system interfaces.

Modifications to Standard Products

Modifications will be made, if required, to US Digital Designs standard products where necessary to provide the agreed upon functionality. Modifications will include VoiceAlert element order and repetition, and printer display elements.

Standard Interface Software

The US Digital Designs' Communications Gateway will interface to the End User's CAD system using the USDD standard fire station alerting interface. The costs associated with CAD provider's fees are not included. CAD Provider's portion of the FSA interface is the responsibility of the End User.

Training

Dispatch System Operation (half-day). The Dispatch System Operation class is intended to give dispatch center personnel the skills to use the alerting system through the CAD system, to operate the Manual Alerting client and to recognize system faults. The class will be hands-on using the system prior to go live.

Administration and Maintenance (half-day). The Administration and Maintenance class is intended to give technical service personnel the skills to perform system configuration, basic diagnostics and troubleshooting on the station alerting system. The class will be hands-on using the system prior to go live.

US Digital Designs Project Roles and Responsibility

Overview

US Digital Designs will assign qualified personnel to implement the System for the Project. The project team will be located primarily at the USDD headquarters in Tempe, Arizona, but will travel as necessary to End User's location.

The following is a proposed list of USDD project personnel roles for this project. The list of roles may change as necessary to accommodate new project requirements.

US Digital Designs Project Manager

The USDD project manager ("Project Manager") will have the overall responsibility for ensuring the success of the USDD portion of this project. The Project Manager will be the primary contact for project-related issues and will be responsible for issue resolution. The Project Manager will also develop an issue escalation plan in conjunction with End User's System Administrator.

Software Engineer

The USDD Software Engineer will be responsible for USDD's configuration of software required for the system, and for the resolution of any USDD software issues identified during the course of the project.

Project Implementation

USDD will work with the End User, End User's installation contractor and CAD provider to develop an implementation plan and schedule that meets the needs of the End User and is completed within the overall timeframe of the project. The implementation plan will list all equipment to be delivered and will detail the delivery timeframe for this equipment as well as any work to be done by the End User prior to or after delivery and installation.

CAD Interface Customization

US Digital Designs will provide its standard API for CAD System alerting interfacing and will customize this interface to operate with the current version of the End User's CAD system FSA interface. Any associated FSA interface fees charged by the End User's CAD provider are not included in the US Digital Designs quote.

System Functionality Demonstration

Pursuant to the terms of the Contract, US Digital Designs will demonstrate the functionality of the installed and configured system after system installation. This demonstration will utilize the CAD system to allow end-to-end demonstration.

Acceptance Test Procedures

After all installation is complete and basic functionality has been demonstrated, End User and US Digital Designs will initiate the Acceptance Test Procedure (“ATP”). The ATP procedure will be jointly developed based on the intended functionality of the System as actually installed and carried out according to the terms of the Contract.

Change Management Process

A change management plan shall be developed jointly by End User and USDD to document procedures for additions, deletions and modifications to the scope of the project. This includes software feature development and delivery and installation of additional equipment requested by the End User.

Document Review

US Digital Designs will submit documentation developed under this project for approval prior to inclusion in the project documents as necessary.

Project Closure

Overview

The project closure process ensures that all outstanding issues are resolved, provides feedback on the project successes and issues to End User and US Digital Designs, and transitions the End User and System from a project to a support process.

Completion of Punch List Items

US Digital Designs will work with the End User to identify any outstanding items for resolution. A list will be made of any unresolved issues and a disposition will be created for each item.

System Acceptance

System Acceptance Test will be conducted in accordance with the Contract.

Transition to Support

After a successful Acceptance Test and a short confirmation period, as mutually defined in the ATP process document, the End User will be transitioned to support from the project team. The primary contact for the End User may change. It is important for the End User to continue to provide remote access to the System as defined in the Contract after the transition to support to allow US Digital Designs support personnel to perform remote diagnostics on the System.

Project Closure

After transition of the End User to technical support, US Digital Designs will prepare a document detailing any outstanding issues, lessons learned and other pertinent information for the End User and/or CAD provider.

- NOTES:
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 2. SEE DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
 3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
 4. PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS (EXHAUST LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.



1. BASEMENT FLOOR PLAN
AT FIRE DEPARTMENT

2. SECOND FLOOR PLAN
AT FIRE DEPARTMENT

POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12
 An = G2 ATX Amplifier 1..4
 EAn = G2 External Amplifier 1..n

SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
OR1	G2 ID REMOTE
OR2	G2 ID REMOTE
OR3	G2 ID REMOTE
OR4	G2 ID REMOTE
OR5	G2 ID REMOTE
OR6	G2 ID REMOTE
OR7	G2 ID REMOTE
OR8	G2 ID REMOTE
OR9	G2 ID REMOTE
OR10	G2 ID REMOTE
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OR100	G2 ID REMOTE

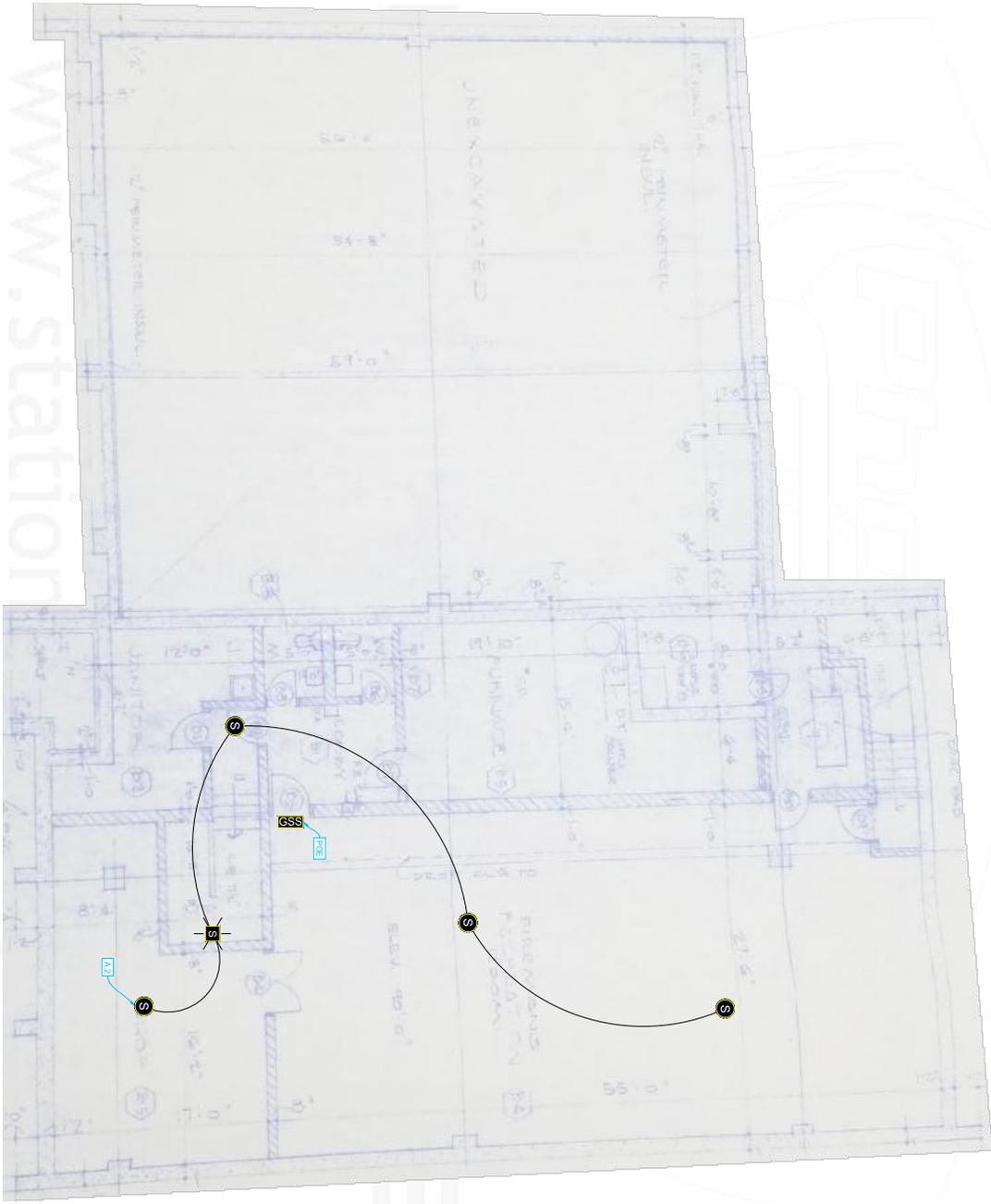
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9/5/2019 12:42 PM



project	WAUSAU FIRE DEPARTMENT, WI
building	CENTRAL FIRE STATION - LEVEL 2 AND BASEMENT
filename	USDD.WI_WAUS.FS01.FSA.DWG
date	05-Sep-2019
PD	design by

- NOTES:
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS OR MOUNTING FASTENERS.
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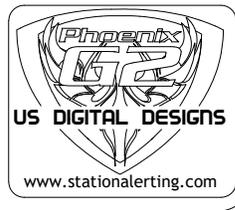


SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
OR1	G2 NO REMOTE
OR2	G2 NO REMOTE 2
TVR	G2 HD TV REMOTE
ORR	G2 ON OR INDICATOR REMOTE
UPS	G2 UNINTERRUPTIBLE POWER SUPPLY
FSR	PUSH BUTTON - RED
FSB	PUSH BUTTON - BLACK
STR	G2 STROBE LIGHT
AMP	G2 AMPLIFIER
OT	G2 OUTLINE TRANSFORMER
OM	G2 OMALERT STROBE SPEAKER
OS	G2 LED SPEAKER FLUSHMOUNT
OL	G2 LED SPEAKER MOUNT
OW	G2 WEATHERPROOF SPEAKER FLUSH MOUNT
SM	G2 MESSAGE SIGN (STANDARD 24")
SM1	G2 MESSAGE SIGN (MINI 27")
SEB	G2 EXTENDED 30" MESSAGE SIGN
EFB	G2 EXTENDED 30" MESSAGE SIGN WITH MONITOR, X-C WITH VOLUME CONTROL
VCR	G2 CUSTOMER DISPLAY
FDD	G2 DISPLAY PANEL
ADP	G2 ADAPTER PLATE DOUBLE
APS	G2 ADAPTER PLATE SINGLE
MMX	G2 ARTICULATING MOUNT (SMA)

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9/5/2019 12:43 PM

project	WAUSAU FIRE DEPARTMENT, WI
building	FIRE STATION 3 - BASEMENT LEVEL
filename	USDD.WI_WAUS.FS03.FSA.DWG
date	05-Sep-2019
PD	design by



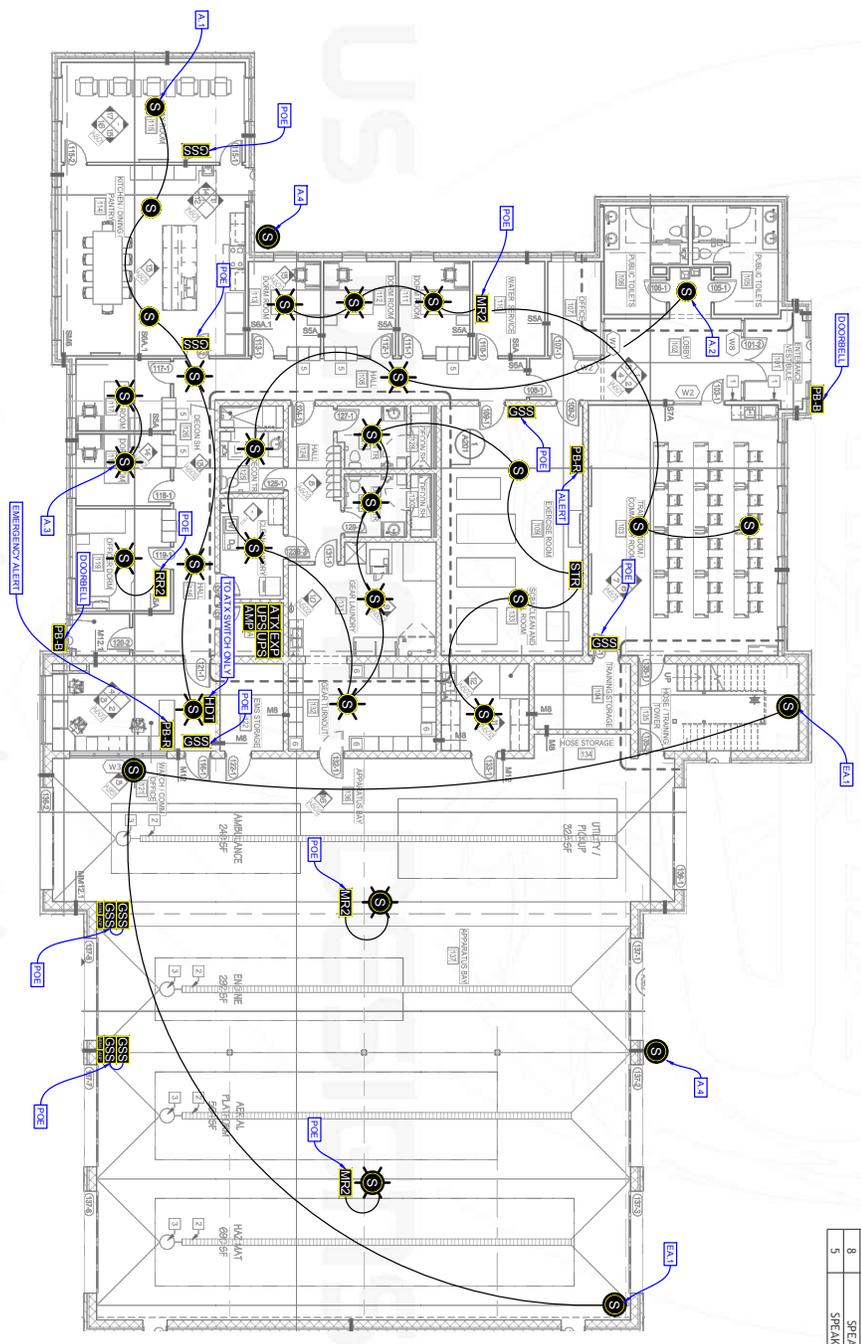
POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12
 An = G2 ATX Amplifier 1..4
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INSTALLER NOTES:

1. INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND EXISTING OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP), (IF APPLICABLE).
2. INSTALLER TO PROVIDE CAT5/6 CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP.
3. INSTALLER TO PROVIDE CONNECTION BETWEEN EXISTING OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE. (IF APPLICABLE)
4. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.



www.stationalerting.com

MAIN LEVEL FLOOR PLAN

Count	Name
1	EXTERNAL AMPLIFIER (60-100W)
1	G2 ATX STATION CONTROLLER
1	G2 EXPANSION UNIT (G2-EXP-12)
1	G2 HDIVY REMOTE
17	G2 LED SPEAKER (G2-LV-LC-70)
3	G2 MESSAGE REMOTE 2
9	G2 MESSAGE SIGN STANDARD (MS-G2-S)
2	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
2	G2 COMMSTROBE SPEAKER
2	G2 STROBE LIGHT
2	G2 US (G2-LP5)
2	MS-HANT-FRT-L
2	PUSH BUTTON (BLK)
2	PUSH BUTTON (RED)
1	ROOM REMOTE 2 (RR-2)
1	SPEAKER FLUSH MOUNT
5	SPEAKER WEATHER-PROOF

SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
G2	PHOENIX G2 STATION CONTROLLER
EXP	G2 EXPANSION MODULE
I/O	G2 I/O REMOTE
MR	G2 MESSAGE REMOTE
MS	G2 MESSAGE SIGN
RR	G2 ROOM REMOTE
RR2	G2 ROOM REMOTE 2
HLT	G2 HDIVY REMOTE
CLR	G2 COLOR LED I/O REMOTE
SR	G2 SIGN REMOTE
US	G2 UNINTERFERIBLE OVER SPEAK
I/O	G2 I/O REMOTE
FB	G2 I/O REMOTE
STR	G2 STROBE LIGHT
AMP	G2 AMP FIBER
TR	G2 TRAINING ROOMER
LS	G2 LED SPEAKER
LM	G2 LED SPEAKER FLUSH MOUNT
W	G2 WEATHER-PROOF SPEAKER
W	G2 WEATHER-PROOF SPEAKER FLUSH MOUNT
SI	G2 SPEAKER METAL BOX
EP	G2 EXPANSION UNIT
AP	G2 ADAPTOR PLATE
MS	G2 MESSAGE SIGN
RR	G2 ROOM REMOTE
RR2	G2 ROOM REMOTE 2
HLT	G2 HDIVY REMOTE
CLR	G2 COLOR LED I/O REMOTE
SR	G2 SIGN REMOTE
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SR	G2 SIGN REMOTE
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FB	G2 I/O REMOTE
STR	G2 STROBE LIGHT
AMP	G2 AMP FIBER
TR	G2 TRAINING ROOMER
LS	G2 LED SPEAKER
LM	G2 LED SPEAKER FLUSH MOUNT
W	G2 WEATHER-PROOF SPEAKER
W	G2 WEATHER-PROOF SPEAKER FLUSH MOUNT
SI	G2 SPEAKER METAL BOX
EP	G2 EXPANSION UNIT
AP	G2 ADAPTOR PLATE
MS	G2 MESSAGE SIGN
RR	G2 ROOM REMOTE
RR2	G2 ROOM REMOTE 2
HLT	G2 HDIVY REMOTE
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EXHIBIT C

Service Agreement



SERVICE AGREEMENT

This Service Agreement (“Agreement”) 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 Wausau
Attn: City Clerk
407 Grant Street
Wausau, WI 54403
Telephone: (715) 261-6620
Email: leslie.kremer@ci.wausau.wi.us

1. **Recitals.** The End User requires USDD to provide software maintenance and hardware repair services for its USDD fire station alerting system. USDD has agreed to service the End User’s System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, 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;
- b. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- c. “Commencement Date” shall be **August 1, 2021**.

- d. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to End User by USDD, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- e. “Emergency Support” means telephone access for End User’s “System Administrator” (as defined below) to USDD’s senior staff and engineers in the event of a Mission Critical Failure.
- f. “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.
- g. “Services” shall have the meaning set forth in Section 3, below;
- h. “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;
- i. “System” means all Hardware and Software purchased by End User either directly from USDD, or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by End User 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 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;
- j. “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 11, below.

3. **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:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays. USDD holidays are: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the following Friday, Christmas.

USDD holidays also include Good Friday and Columbus Day. Notwithstanding USDD will have at least one software engineer on call on those days;

- 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 End User'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. Repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD's principal place of business; and
- g. Ground shipping for the return of repaired Hardware.

4. **Hardware Repairs.** If a Hardware component requires repair and a valid claim is made during the Term, at its option, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with 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 or part is exchanged, any replacement item becomes the End User's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. End User shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to End User after repair or replacement. Replacement Hardware will be returned to End User configured as it was when the Hardware was originally purchased, subject to applicable updates.

5. **Claims.** Prior to requesting Services, End User is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, End User 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 web site: <http://stationalerting.com/service-support/>. End User 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.

6. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the End User's misuse or neglect of the System, damage arising from End User'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 End User'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 End User is in breach of any obligation to USDD under this Agreement or any other contract.

7. **Additional Services.** Except for the Services, all other acts or performances requested or required of USDD by End User ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by End User under this Agreement. Additional Services shall include (without limitation) End User'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. End User 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.

8. **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.

9. **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, and radios;
- e. The correct use of the System in accordance with USDD's operating instructions; and
- f. The security and integrity of the System.

10. **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.

11. **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, End User may renew this agreement for four (4) additional one-year terms (each an “Additional Term”) by giving written notice of End User’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). 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. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If End User fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due to USDD from End User under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.

12. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a “Due Date”), End User shall pay USDD an annual fee in advance for the Services to be delivered hereunder (“Annual Fee”). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to End User at any time under any circumstances (“Base Amount”), multiplied by .09. End User acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and other tangible goods and equipment purchased in the future. USDD shall calculate the Base Amount, determine the Annual Fee and provide an invoice to End User therefor within 45 days prior to the subject Due Date. End User shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

13. **Reinstatement.** If End User elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, End User may reinstate this Agreement upon the following terms:

- a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by End User, whichever occurs later. USDD reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.

- b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of USDD.
- c. End User shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.
- d. If End User reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by USDD to have been abandoned by End User. USDD will not provide further Services for the System, and End User will not be allowed to reinstate service and support of the System through another Service Agreement.

14. **Limited Warranty.** USDD warrants 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. 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 hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

15. **Force Majeure.** Except for End User's duty to pay sums due hereunder, 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.

16. **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.

17. **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.

18. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Wisconsin without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the parties.

19. **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.

20. **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.

21. **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.

22. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or

term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

23. **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 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 End User is a party.

City of Wausau:

US Digital Designs, Inc.:

By: _____
Name: _____
Its: _____
Date: _____

By _____
DOMINIC MAGNONI, Vice President
Date: _____

Attest:

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT D



NEW SYSTEM WARRANTY

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. (“USDD”) warrants that the System shall not contain any material defects and shall function in material conformity with the descriptions and specifications set forth in the EUAA for a period of 18 months from the date of shipment of Products from USDD’s warehouse (“Warranty Period”). Capitalized terms used herein and not specifically defined in this Warranty shall have the meanings set forth in the EUAA.

2. **Hardware Defects.** If a Hardware defect arises and a valid claim is made within the Warranty Period, USDD, at its option, will either (1) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the End User’s property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the System for which warranty service is claimed. End User shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to End User after repair or replacement. Replacement Hardware will be returned to End User configured as it was when the Hardware was originally purchased, subject to applicable updates.

3. **System Maintenance and Support.** During the Warranty Period, USDD shall provide Software updates and maintenance for the System (collectively the “Support Services”). The Services shall include the following:

- 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. 24 hour per day telephone access for End User's System Administrator or designee to USDD's senior staff and engineers in the event of a "Mission Critical Failure" (as defined below); and
- d. Updates for all System Software, as and when released by USDD.

4. **Claims.** Prior to making a Warranty claim or requesting Support Services, End User is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, End User 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/service-support/>. End User 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. **Mission Critical Failure.** "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. End User's use of Emergency Support in the absence of a Mission Critical Failure shall constitute Additional Services under the EUAA, which will be charged at USDD's then current rates.

6. **Exclusions and Limitations.** USDD's obligations under this Warranty are contingent on the End User providing USDD with VPN access using SSH protocol for remote access to the System for remote diagnosis. 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 End User's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty 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 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. If at any time during the Warranty Period, End User operates the System in a virtualized environment not provided by USDD or on any server other than dedicated servers provided by USDD, this Warranty shall not apply to server performance or compatibility with the remainder of the System. 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, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL 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 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 INDIRECT 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 Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF COMMON COUNCIL

Ratifying Executive Declaration No. 4 under City of Wausau Proclamation of State of Emergency pursuant to Stat. §323.14(4)(b) relating to City of Wausau Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus)

Committee Action: Pending

Fiscal Impact: None

File Number: 20-0317

Date Introduced: April 14, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, on the 18th day of March, 2020, the undersigned Mayor of Wausau proclaimed a State of Emergency pursuant to Wis. Stat. §§323.11 and 323.14(4)(b) (“Proclamation”); and

WHEREAS, such Proclamation, among other things provides that it is necessary and expedient for the health, safety, and protection of the City to temporarily suspend or modify applicable ordinances or resolutions to allow immediate response to meet the needs of the extraordinary existing conditions for as long as the emergency public health emergency remains in effect in this state; and

WHEREAS, such Proclamation, among other things further provides that the Mayor of the City of Wausau may take all appropriate measure related to City employees in addressing and responding to this health emergency; and,

WHEREAS, such Proclamation was ratified and affirmed by the Common Council on Tuesday, March 24, 2020; and,

WHEREAS, on March 18, 2020, the undersigned approved and declared a Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus) (“Original Policy”); and,

WHEREAS; the Common Council ratified and approved such Original Policy on March 24, 2020; and,

WHEREAS, the Original Policy stated that it “shall be a living document updated by the Human Resources Department as needed as the situation develops;” and,

WHEREAS, the State of Wisconsin, Department of Health Services, under the authority of Wis. Stat. §252.02(3) and (6) and powers vested pursuant to Executive Order #72, and at the direction of Governor Tony Evers has issued Emergency Order #12 Safer at Home Order (“Safer at Home Order”) on March 24, 2020; and,

WHEREAS, on March 18, 2020, Congress passed, and President Trump signed, the Families First Coronavirus Response Act (“FFCRA”); and,

WHEREAS, the passage of the FFCRA and issuance of the Safer at Home Order, as well as other considerations important to the maintenance of municipal services to citizens and protection of City employees, require modifications to be made to the Original Policy, the undersigned hereby declares that the Original Policy is modified and superseded by the attached revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).

BE IT RESOLVED, that the actions of the Mayor for the City of Wausau set forth in Executive Declaration No. 4 relating to revisions of the Policy for Employees with Symptoms or Exposure of Novel COVID-19 flu (Coronavirus), a copy of which is attached hereto, are hereby ratified and affirmed and become the action of this Common Council as fully set forth therein.

Approved:

Robert B. Mielke, Mayor

CITY OF WAUSAU
POLICY FOR EMPLOYEES WITH SYMPTOMS OR EXPOSURE OF NOVEL COVID-19 FLU (CORONAVIRUS)

Effective: March 18, 2020

Revised: March 31, 2020

BACKGROUND

The Centers for Disease Control is responding to an outbreak of respiratory disease caused by novel (new) coronavirus that has been named “SARS-CoV-2” and the disease it causes has been named “coronavirus disease 2019” (abbreviated “COVID-19”). On January 30, 2020 the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a “public health emergency of international concern” (PHEIC). On January 31, Health and Human Services declared a public health emergency (PHE) for the United States to aid the nation’s healthcare community in responding to COVID-19. On March 11, the WHO characterized COVID-19 as a pandemic. On March 13, the President of the United States declared the COVID-19 outbreak a national emergency.

Coronaviruses are a large family of viruses that are common in people and many different species of animals, including camels, cattle, cats, and bats. Rarely, animal coronaviruses can infect people and then spread between people such as with MERS-CoV, SARS-CoV, and now with this new virus (named SARS-CoV-2). This is the first pandemic known to be caused by the emergence of a new coronavirus.¹

Marathon County will take appropriate measures to limit or slow any further spread of this disease in our workplace, schools and community. People who are actively sick with COVID-19 can spread the illness to others; therefore it is important that employees with symptoms consistent with COVID-19 minimize their exposure to others. This policy addresses employment considerations in relationship to the exclusion, either voluntary or mandatory, of City employees from employment based on possible COVID-19.

The City of Wausau is still determining the most effective way to respond to the developing COVID-19 challenge. The health and wellbeing of our employees and the citizens of Wausau are of utmost importance to the City. The content of this policy may be revised by Human Resources staff, with approval from the Mayor and/or Council as appropriate, as procedures and public health recommendations change. The Human Resources Department continues to monitor progress of federal legislation governing COVID-19 responses, and will continue to update this policy as needed.

