

AMENDMENT NO. 1
STATION AUTOMATION, INC. DBA PSTRAX
(Master Agreement, Contract No. C23-0275)

This Amendment No. 1 (“Amendment”) to the Master (“Agreement”) is made this _____ day of _____, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Station Automation, Inc. dba PSTrax, a Colorado corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Station Automation, Inc. dba PSTrax (“Contractor”) previously entered into a Master agreement, Contract No. C23-0275, dated March 16, 2023 (“Agreement”); and
- B. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged and shall expire on March 16, 2026.
- 3. **Scope of Work.** The Scope of Work shall be amended to add the following modules to the existing software 1. Controlled Substance and 2. Supplies. See attached proposals in Exhibit A.
- 4. **Compensation.** The total amount of compensation for this contract will increase by \$25,000 with a new not to exceed amount of \$74,000.00 for the entire term of the Agreement.
- 5. **Insurance Certificate.** Current certificate will expire on March 1, 2025 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
- 6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
- 7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the

Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager


ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Station Automation, Inc.dba PSTrax
a Colorado corporation



By: Scott Bergeron

Its: President

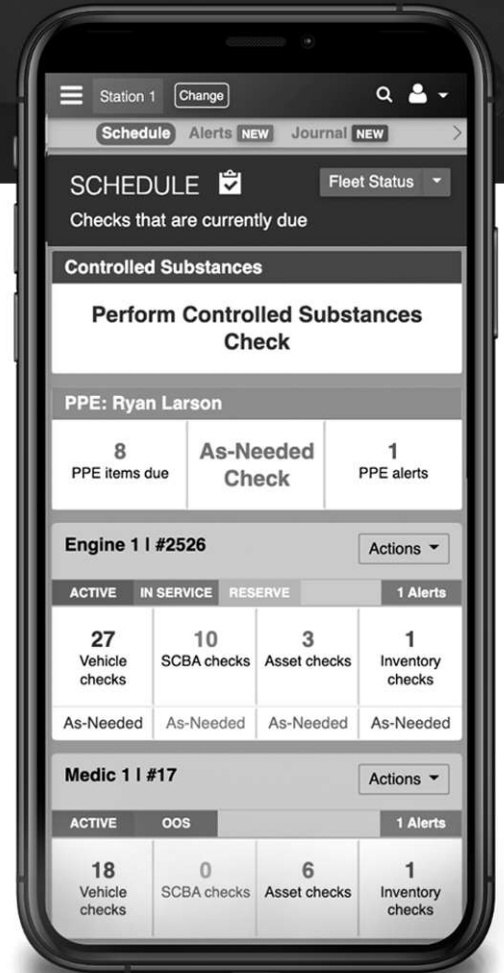
BEST TOOL FOR THE JOB.

Purpose-built software for checklists and inventory management.

PSTRAX PROPOSAL FOR

Glendale Fire Department

R. Adam Ellis, Division Chief - EMS
6829 N 58th Dr
Glendale, AZ 85301



Prepared By:
Dave Zachau
Station Automation, Inc. (DBA PSTrax)
06.03.24

PS TRAX

EXHIBIT A

MODULES OVERVIEW

The PStrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The [Vehicle Module](#) automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet, see the location of each vehicle, and make status updates for in-service, out-of-service, and reserve units.



The [Station Module](#) schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The [SCBA Module](#) tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.

The [PPE Module](#) tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and



document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.



The Critical Asset Module tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The Supplies Module provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The Controlled Substance Module tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.

EXHIBIT A: PRICING & MODULES

The PSTRax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

The Fees below include:

- **Software License**
- **Setup & Implementation (includes project management, data import, configuration, training, rollout)**
- **Hosting**
- **Unlimited Support (includes training, ongoing changes)**

Pricing is valid for 90 days. Please contact your PSTRax Representative for adjustments to the modules priced below.