COVID-19 SYMPTOMS

People who are sick with influenza-like illness (fever plus at least cough or shortness of breath) should stay home and minimize contact with others, including avoiding travel, for at least 72 hours after your fever is gone and at least 7 days have passed since symptoms first appeared,

except to get medical care or for other necessities. (Your fever should be gone without the use of fever-reducing medicine.) If you will be tested to determine if you are still contagious, you can leave the home when you no longer have a fever, other symptoms have improved, and you received two negative tests in a row 24 hours apart.²

Employees who exhibit influenza-like symptoms as described above, or suspect an exposure to someone suffering from COVID-19, are required to report that information to their supervisor before returning to work. Suspected exposures should contact the Marathon County Health Department at 261-1900 for guidance.

PREVENTION

The health of staff and the community is the highest priority within the City of Wausau. As such, all employees are expected to follow CDC, Wisconsin Health Department and Marathon County Health Department recommendations regarding the COVID-19 virus.

Individuals have an important role in protecting themselves and their families.

- Stay informed. Health officials will provide additional information as it becomes available.
- Employees should take these everyday steps to protect your health and lessen the spread of this new virus:
 - Cover your nose and mouth with a tissue when you cough or sneeze. Throw the tissue in the trash after you use it.
 - Wash your hands often with soap and water, especially after you cough or sneeze. Alcohol-based hand cleaners are also effective and will be available in your department.
 - Avoid touching your eyes, nose or mouth. Germs spread this way.
 - Clean and disinfect high-touch surfaces in your home, and to the extent possible avoid touching high-touch surfaces in public places.
 - If you are sick, you may be sick for a week or longer. You should stay home and keep away from others as much as possible, including avoiding travel and not going to work or school, for at least 72 hours after your fever is gone except to get medical care or for other necessities. (Your fever should be gone without the use of over-the-counter fever-reducing medicine.) If you leave the house to seek medical care, call ahead and wear a facemask, if available and tolerable, and cover your coughs and sneezes with a tissue. In general, you should avoid contact with other people as much as possible to keep from spreading your illness, especially people at increased risk of severe illness from influenza. Stay in a specific “sick room” and limit contact with people and pets.
 - Employees are expected to follow the CDC prevention guidelines found at <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-prevent-spread.html> and <https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html>
 - For more information, visit the CDC website at <https://www.cdc.gov/coronavirus>

As a prevention technique, the CDC recommends that individuals perform routine environmental cleaning.

- Routinely clean all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs. Use the cleaning agents that are usually used in these areas and follow the directions on the label.
- No additional disinfection beyond routine cleaning is recommended at this time.
- Provide disposable wipes so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.³

City of Wausau Building Maintenance contacted the cleaning contractor responsible for City buildings, and they have assured that their staff received training regarding the current health crisis. However, all departments are strongly encouraged to establish appropriate in-house environmental cleaning procedures.

GOVERNOR'S STAY AT HOME ORDER

On Tuesday, March 24, 2020 Governor Evers issued a Safer at Home order, to be effective from March 25, 2020 until Friday, April 24, 2020. Under this order, individuals are ordered to stay at home or place of residence, although individuals may leave their home or residence to perform essential activities of daily living. The order goes on to state that individuals may leave their homes or residences to perform essential government functions.

To comply with this order, Department Directors designated all employees based on operational need into three categories:

1. Required employees: Required employees are critical to business operations and must report to work or work in the field to perform their required duties. These employees may be required to report on a modified schedule according to department needs.
2. Required remote employees: Required remote employees are critical to business operations but can perform all or part of their duties remotely. Those employees are required to complete a Temporary Work at Home request form and follow the guidance under "Alternate Work Arrangements and Telecommuting" below.
3. Non-required employees: Non-required employees shall not report to work unless instructed to do so by their Director.

Any employee may be re-designated as the COVID-19 virus continues to impact the City's operations. Also, employees may be assigned to perform essential work in other units for which they may be qualified and/or can safely perform the work. If an employee is reassigned to perform other essential work, they will continue to be paid according to their regular pay rate. Reasonable exemptions from reassignment based on high-risk status may apply, as determined by the Human Resources Department. An employee who fails to report during his/her regular work hours, or refuses a work reassignment, may be subject to discipline up to and including discharge, and will not be eligible for pay during the time period where work was offered and available.

The City of Wausau also issued the following guidance in response to the Safer at Home order:

- Employees shall suspend any non-essential meetings, or replace with virtual meetings.
- Whenever possible, ridership in City vehicles (excepting transit) shall be limited to one person. This may require temporary reassignment of City vehicles.
- All City equipment and work places shall be sanitized by the operator/employee at the start of each shift.
- Lunch or break room access is restricted to food storage and food prep wherever possible. If not possible, the space shall be sanitized frequently and employees must practice appropriate social distancing protocol.

TELECOMMUTING

In an effort to slow the transmission of the disease, and in response to hardships developing from school closures, employees may request permission to work from home. Normally, these arrangements are heavily restricted under City policy. However, in response to the Governor's Safer at Home order, departments that are able to have employees work from home are authorized to do so. This accommodation may not be possible for all employees, and may only be possible for a limited number of employees. The Department Director must determine what is appropriate for each individual situation. Department Directors should work with CCIT to ensure that telecommuting options are possible with the current technology available to the City, and that proper information security protocols are observed. Employees who are granted a telecommuting accommodation under this policy should be aware that this accommodation is temporary in nature, and may be revoked by the City. All telework accommodations granted under this policy will end when public health conditions related to the COVID-19 virus no longer require these extraordinary measures, as determined by the Mayor and/or Common Council. Employees being granted a telecommuting accommodation must complete a Temporary Work at Home Request Form, available in the Human Resources Department or on the City's intranet, prior to beginning to telecommute. City-owned equipment remains the property of the City of Wausau and must be returned to the workplace at the end of the temporary telecommunicating assignment.

Barring authorization from the Mayor or Council, all departments are expected to maintain service to the citizens of Wausau. Any decisions related to closure of departments or services require the approval of the Mayor or action by the Common Council.

ALTERNATE WORK ARRANGEMENTS

Another effort to slow the transmission of the disease is alternate work arrangements. Department Directors may establish schedules designed to limit employee contact, and to attempt to preserve the health of employees as required to maintain department operations. All alternate work schedules must be approved by the Mayor or Common Council, either in writing or via public action, prior to implementation.

If an employee is assigned a reduced or altered schedule because of the emergency, that employee shall be guaranteed 100% of their normal bi-weekly base pay (see below for the

exclusions to this guarantee.) An employee who is assigned an alternate work schedule that represents a reduction in hours shall use the pay code “Covid Shift Pay” to document the hours below the normal schedule and to receive normal hourly compensation for those hours. Use of the “Covid Shift Pay” does not deduct accrued time from an employee’s leave bank, and is WRS reportable.

Salary continuation for alternate work schedules does NOT guarantee that an employee under quarantine order, out sick, or caring for a covered relative will maintain 100% pay. Employees will not maintain their current salary if the City of Wausau institutes a furlough or layoff. The City cannot extend this salary continuation guarantee to grant-funded positions unless the grant-funding allows, and does not extend to represented employees unless the labor organization representing the employees enters into a Memorandum of Understanding with the City. This policy only guarantees continued pay if a Department Director reduces an employee’s schedule based on the needs of the City, and does not prohibit the City from amending or ending this guarantee based on future needs.

Alternate work arrangements resulting in lost time, and any pay practices affected or changed by an alternate work arrangement must be approved by the Mayor or Council prior to implementation.

TRAVEL RESTRICTIONS AND POST-TRAVEL QUARANTINE

The City of Wausau has restricted all work travel to locations with widespread or ongoing community spread of COVID-19, and is prohibiting all non-essential work travel outside of Marathon County. Employees are required to report all out-of-state travel to their supervisors before their date of departure.

The CDC has issued travel guidelines and recommendations regarding travel on their website at <https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>. The City of Wausau is requiring employees follow CDC, Wisconsin Health Department, and Marathon County Health Department recommended guidelines for quarantine after travel. In other words, if you travel to an area where the CDC, Wisconsin Health Department or Marathon County Health Department is recommending a 14 day quarantine, the City of Wausau will not allow you to return to work until 14 days after your return. As of March 17, 2020, the CDC and Wisconsin Health Department are recommending a 14 day quarantine after travel to a country with a Level 3 Travel notice (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/after-travel-precautions.html>) or states with sustained community transmission (<https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-in-us.html>).

An employee who travels to a location subject to quarantine before the effective date of this policy is eligible for sick leave and other paid leave usage to cover a recommended quarantine period. Please note that an employee who travels to a Country with a Level 3 Health Notice or an area with community spread of COVID-19 after the effective date of this policy will not be eligible to use any paid leave for the required quarantine period. Effective April 1, 2020, an employee subject to quarantine after travel may be eligible for protection and pay under the Families First Coronavirus Response Act.

EXCLUSION FROM EMPLOYMENT

The City of Wausau will take appropriate action to prevent, suppress and control COVID-19 and other communicable diseases. In order to maintain a safe work environment, the City of Wausau may exclude certain employees from employment if they are experiencing symptoms similar to COVID-19. The City of Wausau may also exclude employees from employment if they are subject to a quarantine order by a local, state or federal health official. Employees should first be given the opportunity to voluntarily leave the workplace and utilize sick or other paid leave balances. If the employee refuses, the employer may then exclude him/her from employment.

Individuals who are excluded from employment under this protocol will be given an Exclusion from Employment Notification Form (EENF) and will be directed to go home and will not be allowed to return to their worksite until one of the following conditions is met:

- At least 72 hours after his/her fever is gone has elapsed, other symptoms have improved, and at least 7 days have passed since symptoms first appeared. (Employee fever should be gone without the use of fever-reducing medicine.)
- Fever is gone (without use of fever-reducing medicine), other symptoms have improved, and receipt of two negative tests in a row 24 hours apart.
- A medical provider or a local, state, or federal health official or their representative has declared the employee may return to work.

The CDC provides guidance regarding return-to-work requirements at <https://www.cdc.gov/coronavirus/2019-ncov/healthcare-facilities/hcp-return-work.html>.

No disciplinary action will result from an employee's use of sick leave based on this exclusion. Employees who are excluded from work are eligible to use sick leave for the period of exclusion, and may be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave. An employee's Perfect Attendance Leave eligibility will not be affected by use of sick leave arising from an exclusion from work.

LEAVE BENEFITS

SICK LEAVE: The City of Wausau has a generous sick leave policy already in place to protect employees who need to miss work due to illness. An employee may use sick leave when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. Employees may also use sick leave to attend medical appointments, and to care for a member of his/her family's serious health condition. For more information on the City's sick leave policy, please visit the Employee Handbook Section 8.06-Sick leave. This policy temporarily adjusts sick leave requirements so that an employee under a "recommended quarantine" (per CDC and Health department guidelines) is eligible to use sick leave for the quarantine period, even if the employee is asymptomatic, except as established under "Travel Restrictions and Post-Travel Quarantine" above. Please see the policy below for information on the Emergency Paid Sick Leave benefit under the FFRCA and the Emergency Responder Paid Sick Leave benefit.

PERFECT ATTENDANCE LEAVE: Perfect Attendance Leave eligibility will not be affected by absences resulting from exclusion from employment or voluntary sick leave usage for illnesses consistent with COVID-19 symptoms. In order to avoid PAL ineligibility, the employee and their supervisor must certify to HR that the sick leave usage met the above criteria. The provisions under the Perfect Attendance Leave Policy remain in effect for all other sick leave usage.

FMLA: The seasonal flu and colds do not normally qualify for FMLA; however, depending upon the severity of symptoms and complications an employee may be eligible for FMLA because of a COVID-19 illness, or to care for a family member suffering from COVID-19. The Families First Coronavirus Response Act has also temporarily expanded FMLA coverage. If you think you may be eligible for FMLA, or for more information on FMLA benefits, please contact your Human Resources department.

DONATED LEAVE: The City of Wausau's Donated Leave Policy allows employees to donate vacation time to employees with a serious medical illness themselves or of an immediate family member. Information on the Donated Leave Policy is available on the City's Intranet, or by contacting the Human Resources Department.

UNPAID LEAVES OF ABSENCE: Employees may request leave without pay. Leaves shall not exceed 30 days without approval by the Human Resources Committee and Common Council. During an unpaid leave of absence longer than 5 days, no benefits shall accrue. Participation in group insurance plans can be maintained provided the employee pays the full cost.

VACATION: The City has temporarily suspended vacation maximum accrual limits in the Employee Handbook Section 8.04 – Vacation. Employees will be able to accrue vacation time above their stated maximum amount until October 31st. On November 1, employees will stop accruing additional time above the maximum amount of vacation and will lose any vacation accrual amounts above the maximum accrual limit in the Employee Handbook, existing on that date. Payout of vacation benefits remains subject to the original policy (i.e. the City of Wausau will not pay out vacation balances, upon separation from service or for any other reason, above the maximum accrual amount allowable in the Employee Handbook). The suspension of vacation accrual limits does not apply to represented employees, unless the labor organization representing the employees enters into a Memorandum of Understanding with the City.

FAMILIES FIRST CORONAVIRUS RESPONSE ACT

On March 18, 2020 President Trump signed the Families First Coronavirus Response Act (FFCRA) into law. This law is effective April 1, 2020 and ends no later than December 31, 2020. The law provided:

1. Emergency Paid Sick Leave (pay code VTO or Virus Time Off)
2. Emergency Family and Medical Leave Act Expansion

These are separate and distinct benefits, but they may overlap. For example, an employee may be able to use Emergency Paid Sick Leave during the first two weeks of his/her Emergency FMLA.

Note: If the City of Wausau institutes a furlough or layoff, employees are not eligible for Emergency Paid Sick Leave or Emergency Family and Medical Leave Act Expansion coverage.

Under the FFCRA, an employer may exclude emergency responders from coverage. The Department of Labor has stated, “For the purposes of employees who may be excluded from paid sick leave or expanded family and medical leave by their employer under the FFCRA, an emergency responder is an employee who is necessary for the provision of transport, care, health care, comfort, and nutrition of such patients, or whose services are otherwise needed to limit the spread of COVID-19. This includes but is not limited to military or national guard, law enforcement officers, correctional institution personnel, fire fighters, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel, 911 operators, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility. This also includes any individual that the highest official of a state or territory, including the District of Columbia, determines is an emergency responder necessary for that state’s or territory’s or the District of Columbia’s response to COVID-19.”

Following this guidance from the Department of Labor, the City of Wausau is excluding employees who are responsible for responding to medical, fire, public safety and police emergencies, as well as those employees necessary to respond to public health emergencies related to the City’s water, wastewater and streets infrastructure. The following is a list of employees currently considered as emergency responders (the City may revise this list as needed as the COVID-19 emergency continues):

- All sworn Fire and Police personnel
- Wastewater staff required to maintain or operate pumps and equipment: Plant Maintenance Mechanic, Senior Plant Maintenance Mechanic, Senior Sewer Maintainer, Sewer Maintainer, Waste Water Plant Operations Technician, Collections System Supervisor, and Wastewater Lab Technician, and Wastewater Superintendent.
- Water staff required to maintain or operate pumps and equipment: Water Distribution Maintainer, Senior Water Distribution Maintainer, Water Plant Operations Technician, Water Plant Operator, and Water Operations Superintendent.
- Streets staff required to maintain infrastructure: Street Maintainer, Equipment Operator, Senior Equipment Operator, and Senior Equipment Service Mechanic, Equipment Service Mechanic, Traffic Maintainer, Fleet Supervisor, Fleet and Facilities Manager, Electrical Worker II, Electrical Worker III, Public Works Supervisor, and Public Works Superintendent.

EMERGENCY PAID SICK LEAVE

Emergency paid sick leave, or VTO, may be used when an employee is unable to work for one of the following reasons:

Self-care

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

Care of others

4. The employee is caring for an individual who is subject to an order described above, or has been advised to self-quarantine as described above.
5. The employee is caring for his/her child (as defined by the FMLA) because the child's school or place of care has been closed or is unavailable due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Full-time employees receive 80 hours of Emergency Paid Sick Leave, or VTO, and part-time employees receive Emergency Paid Sick Leave equivalent to the number of hours that employee would work on average over a two-week period. Emergency Paid Sick Leave is paid at 100% the employee's regular rate of pay up to \$511/day and \$5,110 total for reasons included under "self-care." Emergency Paid Sick leave is paid at 2/3 of an employees' regular rate of pay up to \$200/day and \$2,000 total for reasons included under "care of others."

Note: If telecommuting work is available and offered, an employee is not eligible for pay under this section of the FFRCA.

EMERGENCY FAMILY MEDICAL LEAVE ACT

The FFCRA also temporarily expanded employees FMLA rights and benefits. Effective April 1, 2020 and ending no later than December 31, 2020, all employees with at least 30 days of employment are covered by the Emergency Family Medical Leave Act.

Emergency Family Medical Leave can be used when the employee is unable to work in order to care for his/her son daughter (as defined by the Family Medical Leave Act) who is under 18 years of age if the child's school or place of care has been closed or is unavailable due to COVID-19 precautions. The employee must provide notice of leave to the City of Wausau as soon as practicable.

The FFRCA did not expand the amount of leave provided under FMLA. The normal 12 week FMLA leave limit applies.

The first 10 days of leave under the Emergency Family Medical Leave Act is unpaid. An employee can elect to use paid leave including vacation, personal, sick leave or Emergency Sick Leave during the first ten days of leave. All subsequent days of Emergency Leave under the FMLA is paid at 2/3 or the employee's normal regular rate for the number of hours the employee would otherwise have worked, up to \$200 per day and a \$10,000 maximum.

For more information on the Family Medical Leave Act, please refer to the Employee Handbook 8.07 – Family Medical Leave Policy or the Family and Medical Leave Act Policy Expansion (Public Health Emergency Leave COVID-19) & COVID-19 Paid Sick Leave Policy. Both of these documents are available on the City of Wausau Intranet or in the Human Resources Department.

EMERGENCY RESPONDER PAID SICK LEAVE

The City of Wausau is extending the following Emergency Responder Paid Sick Leave benefit, which will apply to individuals who have been exempted from coverage under the Families First Coronavirus Response Act as an emergency responder. This benefit may be used when an employee is unable to work for one of the following reasons:

- The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19 issued by the CDC, DHS or Marathon County Health Department.
- The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19.
- The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

Full-time employees receive 80 hours of Emergency Responder Paid Sick Leave, and part-time employees receive Emergency Responder Paid Sick Leave equivalent to the number of hours that employee would work on average over a two-week period. Emergency Responder Paid Sick Leave is paid at 100% the employee's regular rate of pay up to \$511/day and \$5,110 total. Employees should use the pay code "EVTO" or "Emergency Virus Time Off" to report hours used under this benefit.

The Emergency Responder Paid Sick Leave benefit shall go into effect on April 1st, and ends no later than December 31, 2020. This benefit shall expire in conjunction with the Emergency Paid Sick Leave portion of the Families First Coronavirus Response Act.

Note: If telecommuting work is available and offered, an employee is not eligible for pay under this City policy. This benefit does not extend to represented employees unless the labor organization representing the employees enters into a Memorandum of Understanding with the City.

WORKERS COMPENSATION

Exposure to COVID-19 that arose from the employee's work may be eligible for Worker's Compensation. However, to be eligible for Worker's Compensation the exposure must be proven to have occurred while the employee was performing work. Employees who believe their exposure to COVID-19 is eligible for Worker's Compensation should follow established Worker's Compensation policies and procedures.

¹ "Coronavirus Disease 2019 (COVID-19) Situation Summary." *Centers for Disease Control and Prevention*, 15 March 2020, <https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/summary.html>.

² "What To Do if You Are Sick." *Centers for Disease Control and Prevention*, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

³ "Interim Guidance for Businesses and Employers." *Centers for Disease Control and Prevention*, <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.

**CITY OF WAUSAU
EXCLUSION FROM EMPLOYMENT NOTIFICATION (EENF)/
FITNESS FOR DUTY/RETURN TO WORK MEDICAL RELEASE
COVID-19 (Coronavirus)**

Instructions: This form is to be used when Wausau City employees are excluded from employment in accordance with the aforementioned policy.

This section to be completed by Department Director or Authorized Designee

In accordance with the City of Wausau Policy for Employees with Symptoms or Exposure of COVID-19 Flu (Coronavirus).

_____ has been excluded from employment
(Employee Name)

Effective _____ a.m./p.m. on _____, _____, 2020
(Time) (Day) (Month) (Date)

Individuals who are excluded from employment under this protocol will be directed to go home and will not be allowed to return to work until either:

- At least 72 hours after his/her fever is gone has elapsed, other symptoms have improved, and at least 7 days have passed since symptoms first appeared. (Employee fever should be gone without the use of fever-reducing medicine.)
- Fever is gone (without use of fever-reducing medicine), other symptoms have improved, and receipt of two negative tests in a row 24 hours apart.
- A medical provider or a local, state, or federal health official or their representative has declared the employee may return to work.

Employees will be expected to return to work as soon as the exclusion period ends. Employees requesting additional time off once the exclusion period ends must follow their department leave rules and policies.

(Department)

(Signature of Department Director or Authorized Designee)

**CORONAVIRUS DISEASE 2019 (COVID-19) SCREENING TOOL
FOR CITY OF WAUSAU EMPLOYEES**

The symptoms of COVID-19 include fever, cough, and shortness of breath. For most people, the immediate risk of becoming seriously ill from the virus that causes COVID-19 is thought to be low. Older adults and people of any age with underlying health conditions, such as diabetes, lung disease, or heart disease, are at greater risk of severe illness from COVID-19. Use the following checklist or the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html> to help decide if you or someone in your family may have COVID-19:

- Yes No Do you have a fever of 100.4° F or greater using an oral thermometer?
- Yes No Do you have a cough?
- Yes No Do you have shortness of breath?

Seek medical advice if you

- Develop any of the above symptoms

AND

- Have been in close contact with a person known to have COVID-19 or live in or have recently traveled from an area with ongoing spread of COVID-19. Call ahead before you go to a doctor's office or emergency room. Tell them about your recent travel and your symptoms.

SHOULD I STAY HOME FROM WORK?

If you checked yes to a fever you should stay home at least 72 hours after your fever and any other symptoms are gone. People with COVID-19 should stay home until 72 hours after your fever is gone, other symptoms have improved, and seven days have passed since symptoms first appeared. Your fever and other symptoms should be gone without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants). During this time:

- Stay home except to get medical care, if needed
- Avoid public areas
- Avoid public transportation
- Stay away from others
- Limit contact with pets & animals

If you think you have been exposed to COVID-19 and develop a fever and symptoms, such as coughing and difficulty breathing, call your healthcare provider for medical advice.

**CITY OF WAUSAU
TEMPORARY WORK AT HOME REQUEST FORM**

This agreement establishes the terms and conditions of telecommuting. The employees who participate in the Telecommuting Program are to follow the guidelines and policies outlined below.

1. Duration: This agreement will be valid until such time that the City of Wausau deems it canceled.
2. Work hours: Employees participating in this program are expected to work the traditional core hours of work that has been pre-established by their Department Director.
3. Pay and Attendance: All pay and leave will be based on the employee's position. The employee's time and attendance will be recorded as if performing official duties at the worksite facility.
4. Leave: Employees must obtain supervisory approval before taking leave in accordance with established department procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.
5. Overtime: An employee working overtime approved in advance will be compensated in accordance with applicable law and rules. The employee understands that failing to obtain proper approval for overtime work may result in the agreement being canceled.
6. City Owned Equipment: In order to perform work effectively, employees may use City of Wausau equipment at the telecommuting location. However, employees are expected to maintain their devices in a manner that the equipment does not become damaged due to neglect of the equipment, lost or stolen.
7. Liability: The City of Wausau will not be responsible for damages to the employee's property resulting from telecommuting.
8. Cost: The City of Wausau will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities) associated with the use of the employee's residence. The employee will be supplied with needed office supplies. Reimbursement for authorized expenses incurred while conducting official duties at the telecommuting location will need to be pre-authorized by the Department Director.
9. Workers' Compensation: The employee is covered under workers' compensation if injured while performing official duties. Telecommuting employees are responsible for notifying the City if such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite, or caused by environment of telecommuting location.
10. Work Assignment: Work Assignments will be provided by the Department Director or Supervisor which can be communicated via phone, email, or in-person. The frequency of meetings with the Department Director or Supervisor is at their discretion. The employee will complete all work assignments according to procedures determined by the Department Director or Supervisor.
11. Tax and Other Legal Implications: The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

I agree to the above terms and understand that this agreement is temporary in nature.

Print Employee Name Employee Signature Date Department Director Signature Date



CITY OF WAUSAU
COVID-19 APPLICATION FOR LEAVE OF ABSENCE
FAMILY AND MEDICAL LEAVE ACT (FMLA)

TO ENSURE CONFIDENTIALITY
COMPLETE THIS FORM AND RETURN DIRECTLY TO THE HUMAN RESOURCES DEPT.

Name: _____ Date: _____

Current Address: _____

Department: _____ Location: _____

Supervisor Name: _____ Supervisor Phone Number: _____

Position/Job Title: _____ Date of Hire: _____

Expected Leave Start Date: _____ Expected Return Date: _____

Reason for Leave:

Need for leave of:

- Self Spouse/Domestic Partner* Child (DOB _____) Parent

Name: _____

Relationship to employee: _____

Please state the reason: _____

- Employee caring for someone in quarantine.
- Employee caring for their son or daughter due to school/daycare COVID-19 related closure.
- Employee experiencing "any other substantially similar condition specified by the Secretary of Health and Human Services".
- Employee's own COVID-19-related quarantine order from local/state/federal government.
- Employee's own COVID-19- related self-quarantine recommended by health care provider.
- Employee has COVID-19 symptoms and is seeking a medical diagnosis.
- Other (please explain): _____

While I am on leave, I would like to substitute the following paid time provided by the City.

Please circle your choice: Sick Leave City Vacation City Emergency Paid Sick Leave (if available)

Leave based on the serious health condition of the employee or employee's qualified family member will require completion of a medical certification form by the attending Health Care Provider.

*** Wisconsin leave is allowed for same-sex and opposite-sex domestic partners who qualify under Wisconsin law.**

Employee Name (Print)

Employee Signature

Date

**CITY OF WAUSAU FOR EMPLOYEES WITH SYMPTOMS OR EXPOSURE OF
COVID-19 (CORONAVIRUS)
FREQUENTLY ASKED QUESTIONS (FAQ)
March 16, 2020**

1. How do I know if an employee needs to be excluded from employment?

An employee should be excluded from the workplace if he/she meets any one of the following:

- is currently experiencing symptoms consistent with COVID-19 (Coronavirus) as defined by the CDC
- is diagnosed by a healthcare provider as having COVID-19

2. What do I do if an employee needs to be excluded from employment?

Supervisors should use prudent judgement when considering excluding an employee from work. Please read and familiarize yourself with the COVID-19 symptoms. CDC guidelines on COVID-19 can be found at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

Supervisors who have concerns or questions about employees must consult with the Human Resources Department or a Marathon County Health Department Representative before considering sending the employee home and excluding him/her from the workplace. If, after careful consideration and consultation, it is determined that the employee should be excluded from employment, the Department Director or authorized designee should complete the Exclusion from Employment Notification Form (EENF) and give a copy to the employee. The original EENF should be provided to Human Resources and placed in the employee medical file. Explain to the employee that he/she is being excluded from employment until he/she meets the criteria to be allowed to return.