Module	Scope	of Work	Price	Total
Annual Software License Fees (includes software, hosting, support, training, ongoing changes)				
Vehicle Includes:	0	Vehicles	\$225	\$0
Station Includes:	0	Stations / Buildings	\$250	\$0
SCBA Includes:	0	Stations / Buildings	\$350	\$0
PPE Includes:	0	Stations / Buildings	\$350	\$0
Critical Asset Includes:	0	Stations / Buildings	\$350	\$0
Supplies Includes:	0	Stations / Buildings	\$450	\$0
Controlled Substance Includes: 26 active CS drug boxes; plus 7 event CS boxes @ N/C	26	Managed Locations	\$250	\$6,500
Single Sign On Connect PSTRax as a Service Provider to your Identity Provider (ex. Active Directory, AuthO)	0	SSO Users	\$10	\$0

First Arriving Integration Includes:	0	Stations / Buildings	\$50	\$0
				\$6,500
One-Time Implementation Fees (includes project management, data import, configuration, training, rollout)				
Vehicle	0	Vehicles	\$70	\$0
Station	0	Stations / Buildings	\$75	\$0
SCBA	0	Stations / Buildings	\$70	\$0
PPE	0	Stations / Buildings	\$70	\$0
Critical Asset	0	Stations / Buildings	\$70	\$0
Supplies	0	Stations / Buildings	\$90	\$0
Controlled Substance	26	Managed Locations	\$50	\$1,300
				\$1,300

Year 1 Total (USD): \$7,800

Estimated Annual Renewal License Fee - CS module (USD)* : \$6500

Average License Fee Per Day Per Station - CS module (USD)* : \$1.97

** Annual Fees Total does NOT include any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms such as annual increases or scope of work increases.*

*** Stations/Buildings is the pricing metric to determine agency size.*

Other Special Instructions: None

EXHIBIT B: FINANCING TERMS

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

- Prorate the 1st year's Annual License Fees to sync with the renewal date of the module(s) already purchased in the original Master Agreement (most popular – consolidates all purchased items into one annual renewal invoice)
- Pay the entire 1st year's Annual Software License Fees now (does not consolidate all purchased items, will have separate annual renewal invoices)
- Other instructions (optional):
 - Prorated Add on term for CS module will begin as of July 1, 2024 and invoicing for the CS module add-on will be sent out after July 1, 2024. And then the full annual license fee for the CS module will be added on to the renewal agreement in 2025 along with the other existing module fees.

One-Time Implementation Fees

Check a payment preference for the One-Time Implementation Fees:

- Pay the entire one-time implementation fees now.
- Other instructions (optional):
 - Invoice full build fee on or after July 1st, 2024.

AMENDMENT TO MASTER AGREEMENT

This Amendment is entered into by and between Station Automation, Inc. dba PSTRax, a Delaware corporation ("PSTRax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Glendale Fire Department ("CLIENT"). PSTRax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

This Amendment shall be effective on the date mutually executed by the Parties. It amends and supplements the most recent Master Agreement executed by and between the Parties.

WHEREAS, CLIENT is currently using one or more PSTRax modules with respect to automate its operations and wishes to obtain access to additional modules; and PSTRax wishes to provide the additional modules to CLIENT.

NOW, THEREFORE, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

- 1. TERMS.** All terms and conditions of the original Master Agreement will continue to be in effect and the same terms shall apply to this Amendment.
- 2. ADDITIONAL LICENSED MODULES.** PSTRax is a hosted "software as a service" that consists of several modules. This Amendment grants CLIENT a license to use one or more additional modules. CLIENT has selected the additional modules it wants to license in Exhibit A: Pricing & Modules and its payment preferences in Exhibit B: Financing Terms. CLIENT has the right to use the modules for the duration the original Master Agreement remains in effect.