3. What if the employee calls in sick, or voluntarily goes home because he/she suspects COVID-19?

The employee can go/stay home if he/she has the symptoms. The employee may use sick or other paid leave and should follow all departmental leave rules and policies.

Perfect Attendance Leave eligibility will not be affected by absences resulting from exclusion from employment or consistent with COVID-19 symptoms. In order to avoid PAL ineligibility, the employee and their supervisor must certify to HR that the sick leave usage met the above criteria. The employee may also be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave, or Emergency FMLA expansion coverage. Please complete the COVID-19 Application for Leave of Absence and Human Resources will guide you through the process.

4. What if an employee calls in sick, or voluntarily goes home, and claims the illness is something other than COVID-19 (i.e back spasms, migraines, asthma attack, etc.)?

Do not assume that every employee who calls in sick as symptoms of COVID-19. If, when he/she reports back to work, he/she displays symptoms consistent with COVID-19, the protocol for exclusion should then be followed.

All City and departmental policies and procedures regarding requesting and receiving approval for sick leave will apply. Most call in policies should require that the employee speak directly with the supervisor or designated person and provide a general description of their illness.

Employees absent for reasons unrelated to COVID-19 must follow standard policies and procedures.

5. What do I do when an employee says that someone in their family, or living in their household, has COVID-19?

You should call 261-1900 and consult with someone from Marathon County Health Department.

If your employee is requesting absence to care for a family member who has been diagnosed with a confirmed or presumptive case of COVID-19, all City and departmental policies and procedures regarding requesting and receiving approval for sick leave will apply. Per City policy, an employee may use sick leave for a member of his/her family's serious health condition, where the serious health condition is certifiable under FMLA or where the immediate family member requires the constant attention of the employee. Immediate family is defined as the employee's spouse, child, parent or relative living in the same household as the employee.

6. What do I tell other employees when someone has been excluded?

Supervisors should never discuss an employee's health with any other employee. If other employees ask, you should simply state, "Just as I don't discuss your health status with other employees, I am not going to discuss his/hers with you. The employee (name) is out on leave." If employees are expressing concern about their own health safety, you should tell them that the department is following CDC and public health protocols and taking appropriate measures to ensure the safety of all employees.

7. How do I know when the employee is to be allowed to return to work?

Individuals who are excluded from employment under this protocol will not be allowed to return to work until either:

- At least 72 hours after his/her fever is gone has elapsed, other symptoms have improved, and at least 7 days have passed since symptoms first appeared. (Employee fever should be gone without the use of fever-reducing medicine.)
- Fever is gone (without use of fever-reducing medicine), other symptoms have improved, and receipt of two negative tests in a row 24 hours apart.

The employee is expected to return to work immediately once one of the above criteria has been met, unless otherwise directed by the department. If he/she chooses to remain at home because still not feeling well, all regular City and departmental sick leave policies and procedures should be followed.

8. Should I call an employee at home to get information about his/her symptoms, or an update as to his/her health status?

No. Once the employee has been excluded, it is up to the employee and/or his/her health care provider to determine his/her ability to return to the workplace.

If the employee voluntarily requests time off related to COVID-19 illness, he/she should follow all regular departmental sick leave policies and procedures, including calling in sick for each scheduled shift, unless a medical professional or health department personnel has removed the individual from work for an established period of time.

9. Is this a violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)?

No. HIPAA provides protection of personal health information. It does not prohibit an employee from providing information to his/her employer. It is the healthcare provider's responsibility to obtain consent from the employee prior to releasing any protected health information.

10. How is the employee who has been excluded from employment to be compensated?

Employees who are excluded from employment under this policy can use sick or other accrued leave for all time away from work. The employee may also be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave, or Emergency FMLA expansion coverage.

11. What if the employee does not have any/enough sick leave accrued?

Employees may use other paid leave benefits according to established City policies. If the employee meets the requirements, the employee may also participate in the City's Donated Leave Policy. Under qualifying circumstances, if the employee is enrolled in the benefit, the employee may apply for income continuation insurance. Employees may also request an unpaid leave of absence. City policies regarding pro-rated benefit accruals/contributions may apply for employees on unpaid leaves of absence.

12. How will the use of sick leave related to COVID-19 affect the employee's other benefits?

Perfect Attendance Leave eligibility will not be affected by absences resulting from exclusion from employment or voluntary sick leave usage for illnesses consistent with COVID-19 symptoms. In order to avoid PAL ineligibility, the employee and their supervisor must certify to HR that the sick leave usage met the above criteria.

13. Can a health employee refuse to come to work, or perform job duties because of a belief that by doing so, he or she would be at increased risk of catching COVID-19?

No. If the employee refuses, he/she may face disciplinary action as a result of refusing to work. Each situation should be reviewed on a case-by-case basis in consultation with the Human Resources Department.

14. Can an employee who is exposed to, or diagnosed with, COVID-19 file a Worker's Compensation claim?

If an employee becomes ill because of a direct workplace exposure, he/she may be entitled to injury pay under Worker's Compensation. The supervisor should report the claim, and all other Worker's Compensation protocol should be followed.

15. What if an employee requests to work from home during the period of exclusion?

An employee has been excluded from work because they are ill. They should be encouraged to focus on their recovery and not work.

16. What if an employee requests to work from home either to avoid to exposure, to care for sick family members or to care for dependent children when schools are closed during the pandemic?

For many jobs, this is not possible. For some jobs, especially in management, there are things that the employee can accomplish from home. The Department Director must determine what is appropriate for each individual situation.

17. What pay can an employee use for absences caused by child care needs because schools have been closed due to COVID-19?

If an employee's child is asymptomatic, any absences related to child care remain ineligible for sick leave usage. The employee may use any paid leave other than sick leave for these absences, provided the absence is duly approved according to department rules. Starting April 1, employees may use EMFMLEA (Emergency Family Medical Leave Expansion Act) time to stay home with their child whose school or day care is closed due to COVID-19. Please complete the COVID-19 Application for Leave of Absence and Human Resources will guide you through the process.

18. Can an employee receive FMLA because of COVID-19?

Eligibility for FMLA will depend upon the severity of the symptoms and each individual situation. FMLA may be concurrently approved or designated in accordance with State and Federal laws and City of Wausau FMLA policy. The employee is required to provide the appropriate medical certification to document the serious health condition of him/herself or a qualifying family member, and must give appropriate notice according to the laws and policy. For FMLA questions call Human Resources at 261-6632.

19. During a COVID-19 outbreak can my supervisor cancel my vacation time off request that has already been approved?

Yes, your supervisor has the authority to cancel any pre-approved vacation request, especially in situations where there are serious staff shortages as a result of illness.

20. Will my healthcare plan cover medical expenses associated with treatment for influenza?

Yes, you will have the same coverage that is currently available for any emergency or non-emergency illness. Deductibles and copays will apply. Tests to diagnose COVID-19 shall be covered 100%.

21. What assistance is available to help me cope with the emotional impact of an influenza outbreak?

The City of Wausau provides resources to help employees and eligible dependents cope with these and other types of life events through its Employee Assistance Program (EAP). Call 1-800-540-3758. The EAP provides confidential, short-term counseling at no cost to the employee.

22. My Department Director has changed my work schedule. How to I record lost time?

The City of Wausau has guaranteed that an employee will continue to receive 100% of their base pay if their hours are reduced by their Department Director in response to the Covid-19 situation. If you are assigned a schedule less than your normal hours (80 hours biweekly for full-time employees, or your base part-time schedule), use the pay code COVID-19 to record and receive pay for the missing hours. If you do not know what your base pay or schedule is, contact Human Resources for information.

23. I missed work because I got sick with flu-like symptoms. My pay is guaranteed at 100% and I don't have to use my balances, right?

No. The salary guarantee only protects employees whose Department Director assigned an alternate schedule which is less hours than their normal schedule. However, you may

qualify for Emergency Paid Leave. Please complete the COVID-19 Application for Leave of Absence.

24. I am home caring for my child because their school/day care is closed. What do I do?

First, make sure you notify your employer of your need to be absent according to your department's call-in procedures. Then complete the COVID-19 Application for Leave of Absence (attached) and provide it to HR. Human Resources staff will guide you through the rest of the process.

25. I already used my allotted amount of FMLA, but now I want to use my expanded FMLA benefits. How do I do that?

The Families First Coronavirus Response Act did not expand the amount of leave available to an employee. If you have exhausted your FMLA leave, you are ineligible for more time off under the FMLA expansion. If you only used a portion of your allotted FMLA leave, you may be eligible for the remainder of your time under the FMLA expansion. Complete the Covid-19 Application for Leave of Absence and provide it to HR.

26. How do I know if I am experiencing a substantially similar condition as COVID-19 and eligible for extra Paid Sick Leave?

Good question! At this point, the Secretary of Health and Human Services, the Secretary of the Treasury and the Secretary of Labor have not specified any additional conditions under this portion of the law. If they do, this policy will be updated and shared with employees.

27. Do I get to stay home under Governor's Evers Safer at Home order?

Not necessarily. Your Department Director or supervisor should have told you if you are a required employee, required remote employee, or non-required employee. Only non-required employees and required remote employees are to stay home under the governor's order, and required remote employees may be required to physically report to work for a portion of their normal shift.

28. I have been reassigned to another department and I don't feel safe with the new assignment. What do I do?

Please share your safety concerns with your supervisor or Human Resources. The City of Wausau is only reassigning staff to duties they are able to safely perform.

However, your reassignment will not be ended if your only concern regarding the new assignment is risk of exposure to COVID-19 unless you meet the following criteria: you are at higher risk for severe illness according to the CDC

(<https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/high-risk-complications.html>), if a member of your household is high risk, or you are the primary and regular caregiver for a high risk individual. An employee who misrepresents themselves in response to those questions in an effort to avoid reassignment will be subject to disciplinary action up to and including discharge. An employee who fails to report during his/her regular work hours, or refuses a work reassignment, may be subject to discipline up to and including discharge, and will not be eligible for pay during the time period where work was offered and available.

29. If I am home with my child because his or her school or place of care is closed, or child care provider is unavailable, do I get paid sick leave, expanded family and medical leave, or both—how do they interact?

You may be eligible for both types of leave, but only for a total of twelve weeks of paid leave. You may take both paid sick leave and expanded family and medical leave to care for your child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 related reasons. The Emergency Paid Sick Leave Act provides for an initial two weeks of paid leave. This period thus covers the first ten workdays of expanded family and medical leave, which are otherwise unpaid under the Emergency and Family Medical Leave Expansion Act unless the you elect to use existing vacation, personal, or medical or sick leave under your employer's policy. After the first ten workdays have elapsed, you will receive 2/3 of your regular rate of pay for the hours you would have been scheduled to work in the subsequent ten weeks under the Emergency and Family Medical Leave Expansion Act.

Please note that you can only receive the additional ten weeks of expanded family and medical leave under the Emergency Family and Medical Leave Expansion Act for leave to care for your child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 related reasons.

(<https://www.dol.gov/agencies/whd/pandemic/ffcra-questions>)

EXECUTIVE DECLARATION NO. 4
UNDER CITY OF WAUSAU PROCLAMATION OF STATE OF EMERGENCY
PURSUANT TO WIS. STAT. §323.14(4)(b)

*RELATING TO CITY OF WAUSAU POLICY FOR EMPLOYEES WITH SYMPTOMS
OR EXPOSURE OF NOVEL COVID-19 FLU (CORONAVIRUS)*

WHEREAS, on the 18th day of March, 2020, the undersigned Mayor of Wausau proclaimed a State of Emergency pursuant to Wis. Stat. §§323.11 and 323.14(4)(b) (“Proclamation”); and

WHEREAS, such Proclamation, among other things provides that it is necessary and expedient for the health, safety, and protection of the City to temporarily suspend or modify applicable ordinances or resolutions to allow immediate response to meet the needs of the extraordinary existing conditions for as long as the emergency public health emergency remains in effect in this state; and

WHEREAS, such Proclamation, among other things further provides that the Mayor of the City of Wausau may take all appropriate measure related to City employees in addressing and responding to this health emergency; and,

WHEREAS, such Proclamation was ratified and affirmed by the Common Council on Tuesday, March 24, 2020; and,

WHEREAS, on March 18, 2020, the undersigned approved and declared a Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus) (“Original Policy”); and,

WHEREAS; the Common Council ratified and approved such Original Policy on March 24, 2020; and,

WHEREAS, the Original Policy stated that it “shall be a living document updated by the Human Resources Department as needed as the situation develops;” and,

WHEREAS, the State of Wisconsin, Department of Health Services, under the authority of Wis. Stat. §252.02(3) and (6) and powers vested pursuant to Executive Order #72, and at the direction of Governor Tony Evers has issued Emergency Order #12 Safer at Home Order (“Safer at Home Order”) on March 24, 2020; and,

WHEREAS, on March 18, 2020, Congress passed, and President Trump signed, the Families First Coronavirus Response Act (“FFCRA”); and,

WHEREAS, the passage of the FFCRA and issuance of the Safer at Home Order, as well as other considerations important to the maintenance of municipal services to citizens and protection of City employees, require modifications to be made to the Original Policy, the undersigned hereby declares that the Original Policy is modified and superseded by the attached revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).