INVOICING

Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

Name: R. Adam Ellis
Title: Division Chief
Email: REllis@glendaleaz.com
Phone: 623-930-4447
Address: 11550 W. Glendale Ave., Glendale, AZ 85310

ACCEPTANCE

By signing below, CLIENT and PSTrax agree to the pricing, terms and conditions of this Agreement. CLIENT certifies that the signer is an authorized purchaser.

Glendale Fire Department

Station Automation, Inc. (dba PSTrax)

Signature:

Signature:



Name: R. Adam Ellis
Title: Divison Chief
Email: REllis@glendaleaz.com
Phone: 623-930-4447
Date: 6/20/2024

Name: Scott Bergeron
Title: President
Email: scott@pstrax.com
Phone: 888-330-6006
Date: 06.03.24

If signed electronically, a copy of the executed Amendment will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Amendment to sales@pstrax.com.

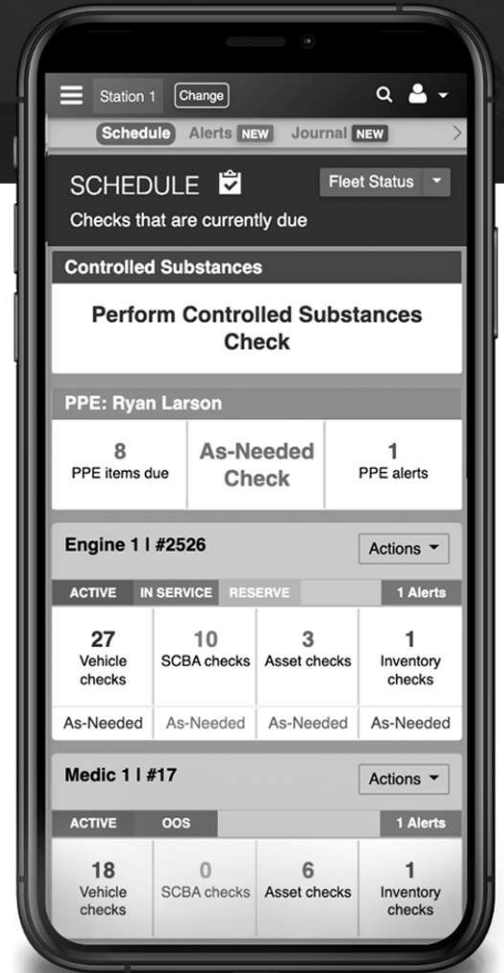
BEST TOOL FOR THE JOB.

Purpose-built software for checklists and inventory management.

PSTRAX PROPOSAL FOR

Glendale Fire Department

R. Adam Ellis, Division Chief - EMS
6829 N 58th Dr
Glendale, AZ 85301



Prepared By:
Dave Zachau
Station Automation, Inc. (DBA PSTrax)
06.10.24

PS TRAX

EXHIBIT A

MODULES OVERVIEW

The PStrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The [Vehicle Module](#) automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet, see the location of each vehicle, and make status updates for in-service, out-of-service, and reserve units.



The [Station Module](#) schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The [SCBA Module](#) tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.

The [PPE Module](#) tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and



document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.



The Critical Asset Module tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The Supplies Module provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The Controlled Substance Module tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.

EXHIBIT A: PRICING & MODULES

The PSTRax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

The Fees below include:

- **Software License**
- **Setup & Implementation (includes project management, data import, configuration, training, rollout)**
- **Hosting**
- **Unlimited Support (includes training, ongoing changes)**

Pricing is valid for 90 days. Please contact your PSTRax Representative for adjustments to the modules priced below.