This declaration will be submitted to the Common Council for ratification at its next meeting.

Dated this 31st day of March, 2020.

Issued and declared by:



Robert B. Mielke
Mayor of Wausau

COMMON COUNCIL ACTION:
(Accompanying Resolution)

Dated: _____

Ratified

Declined

CITY OF WAUSAU
POLICY FOR EMPLOYEES WITH SYMPTOMS OR EXPOSURE OF NOVEL COVID-19 FLU (CORONAVIRUS)

Effective: March 18, 2020

Revised: March 31, 2020

BACKGROUND

The Centers for Disease Control is responding to an outbreak of respiratory disease caused by novel (new) coronavirus that has been named “SARS-CoV-2” and the disease it causes has been named “coronavirus disease 2019” (abbreviated “COVID-19”). On January 30, 2020 the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a “public health emergency of international concern” (PHEIC). On January 31, Health and Human Services declared a public health emergency (PHE) for the United States to aid the nation’s healthcare community in responding to COVID-19. On March 11, the WHO characterized COVID-19 as a pandemic. On March 13, the President of the United States declared the COVID-19 outbreak a national emergency.

Coronaviruses are a large family of viruses that are common in people and many different species of animals, including camels, cattle, cats, and bats. Rarely, animal coronaviruses can infect people and then spread between people such as with MERS-CoV, SARS-CoV, and now with this new virus (named SARS-CoV-2). This is the first pandemic known to be caused by the emergence of a new coronavirus.¹

Marathon County will take appropriate measures to limit or slow any further spread of this disease in our workplace, schools and community. People who are actively sick with COVID-19 can spread the illness to others; therefore it is important that employees with symptoms consistent with COVID-19 minimize their exposure to others. This policy addresses employment considerations in relationship to the exclusion, either voluntary or mandatory, of City employees from employment based on possible COVID-19.

The City of Wausau is still determining the most effective way to respond to the developing COVID-19 challenge. The health and wellbeing of our employees and the citizens of Wausau are of utmost importance to the City. The content of this policy may be revised by Human Resources staff, with approval from the Mayor and/or Council as appropriate, as procedures and public health recommendations change. The Human Resources Department continues to monitor progress of federal legislation governing COVID-19 responses, and will continue to update this policy as needed.

COVID-19 SYMPTOMS

People who are sick with influenza-like illness (fever plus at least cough or shortness of breath) should stay home and minimize contact with others, including avoiding travel, for at least 72 hours after your fever is gone and at least 7 days have passed since symptoms first appeared,

except to get medical care or for other necessities. (Your fever should be gone without the use of fever-reducing medicine.) If you will be tested to determine if you are still contagious, you can leave the home when you no longer have a fever, other symptoms have improved, and you received two negative tests in a row 24 hours apart.²

Employees who exhibit influenza-like symptoms as described above, or suspect an exposure to someone suffering from COVID-19, are required to report that information to their supervisor before returning to work. Suspected exposures should contact the Marathon County Health Department at 261-1900 for guidance.

PREVENTION

The health of staff and the community is the highest priority within the City of Wausau. As such, all employees are expected to follow CDC, Wisconsin Health Department and Marathon County Health Department recommendations regarding the COVID-19 virus.

Individuals have an important role in protecting themselves and their families.

- Stay informed. Health officials will provide additional information as it becomes available.
- Employees should take these everyday steps to protect your health and lessen the spread of this new virus:
 - Cover your nose and mouth with a tissue when you cough or sneeze. Throw the tissue in the trash after you use it.
 - Wash your hands often with soap and water, especially after you cough or sneeze. Alcohol-based hand cleaners are also effective and will be available in your department.
 - Avoid touching your eyes, nose or mouth. Germs spread this way.
 - Clean and disinfect high-touch surfaces in your home, and to the extent possible avoid touching high-touch surfaces in public places.
 - If you are sick, you may be sick for a week or longer. You should stay home and keep away from others as much as possible, including avoiding travel and not going to work or school, for at least 72 hours after your fever is gone except to get medical care or for other necessities. (Your fever should be gone without the use of over-the-counter fever-reducing medicine.) If you leave the house to seek medical care, call ahead and wear a facemask, if available and tolerable, and cover your coughs and sneezes with a tissue. In general, you should avoid contact with other people as much as possible to keep from spreading your illness, especially people at increased risk of severe illness from influenza. Stay in a specific “sick room” and limit contact with people and pets.
 - Employees are expected to follow the CDC prevention guidelines found at <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-prevent-spread.html> and <https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html>
 - For more information, visit the CDC website at <https://www.cdc.gov/coronavirus>

As a prevention technique, the CDC recommends that individuals perform routine environmental cleaning.

- Routinely clean all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs. Use the cleaning agents that are usually used in these areas and follow the directions on the label.
- No additional disinfection beyond routine cleaning is recommended at this time.
- Provide disposable wipes so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.³

City of Wausau Building Maintenance contacted the cleaning contractor responsible for City buildings, and they have assured that their staff received training regarding the current health crisis. However, all departments are strongly encouraged to establish appropriate in-house environmental cleaning procedures.

GOVERNOR’S STAY AT HOME ORDER

On Tuesday, March 24, 2020 Governor Evers issued a Safer at Home order, to be effective from March 25, 2020 until Friday, April 24, 2020. Under this order, individuals are ordered to stay at home or place of residence, although individuals may leave their home or residence to perform essential activities of daily living. The order goes on to state that individuals may leave their homes or residences to perform essential government functions.

To comply with this order, Department Directors designated all employees based on operational need into three categories:

1. Required employees: Required employees are critical to business operations and must report to work or work in the field to perform their required duties. These employees may be required to report on a modified schedule according to department needs.
2. Required remote employees: Required remote employees are critical to business operations but can perform all or part of their duties remotely. Those employees are required to complete a Temporary Work at Home request form and follow the guidance under “Alternate Work Arrangements and Telecommuting” below.
3. Non-required employees: Non-required employees shall not report to work unless instructed to do so by their Director.

Any employee may be re-designated as the COVID-19 virus continues to impact the City’s operations. Also, employees may be assigned to perform essential work in other units for which they may be qualified and/or can safely perform the work. If an employee is reassigned to perform other essential work, they will continue to be paid according to their regular pay rate. Reasonable exemptions from reassignment based on high-risk status may apply, as determined by the Human Resources Department. An employee who fails to report during his/her regular work hours, or refuses a work reassignment, may be subject to discipline up to and including discharge, and will not be eligible for pay during the time period where work was offered and available.

The City of Wausau also issued the following guidance in response to the Safer at Home order:

- Employees shall suspend any non-essential meetings, or replace with virtual meetings.
- Whenever possible, ridership in City vehicles (excepting transit) shall be limited to one person. This may require temporary reassignment of City vehicles.
- All City equipment and work places shall be sanitized by the operator/employee at the start of each shift.
- Lunch or break room access is restricted to food storage and food prep wherever possible. If not possible, the space shall be sanitized frequently and employees must practice appropriate social distancing protocol.

TELECOMMUTING

In an effort to slow the transmission of the disease, and in response to hardships developing from school closures, employees may request permission to work from home. Normally, these arrangements are heavily restricted under City policy. However, in response to the Governor's Safer at Home order, departments that are able to have employees work from home are authorized to do so. This accommodation may not be possible for all employees, and may only be possible for a limited number of employees. The Department Director must determine what is appropriate for each individual situation. Department Directors should work with CCIT to ensure that telecommuting options are possible with the current technology available to the City, and that proper information security protocols are observed. Employees who are granted a telecommuting accommodation under this policy should be aware that this accommodation is temporary in nature, and may be revoked by the City. All telework accommodations granted under this policy will end when public health conditions related to the COVID-19 virus no longer require these extraordinary measures, as determined by the Mayor and/or Common Council. Employees being granted a telecommuting accommodation must complete a Temporary Work at Home Request Form, available in the Human Resources Department or on the City's intranet, prior to beginning to telecommute. City-owned equipment remains the property of the City of Wausau and must be returned to the workplace at the end of the temporary telecommunicating assignment.

Barring authorization from the Mayor or Council, all departments are expected to maintain service to the citizens of Wausau. Any decisions related to closure of departments or services require the approval of the Mayor or action by the Common Council.

ALTERNATE WORK ARRANGEMENTS

Another effort to slow the transmission of the disease is alternate work arrangements. Department Directors may establish schedules designed to limit employee contact, and to attempt to preserve the health of employees as required to maintain department operations. All alternate work schedules must be approved by the Mayor or Common Council, either in writing or via public action, prior to implementation.

If an employee is assigned a reduced or altered schedule because of the emergency, that employee shall be guaranteed 100% of their normal bi-weekly base pay (see below for the

exclusions to this guarantee.) An employee who is assigned an alternate work schedule that represents a reduction in hours shall use the pay code “Covid Shift Pay” to document the hours below the normal schedule and to receive normal hourly compensation for those hours. Use of the “Covid Shift Pay” does not deduct accrued time from an employee’s leave bank, and is WRS reportable.

Salary continuation for alternate work schedules does NOT guarantee that an employee under quarantine order, out sick, or caring for a covered relative will maintain 100% pay. Employees will not maintain their current salary if the City of Wausau institutes a furlough or layoff. The City cannot extend this salary continuation guarantee to grant-funded positions unless the grant-funding allows, and does not extend to represented employees unless the labor organization representing the employees enters into a Memorandum of Understanding with the City. This policy only guarantees continued pay if a Department Director reduces an employee’s schedule based on the needs of the City, and does not prohibit the City from amending or ending this guarantee based on future needs.

Alternate work arrangements resulting in lost time, and any pay practices affected or changed by an alternate work arrangement must be approved by the Mayor or Council prior to implementation.

TRAVEL RESTRICTIONS AND POST-TRAVEL QUARANTINE

The City of Wausau has restricted all work travel to locations with widespread or ongoing community spread of COVID-19, and is prohibiting all non-essential work travel outside of Marathon County. Employees are required to report all out-of-state travel to their supervisors before their date of departure.

The CDC has issued travel guidelines and recommendations regarding travel on their website at <https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>. The City of Wausau is requiring employees follow CDC, Wisconsin Health Department, and Marathon County Health Department recommended guidelines for quarantine after travel. In other words, if you travel to an area where the CDC, Wisconsin Health Department or Marathon County Health Department is recommending a 14 day quarantine, the City of Wausau will not allow you to return to work until 14 days after your return. As of March 17, 2020, the CDC and Wisconsin Health Department are recommending a 14 day quarantine after travel to a country with a Level 3 Travel notice (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/after-travel-precautions.html>) or states with sustained community transmission (<https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-in-us.html>).

An employee who travels to a location subject to quarantine before the effective date of this policy is eligible for sick leave and other paid leave usage to cover a recommended quarantine period. Please note that an employee who travels to a Country with a Level 3 Health Notice or an area with community spread of COVID-19 after the effective date of this policy will not be eligible to use any paid leave for the required quarantine period. Effective April 1, 2020, an employee subject to quarantine after travel may be eligible for protection and pay under the Families First Coronavirus Response Act.

EXCLUSION FROM EMPLOYMENT

The City of Wausau will take appropriate action to prevent, suppress and control COVID-19 and other communicable diseases. In order to maintain a safe work environment, the City of Wausau may exclude certain employees from employment if they are experiencing symptoms similar to COVID-19. The City of Wausau may also exclude employees from employment if they are subject to a quarantine order by a local, state or federal health official. Employees should first be given the opportunity to voluntarily leave the workplace and utilize sick or other paid leave balances. If the employee refuses, the employer may then exclude him/her from employment.

Individuals who are excluded from employment under this protocol will be given an Exclusion from Employment Notification Form (EENF) and will be directed to go home and will not be allowed to return to their worksite until one of the following conditions is met:

- At least 72 hours after his/her fever is gone has elapsed, other symptoms have improved, and at least 7 days have passed since symptoms first appeared. (Employee fever should be gone without the use of fever-reducing medicine.)
- Fever is gone (without use of fever-reducing medicine), other symptoms have improved, and receipt of two negative tests in a row 24 hours apart.
- A medical provider or a local, state, or federal health official or their representative has declared the employee may return to work.

The CDC provides guidance regarding return-to-work requirements at <https://www.cdc.gov/coronavirus/2019-ncov/healthcare-facilities/hcp-return-work.html>.

No disciplinary action will result from an employee's use of sick leave based on this exclusion. Employees who are excluded from work are eligible to use sick leave for the period of exclusion, and may be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave. An employee's Perfect Attendance Leave eligibility will not be affected by use of sick leave arising from an exclusion from work.

LEAVE BENEFITS

SICK LEAVE: The City of Wausau has a generous sick leave policy already in place to protect employees who need to miss work due to illness. An employee may use sick leave when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. Employees may also use sick leave to attend medical appointments, and to care for a member of his/her family's serious health condition. For more information on the City's sick leave policy, please visit the Employee Handbook Section 8.06-Sick leave. This policy temporarily adjusts sick leave requirements so that an employee under a "recommended quarantine" (per CDC and Health department guidelines) is eligible to use sick leave for the quarantine period, even if the employee is asymptomatic, except as established under "Travel Restrictions and Post-Travel Quarantine" above. Please see the policy below for information on the Emergency Paid Sick Leave benefit under the FFRCA and the Emergency Responder Paid Sick Leave benefit.

PERFECT ATTENDANCE LEAVE: Perfect Attendance Leave eligibility will not be affected by absences resulting from exclusion from employment or voluntary sick leave usage for illnesses consistent with COVID-19 symptoms. In order to avoid PAL ineligibility, the employee and their supervisor must certify to HR that the sick leave usage met the above criteria. The provisions under the Perfect Attendance Leave Policy remain in effect for all other sick leave usage.

FMLA: The seasonal flu and colds do not normally qualify for FMLA; however, depending upon the severity of symptoms and complications an employee may be eligible for FMLA because of a COVID-19 illness, or to care for a family member suffering from COVID-19. The Families First Coronavirus Response Act has also temporarily expanded FMLA coverage. If you think you may be eligible for FMLA, or for more information on FMLA benefits, please contact your Human Resources department.

DONATED LEAVE: The City of Wausau's Donated Leave Policy allows employees to donate vacation time to employees with a serious medical illness themselves or of an immediate family member. Information on the Donated Leave Policy is available on the City's Intranet, or by contacting the Human Resources Department.

UNPAID LEAVES OF ABSENCE: Employees may request leave without pay. Leaves shall not exceed 30 days without approval by the Human Resources Committee and Common Council. During an unpaid leave of absence longer than 5 days, no benefits shall accrue. Participation in group insurance plans can be maintained provided the employee pays the full cost.

VACATION: The City has temporarily suspended vacation maximum accrual limits in the Employee Handbook Section 8.04 – Vacation. Employees will be able to accrue vacation time above their stated maximum amount until October 31st. On November 1, employees will stop accruing additional time above the maximum amount of vacation and will lose any vacation accrual amounts above the maximum accrual limit in the Employee Handbook, existing on that date. Payout of vacation benefits remains subject to the original policy (i.e. the City of Wausau will not pay out vacation balances, upon separation from service or for any other reason, above the maximum accrual amount allowable in the Employee Handbook). The suspension of vacation accrual limits does not apply to represented employees, unless the labor organization representing the employees enters into a Memorandum of Understanding with the City.

FAMILIES FIRST CORONAVIRUS RESPONSE ACT

On March 18, 2020 President Trump signed the Families First Coronavirus Response Act (FFCRA) into law. This law is effective April 1, 2020 and ends no later than December 31, 2020. The law provided:

1. Emergency Paid Sick Leave (pay code VTO or Virus Time Off)
2. Emergency Family and Medical Leave Act Expansion

These are separate and distinct benefits, but they may overlap. For example, an employee may be able to use Emergency Paid Sick Leave during the first two weeks of his/her Emergency FMLA.

Note: If the City of Wausau institutes a furlough or layoff, employees are not eligible for Emergency Paid Sick Leave or Emergency Family and Medical Leave Act Expansion coverage.

Under the FFCRA, an employer may exclude emergency responders from coverage. The Department of Labor has stated, “For the purposes of employees who may be excluded from paid sick leave or expanded family and medical leave by their employer under the FFCRA, an emergency responder is an employee who is necessary for the provision of transport, care, health care, comfort, and nutrition of such patients, or whose services are otherwise needed to limit the spread of COVID-19. This includes but is not limited to military or national guard, law enforcement officers, correctional institution personnel, fire fighters, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel, 911 operators, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility. This also includes any individual that the highest official of a state or territory, including the District of Columbia, determines is an emergency responder necessary for that state’s or territory’s or the District of Columbia’s response to COVID-19.”

Following this guidance from the Department of Labor, the City of Wausau is excluding employees who are responsible for responding to medical, fire, public safety and police emergencies, as well as those employees necessary to respond to public health emergencies related to the City’s water, wastewater and streets infrastructure. The following is a list of employees currently considered as emergency responders (the City may revise this list as needed as the COVID-19 emergency continues):

- All sworn Fire and Police personnel
- Wastewater staff required to maintain or operate pumps and equipment: Plant Maintenance Mechanic, Senior Plant Maintenance Mechanic, Senior Sewer Maintainer, Sewer Maintainer, Waste Water Plant Operations Technician, Collections System Supervisor, and Wastewater Lab Technician, and Wastewater Superintendent.
- Water staff required to maintain or operate pumps and equipment: Water Distribution Maintainer, Senior Water Distribution Maintainer, Water Plant Operations Technician, Water Plant Operator, and Water Operations Superintendent.
- Streets staff required to maintain infrastructure: Street Maintainer, Equipment Operator, Senior Equipment Operator, and Senior Equipment Service Mechanic, Equipment Service Mechanic, Traffic Maintainer, Fleet Supervisor, Fleet and Facilities Manager, Electrical Worker II, Electrical Worker III, Public Works Supervisor, and Public Works Superintendent.

EMERGENCY PAID SICK LEAVE

Emergency paid sick leave, or VTO, may be used when an employee is unable to work for one of the following reasons:

Self-care

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

Care of others

4. The employee is caring for an individual who is subject to an order described above, or has been advised to self-quarantine as described above.
5. The employee is caring for his/her child (as defined by the FMLA) because the child's school or place of care has been closed or is unavailable due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Full-time employees receive 80 hours of Emergency Paid Sick Leave, or VTO, and part-time employees receive Emergency Paid Sick Leave equivalent to the number of hours that employee would work on average over a two-week period. Emergency Paid Sick Leave is paid at 100% the employee's regular rate of pay up to \$511/day and \$5,110 total for reasons included under "self-care." Emergency Paid Sick leave is paid at 2/3 of an employees' regular rate of pay up to \$200/day and \$2,000 total for reasons included under "care of others."

Note: If telecommuting work is available and offered, an employee is not eligible for pay under this section of the FFRCA.

EMERGENCY FAMILY MEDICAL LEAVE ACT

The FFCRA also temporarily expanded employees FMLA rights and benefits. Effective April 1, 2020 and ending no later than December 31, 2020, all employees with at least 30 days of employment are covered by the Emergency Family Medical Leave Act.

Emergency Family Medical Leave can be used when the employee is unable to work in order to care for his/her son daughter (as defined by the Family Medical Leave Act) who is under 18 years of age if the child's school or place of care has been closed or is unavailable due to COVID-19 precautions. The employee must provide notice of leave to the City of Wausau as soon as practicable.

The FFRCA did not expand the amount of leave provided under FMLA. The normal 12 week FMLA leave limit applies.

The first 10 days of leave under the Emergency Family Medical Leave Act is unpaid. An employee can elect to use paid leave including vacation, personal, sick leave or Emergency Sick Leave during the first ten days of leave. All subsequent days of Emergency Leave under the FMLA is paid at 2/3 or the employee's normal regular rate for the number of hours the employee would otherwise have worked, up to \$200 per day and a \$10,000 maximum.

For more information on the Family Medical Leave Act, please refer to the Employee Handbook 8.07 – Family Medical Leave Policy or the Family and Medical Leave Act Policy Expansion (Public Health Emergency Leave COVID-19) & COVID-19 Paid Sick Leave Policy. Both of these documents are available on the City of Wausau Intranet or in the Human Resources Department.

EMERGENCY RESPONDER PAID SICK LEAVE

The City of Wausau is extending the following Emergency Responder Paid Sick Leave benefit, which will apply to individuals who have been exempted from coverage under the Families First Coronavirus Response Act as an emergency responder. This benefit may be used when an employee is unable to work for one of the following reasons:

- The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19 issued by the CDC, DHS or Marathon County Health Department.
- The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19.
- The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

Full-time employees receive 80 hours of Emergency Responder Paid Sick Leave, and part-time employees receive Emergency Responder Paid Sick Leave equivalent to the number of hours that employee would work on average over a two-week period. Emergency Responder Paid Sick Leave is paid at 100% the employee's regular rate of pay up to \$511/day and \$5,110 total. Employees should use the pay code "EVTO" or "Emergency Virus Time Off" to report hours used under this benefit.

The Emergency Responder Paid Sick Leave benefit shall go into effect on April 1st, and ends no later than December 31, 2020. This benefit shall expire in conjunction with the Emergency Paid Sick Leave portion of the Families First Coronavirus Response Act.

Note: If telecommuting work is available and offered, an employee is not eligible for pay under this City policy. This benefit does not extend to represented employees unless the labor organization representing the employees enters into a Memorandum of Understanding with the City.

WORKERS COMPENSATION

Exposure to COVID-19 that arose from the employee’s work may be eligible for Worker’s Compensation. However, to be eligible for Worker’s Compensation the exposure must be proven to have occurred while the employee was performing work. Employees who believe their exposure to COVID-19 is eligible for Worker’s Compensation should follow established Worker’s Compensation policies and procedures.

¹ “Coronavirus Disease 2019 (COVID-19) Situation Summary.” *Centers for Disease Control and Prevention*, 15 March 2020, <https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/summary.html>.

² “What To Do if You Are Sick.” *Centers for Disease Control and Prevention*, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

³ “Interim Guidance for Businesses and Employers.” *Centers for Disease Control and Prevention*, <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.

**CITY OF WAUSAU
EXCLUSION FROM EMPLOYMENT NOTIFICATION (EENF)/
FITNESS FOR DUTY/RETURN TO WORK MEDICAL RELEASE
COVID-19 (Coronavirus)**

Instructions: This form is to be used when Wausau City employees are excluded from employment in accordance with the aforementioned policy.

This section to be completed by Department Director or Authorized Designee

In accordance with the City of Wausau Policy for Employees with Symptoms or Exposure of COVID-19 Flu (Coronavirus).

_____ has been excluded from employment
(Employee Name)

Effective _____ a.m./p.m. on _____, _____, 2020
(Time) (Day) (Month) (Date)

Individuals who are excluded from employment under this protocol will be directed to go home and will not be allowed to return to work until either:

- At least 72 hours after his/her fever is gone has elapsed, other symptoms have improved, and at least 7 days have passed since symptoms first appeared. (Employee fever should be gone without the use of fever-reducing medicine.)
- Fever is gone (without use of fever-reducing medicine), other symptoms have improved, and receipt of two negative tests in a row 24 hours apart.
- A medical provider or a local, state, or federal health official or their representative has declared the employee may return to work.

Employees will be expected to return to work as soon as the exclusion period ends. Employees requesting additional time off once the exclusion period ends must follow their department leave rules and policies.

(Department)

(Signature of Department Director or Authorized Designee)

**CORONAVIRUS DISEASE 2019 (COVID-19) SCREENING TOOL
FOR CITY OF WAUSAU EMPLOYEES**

The symptoms of COVID-19 include fever, cough, and shortness of breath. For most people, the immediate risk of becoming seriously ill from the virus that causes COVID-19 is thought to be low. Older adults and people of any age with underlying health conditions, such as diabetes, lung disease, or heart disease, are at greater risk of severe illness from COVID-19. Use the following checklist or the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html> to help decide if you or someone in your family may have COVID-19:

- Yes No Do you have a fever of 100.4° F or greater using an oral thermometer?
- Yes No Do you have a cough?
- Yes No Do you have shortness of breath?

Seek medical advice if you

- Develop any of the above symptoms

AND

- Have been in close contact with a person known to have COVID-19 or live in or have recently traveled from an area with ongoing spread of COVID-19. Call ahead before you go to a doctor's office or emergency room. Tell them about your recent travel and your symptoms.

SHOULD I STAY HOME FROM WORK?

If you checked yes to a fever you should stay home at least 72 hours after your fever and any other symptoms are gone. People with COVID-19 should stay home until 72 hours after your fever is gone, other symptoms have improved, and seven days have passed since symptoms first appeared. Your fever and other symptoms should be gone without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants). During this time:

- Stay home except to get medical care, if needed
- Avoid public areas
- Avoid public transportation
- Stay away from others
- Limit contact with pets & animals

If you think you have been exposed to COVID-19 and develop a fever and symptoms, such as coughing and difficulty breathing, call your healthcare provider for medical advice.

**CITY OF WAUSAU
TEMPORARY WORK AT HOME REQUEST FORM**

This agreement establishes the terms and conditions of telecommuting. The employees who participate in the Telecommuting Program are to follow the guidelines and policies outlined below.

1. Duration: This agreement will be valid until such time that the City of Wausau deems it canceled.
2. Work hours: Employees participating in this program are expected to work the traditional core hours of work that has been pre-established by their Department Director.
3. Pay and Attendance: All pay and leave will be based on the employee's position. The employee's time and attendance will be recorded as if performing official duties at the worksite facility.
4. Leave: Employees must obtain supervisory approval before taking leave in accordance with established department procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.
5. Overtime: An employee working overtime approved in advance will be compensated in accordance with applicable law and rules. The employee understands that failing to obtain proper approval for overtime work may result in the agreement being canceled.
6. City Owned Equipment: In order to perform work effectively, employees may use City of Wausau equipment at the telecommuting location. However, employees are expected to maintain their devices in a manner that the equipment does not become damaged due to neglect of the equipment, lost or stolen.
7. Liability: The City of Wausau will not be responsible for damages to the employee's property resulting from telecommuting.
8. Cost: The City of Wausau will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities) associated with the use of the employee's residence. The employee will be supplied with needed office supplies. Reimbursement for authorized expenses incurred while conducting official duties at the telecommuting location will need to be pre-authorized by the Department Director.
9. Workers' Compensation: The employee is covered under workers' compensation if injured while performing official duties. Telecommuting employees are responsible for notifying the City if such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite, or caused by environment of telecommuting location.
10. Work Assignment: Work Assignments will be provided by the Department Director or Supervisor which can be communicated via phone, email, or in-person. The frequency of meetings with the Department Director or Supervisor is at their discretion. The employee will complete all work assignments according to procedures determined by the Department Director or Supervisor.
11. Tax and Other Legal Implications: The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

I agree to the above terms and understand that this agreement is temporary in nature.

Print Employee Name Employee Signature Date Department Director Signature Date



CITY OF WAUSAU
COVID-19 APPLICATION FOR LEAVE OF ABSENCE
FAMILY AND MEDICAL LEAVE ACT (FMLA)

TO ENSURE CONFIDENTIALITY
COMPLETE THIS FORM AND RETURN DIRECTLY TO THE HUMAN RESOURCES DEPT.