Module	Scope	of Work	Price	Total
Annual Software License Fees (includes software, hosting, support, training, ongoing changes)				
Vehicle Includes:	0	Vehicles	\$225	\$0
Station Includes:	0	Stations / Buildings	\$250	\$0
SCBA Includes:	0	Stations / Buildings	\$350	\$0
PPE Includes:	0	Stations / Buildings	\$350	\$0
Critical Asset Includes:	0	Stations / Buildings	\$350	\$0
Supplies Includes: all supplies across 9 stations, plus 1 Ready Room	9	Stations / Buildings	\$450	\$4,050
Controlled Substance Includes:	0	Managed Locations	\$250	\$0
Single Sign On Connect PSTRax as a Service Provider to your Identity Provider (ex. Active Directory, AuthO)	0	SSO Users	\$10	\$0

First Arriving Integration Includes:	0	Stations / Buildings	\$50	\$0
				\$4,050
One-Time Implementation Fees (includes project management, data import, configuration, training, rollout)				
Vehicle	0	Vehicles	\$70	\$0
Station	0	Stations / Buildings	\$75	\$0
SCBA	0	Stations / Buildings	\$70	\$0
PPE	0	Stations / Buildings	\$70	\$0
Critical Asset	0	Stations / Buildings	\$70	\$0
Supplies	9	Stations / Buildings	\$90	\$810
Controlled Substance	0	Managed Locations	\$50	\$0
				\$810

Year 1 Total (USD): \$4,860

Estimated Annual Renewal License Fee - Supplies module (USD)* : \$ 4050

Average License Fee Per Day Per Station - Supplies module (USD)* : \$ 1.23

** Annual Fees Total does NOT include any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms such as annual increases or scope of work increases.*

*** Stations/Buildings is the pricing metric to determine agency size.*

Other Special Instructions: None

EXHIBIT B: FINANCING TERMS

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

- Prorate the 1st year's Annual License Fees to sync with the renewal date of the module(s) already purchased in the original Master Agreement (most popular – consolidates all purchased items into one annual renewal invoice)
- Pay the entire 1st year's Annual Software License Fees now (does not consolidate all purchased items, will have separate annual renewal invoices)
- Other instructions (optional):

One-Time Implementation Fees

Check a payment preference for the One-Time Implementation Fees:

- Pay the entire one-time implementation fees now.
- Other instructions (optional):

AMENDMENT TO MASTER AGREEMENT

This Amendment is entered into by and between Station Automation, Inc. dba PSTRax, a Delaware corporation ("PSTRax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Glendale Fire Department ("CLIENT"). PSTRax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

This Amendment shall be effective on the date mutually executed by the Parties. It amends and supplements the most recent Master Agreement executed by and between the Parties.

WHEREAS, CLIENT is currently using one or more PSTRax modules with respect to automate its operations and wishes to obtain access to additional modules; and PSTRax wishes to provide the additional modules to CLIENT.

NOW, THEREFORE, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

- 1. TERMS.** All terms and conditions of the original Master Agreement will continue to be in effect and the same terms shall apply to this Amendment.
- 2. ADDITIONAL LICENSED MODULES.** PSTRax is a hosted "software as a service" that consists of several modules. This Amendment grants CLIENT a license to use one or more additional modules. CLIENT has selected the additional modules it wants to license in Exhibit A: Pricing & Modules and its payment preferences in Exhibit B: Financing Terms. CLIENT has the right to use the modules for the duration the original Master Agreement remains in effect.

INVOICING

Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

Name: R. Adam Ellis
Title: Division Chief
Email: REllis@glendaleaz.com
Phone: 623-930-4447
Address: 11550 W. Glendale Ave, Glendale, AZ 85307

ACCEPTANCE

By signing below, CLIENT and PStrax agree to the pricing, terms and conditions of this Agreement. CLIENT certifies that the signer is an authorized purchaser.

Glendale Fire Department

Signature:

Name: R. Adam Ellis
Title: Division Chief
Email: REllis@glendaleaz.com
Phone: 623-930-4447
Date: 6/20/2024

Station Automation, Inc. (dba PStrax)

Signature:



Name: Scott Bergeron
Title: President
Email: scott@pstrax.com
Phone: 888-330-6006
Date: 06.10.24

If signed electronically, a copy of the executed Amendment will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Amendment to sales@pstrax.com.