Name: _____ Date: _____

Current Address: _____

Department: _____ Location: _____

Supervisor Name: _____ Supervisor Phone Number: _____

Position/Job Title: _____ Date of Hire: _____

Expected Leave Start Date: _____ Expected Return Date: _____

Reason for Leave:

Need for leave of:

- Self Spouse/Domestic Partner* Child (DOB _____) Parent

Name: _____

Relationship to employee: _____

Please state the reason: _____

- Employee caring for someone in quarantine.
- Employee caring for their son or daughter due to school/daycare COVID-19 related closure.
- Employee experiencing "any other substantially similar condition specified by the Secretary of Health and Human Services".
- Employee's own COVID-19-related quarantine order from local/state/federal government.
- Employee's own COVID-19- related self-quarantine recommended by health care provider.
- Employee has COVID-19 symptoms and is seeking a medical diagnosis.
- Other (please explain): _____

While I am on leave, I would like to substitute the following paid time provided by the City.

Please circle your choice: Sick Leave City Vacation City Emergency Paid Sick Leave (if available)

Leave based on the serious health condition of the employee or employee's qualified family member will require completion of a medical certification form by the attending Health Care Provider.

*** Wisconsin leave is allowed for same-sex and opposite-sex domestic partners who qualify under Wisconsin law.**

Employee Name (Print)

Employee Signature

Date

**CITY OF WAUSAU FOR EMPLOYEES WITH SYMPTOMS OR EXPOSURE OF
COVID-19 (CORONAVIRUS)
FREQUENTLY ASKED QUESTIONS (FAQ)
March 16, 2020**

1. How do I know if an employee needs to be excluded from employment?

An employee should be excluded from the workplace if he/she meets any one of the following:

- is currently experiencing symptoms consistent with COVID-19 (Coronavirus) as defined by the CDC
- is diagnosed by a healthcare provider as having COVID-19

2. What do I do if an employee needs to be excluded from employment?

Supervisors should use prudent judgement when considering excluding an employee from work. Please read and familiarize yourself with the COVID-19 symptoms. CDC guidelines on COVID-19 can be found at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

Supervisors who have concerns or questions about employees must consult with the Human Resources Department or a Marathon County Health Department Representative before considering sending the employee home and excluding him/her from the workplace. If, after careful consideration and consultation, it is determined that the employee should be excluded from employment, the Department Director or authorized designee should complete the Exclusion from Employment Notification Form (EENF) and give a copy to the employee. The original EENF should be provided to Human Resources and placed in the employee medical file. Explain to the employee that he/she is being excluded from employment until he/she meets the criteria to be allowed to return.

3. What if the employee calls in sick, or voluntarily goes home because he/she suspects COVID-19?

The employee can go/stay home if he/she has the symptoms. The employee may use sick or other paid leave and should follow all departmental leave rules and policies.

Perfect Attendance Leave eligibility will not be affected by absences resulting from exclusion from employment or consistent with COVID-19 symptoms. In order to avoid PAL ineligibility, the employee and their supervisor must certify to HR that the sick leave usage met the above criteria. The employee may also be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave, or Emergency FMLA expansion coverage. Please complete the COVID-19 Application for Leave of Absence and Human Resources will guide you through the process.

4. What if an employee calls in sick, or voluntarily goes home, and claims the illness is something other than COVID-19 (i.e back spasms, migraines, asthma attack, etc.)?

Do not assume that every employee who calls in sick has symptoms of COVID-19. If, when he/she reports back to work, he/she displays symptoms consistent with COVID-19, the protocol for exclusion should then be followed.

All City and departmental policies and procedures regarding requesting and receiving approval for sick leave will apply. Most call in policies should require that the employee speak directly with the supervisor or designated person and provide a general description of their illness.

Employees absent for reasons unrelated to COVID-19 must follow standard policies and procedures.

5. What do I do when an employee says that someone in their family, or living in their household, has COVID-19?

You should call 261-1900 and consult with someone from Marathon County Health Department.

If your employee is requesting absence to care for a family member who has been diagnosed with a confirmed or presumptive case of COVID-19, all City and departmental policies and procedures regarding requesting and receiving approval for sick leave will apply. Per City policy, an employee may use sick leave for a member of his/her family's serious health condition, where the serious health condition is certifiable under FMLA or where the immediate family member requires the constant attention of the employee. Immediate family is defined as the employee's spouse, child, parent or relative living in the same household as the employee.

6. What do I tell other employees when someone has been excluded?

Supervisors should never discuss an employee's health with any other employee. If other employees ask, you should simply state, "Just as I don't discuss your health status with other employees, I am not going to discuss his/hers with you. The employee (name) is out on leave." If employees are expressing concern about their own health safety, you should tell them that the department is following CDC and public health protocols and taking appropriate measures to ensure the safety of all employees.

7. How do I know when the employee is to be allowed to return to work?

Individuals who are excluded from employment under this protocol will not be allowed to return to work until either:

- At least 72 hours after his/her fever is gone has elapsed, other symptoms have improved, and at least 7 days have passed since symptoms first appeared. (Employee fever should be gone without the use of fever-reducing medicine.)
- Fever is gone (without use of fever-reducing medicine), other symptoms have improved, and receipt of two negative tests in a row 24 hours apart.

The employee is expected to return to work immediately once one of the above criteria has been met, unless otherwise directed by the department. If he/she chooses to remain at home because still not feeling well, all regular City and departmental sick leave policies and procedures should be followed.

8. Should I call an employee at home to get information about his/her symptoms, or an update as to his/her health status?

No. Once the employee has been excluded, it is up to the employee and/or his/her health care provider to determine his/her ability to return to the workplace.

If the employee voluntarily requests time off related to COVID-19 illness, he/she should follow all regular departmental sick leave policies and procedures, including calling in sick for each scheduled shift, unless a medical professional or health department personnel has removed the individual from work for an established period of time.

9. Is this a violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)?

No. HIPAA provides protection of personal health information. It does not prohibit an employee from providing information to his/her employer. It is the healthcare provider's responsibility to obtain consent from the employee prior to releasing any protected health information.

10. How is the employee who has been excluded from employment to be compensated?

Employees who are excluded from employment under this policy can use sick or other accrued leave for all time away from work. The employee may also be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave, or Emergency FMLA expansion coverage.

11. What if the employee does not have any/enough sick leave accrued?

Employees may use other paid leave benefits according to established City policies. If the employee meets the requirements, the employee may also participate in the City's Donated Leave Policy. Under qualifying circumstances, if the employee is enrolled in the benefit, the employee may apply for income continuation insurance. Employees may also request an unpaid leave of absence. City policies regarding pro-rated benefit accruals/contributions may apply for employees on unpaid leaves of absence.

12. How will the use of sick leave related to COVID-19 affect the employee's other benefits?

Perfect Attendance Leave eligibility will not be affected by absences resulting from exclusion from employment or voluntary sick leave usage for illnesses consistent with COVID-19 symptoms. In order to avoid PAL ineligibility, the employee and their supervisor must certify to HR that the sick leave usage met the above criteria.

13. Can a health employee refuse to come to work, or perform job duties because of a belief that by doing so, he or she would be at increased risk of catching COVID-19?

No. If the employee refuses, he/she may face disciplinary action as a result of refusing to work. Each situation should be reviewed on a case-by-case basis in consultation with the Human Resources Department.

14. Can an employee who is exposed to, or diagnosed with, COVID-19 file a Worker's Compensation claim?

If an employee becomes ill because of a direct workplace exposure, he/she may be entitled to injury pay under Worker's Compensation. The supervisor should report the claim, and all other Worker's Compensation protocol should be followed.

15. What if an employee requests to work from home during the period of exclusion?

An employee has been excluded from work because they are ill. They should be encouraged to focus on their recovery and not work.

16. What if an employee requests to work from home either to avoid to exposure, to care for sick family members or to care for dependent children when schools are closed during the pandemic?

For many jobs, this is not possible. For some jobs, especially in management, there are things that the employee can accomplish from home. The Department Director must determine what is appropriate for each individual situation.

17. What pay can an employee use for absences caused by child care needs because schools have been closed due to COVID-19?

If an employee's child is asymptomatic, any absences related to child care remain ineligible for sick leave usage. The employee may use any paid leave other than sick leave for these absences, provided the absence is duly approved according to department rules. Starting April 1, employees may use EMFMLEA (Emergency Family Medical Leave Expansion Act) time to stay home with their child whose school or day care is closed due to COVID-19. Please complete the COVID-19 Application for Leave of Absence and Human Resources will guide you through the process.

18. Can an employee receive FMLA because of COVID-19?

Eligibility for FMLA will depend upon the severity of the symptoms and each individual situation. FMLA may be concurrently approved or designated in accordance with State and Federal laws and City of Wausau FMLA policy. The employee is required to provide the appropriate medical certification to document the serious health condition of him/herself or a qualifying family member, and must give appropriate notice according to the laws and policy. For FMLA questions call Human Resources at 261-6632.

19. During a COVID-19 outbreak can my supervisor cancel my vacation time off request that has already been approved?

Yes, your supervisor has the authority to cancel any pre-approved vacation request, especially in situations where there are serious staff shortages as a result of illness.

20. Will my healthcare plan cover medical expenses associated with treatment for influenza?

Yes, you will have the same coverage that is currently available for any emergency or non-emergency illness. Deductibles and copays will apply. Tests to diagnose COVID-19 shall be covered 100%.

21. What assistance is available to help me cope with the emotional impact of an influenza outbreak?

The City of Wausau provides resources to help employees and eligible dependents cope with these and other types of life events through its Employee Assistance Program (EAP). Call 1-800-540-3758. The EAP provides confidential, short-term counseling at no cost to the employee.

22. My Department Director has changed my work schedule. How to I record lost time?

The City of Wausau has guaranteed that an employee will continue to receive 100% of their base pay if their hours are reduced by their Department Director in response to the Covid-19 situation. If you are assigned a schedule less than your normal hours (80 hours biweekly for full-time employees, or your base part-time schedule), use the pay code COVID-19 to record and receive pay for the missing hours. If you do not know what your base pay or schedule is, contact Human Resources for information.

23. I missed work because I got sick with flu-like symptoms. My pay is guaranteed at 100% and I don't have to use my balances, right?

No. The salary guarantee only protects employees whose Department Director assigned an alternate schedule which is less hours than their normal schedule. However, you may

qualify for Emergency Paid Leave. Please complete the COVID-19 Application for Leave of Absence.

24. I am home caring for my child because their school/day care is closed. What do I do?

First, make sure you notify your employer of your need to be absent according to your department's call-in procedures. Then complete the COVID-19 Application for Leave of Absence (attached) and provide it to HR. Human Resources staff will guide you through the rest of the process.

25. I already used my allotted amount of FMLA, but now I want to use my expanded FMLA benefits. How do I do that?

The Families First Coronavirus Response Act did not expand the amount of leave available to an employee. If you have exhausted your FMLA leave, you are ineligible for more time off under the FMLA expansion. If you only used a portion of your allotted FMLA leave, you may be eligible for the remainder of your time under the FMLA expansion. Complete the Covid-19 Application for Leave of Absence and provide it to HR.

26. How do I know if I am experiencing a substantially similar condition as COVID-19 and eligible for extra Paid Sick Leave?

Good question! At this point, the Secretary of Health and Human Services, the Secretary of the Treasury and the Secretary of Labor have not specified any additional conditions under this portion of the law. If they do, this policy will be updated and shared with employees.

27. Do I get to stay home under Governor's Evers Safer at Home order?

Not necessarily. Your Department Director or supervisor should have told you if you are a required employee, required remote employee, or non-required employee. Only non-required employees and required remote employees are to stay home under the governor's order, and required remote employees may be required to physically report to work for a portion of their normal shift.

28. I have been reassigned to another department and I don't feel safe with the new assignment. What do I do?

Please share your safety concerns with your supervisor or Human Resources. The City of Wausau is only reassigning staff to duties they are able to safely perform.

However, your reassignment will not be ended if your only concern regarding the new assignment is risk of exposure to COVID-19 unless you meet the following criteria: you are at higher risk for severe illness according to the CDC

(<https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/high-risk-complications.html>), if a member of your household is high risk, or you are the primary and regular caregiver for a high risk individual. An employee who misrepresents themselves in response to those questions in an effort to avoid reassignment will be subject to disciplinary action up to and including discharge. An employee who fails to report during his/her regular work hours, or refuses a work reassignment, may be subject to discipline up to and including discharge, and will not be eligible for pay during the time period where work was offered and available.

29. If I am home with my child because his or her school or place of care is closed, or child care provider is unavailable, do I get paid sick leave, expanded family and medical leave, or both—how do they interact?

You may be eligible for both types of leave, but only for a total of twelve weeks of paid leave. You may take both paid sick leave and expanded family and medical leave to care for your child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 related reasons. The Emergency Paid Sick Leave Act provides for an initial two weeks of paid leave. This period thus covers the first ten workdays of expanded family and medical leave, which are otherwise unpaid under the Emergency and Family Medical Leave Expansion Act unless the you elect to use existing vacation, personal, or medical or sick leave under your employer's policy. After the first ten workdays have elapsed, you will receive 2/3 of your regular rate of pay for the hours you would have been scheduled to work in the subsequent ten weeks under the Emergency and Family Medical Leave Expansion Act.

Please note that you can only receive the additional ten weeks of expanded family and medical leave under the Emergency Family and Medical Leave Expansion Act for leave to care for your child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 related reasons.

(<https://www.dol.gov/agencies/whd/pandemic/ffcra-questions>)