

Resolution

No. 26-5

AUTHORIZING ACCEPTANCE OF A DONATION OF COMPACT RAPID
DEPLOYABLE TOWERS FROM STCOMMS INC, FOR USE BY THE
DEPARTMENT OF FIRE AND PUBLIC SAFETY, UNDER SECTION 3.56.030,
MAUI COUNTY CODE

WHEREAS, STComms, Inc, wishes to provide mini cell towers also known as compact rapid deployable towers (CRD), for use by the County of Maui Department of Fire and Public Safety, as reflected in the STComms, Inc Property Use and Hosting Agreement attached as Exhibit "1," which may be renewed annually by mutual consent of the parties; and

WHEREAS, the donation of use of this specialized communication equipment, which includes one CRD and three Mini CRDs, will provide enhanced communications for first responders during significant emergencies at select locations; and

WHEREAS, annual use of the CRDs is estimated to exceed a fair market value of \$750; and,

WHEREAS, Section 3.56.030, Maui County Code, authorizes the Council to accept gifts and donations on behalf of the County; now therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That it authorizes acceptance of the donation of compact rapid deployable towers from STComms, Inc, under Section 3.56.030, Maui County Code; and
2. That it hereby expresses its appreciation to STComms, Inc for its generous donation; and
3. That certified copies of this resolution be transmitted to the Mayor; Director of Finance; Fire Chief; and Tia Boileau, Chief Executive Officer for STComms, Inc.

APPROVED AS TO FORM
AND LEGALITY:

Christie Trenholme

CHRISTIE M. TRENHOLME
Deputy Corporation Counsel
County of Maui
LF-2025-2003

INTRODUCED BY:



Upon the request of the Mayor.

STCOMMS, INC

PROPERTY USE AND HOSTING AGREEMENT

THIS AGREEMENT is entered into by and between STComms, Inc, a Nevada corporation, (“STC”) and the County of Maui, a political subdivision of the State of Hawaii (“Host Agency” or “Host”), for the purpose of establishing the terms and conditions for the provision and use of specialized communication equipment by STC to Host Agency.

RECITALS

STC is in the business of providing mini cell towers, also known as compact rapid deployable towers, (“CRDs”) to augment ATT/FirstNet’s wireless broadband network that is exclusive to first responders, i.e., fire and emergency responders.

As part of its Response Operations Program, ATT/FirstNet has an agreement with STC wherein STC will provide CRDs to enhance the communications of first responders during significant emergencies at select locations.

Host Agency is a first responder, and desires to take possession of and host a CRD, with the understanding that Host Agency will have the right to use the CRD and the data plan for all official uses when the CRD is not deployed by STC pursuant to its agreement with ATT/FirstNet. Host Agency will follow defined request protocol with STC team prior to any plans to “self-deploy.”

The purpose of this Agreement is to establish the terms and conditions of deployment of CRDs by STC to the Host Agency and by Host Agency to Emergencies as dispatched.

NOW, THEREFORE, in consideration of the above recitals, which are contractual agreements of the parties, and the following terms and agreements between the parties, and other good and valuable consideration between the parties, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

AGREEMENT

1. STC’s Rights, Duties and Obligations. STC agrees to the following:

Supply and Deliver Equipment.

STC will provide the Host Agency with CRD units. The CRDs, together with supporting equipment, the “Equipment,” are identified in *Exhibit A*.

Payment of Expenses.

STC will reimburse Host for the costs incurred for any deployment-related expenses on a monthly basis. Invoices are to be submitted via email by the 15th of every month.

Approved deployment related expenses are as follows and shall be reimbursed at cost:

- Meal expenses billed at Host reimbursement rate or not to exceed the per diem rate of \$75.00 per person per day while deployed by STC.
- Vehicle mileage reimbursement at the IRS rate or actual fuel costs incurred during deployment by STC.
- Actual costs for generator fuel and oil for CRD.

Invoices.

Invoices must indicate date, time, deployment reference name, amount of expenses, and shall be sent to Invoice@STComms.com. Invoices do not require receipts, but receipts must be preserved for 3 years. Expenses will be submitted for reimbursement in a reasonable time, understanding that emergent events can delay invoicing. Submissions shall include Host's designated billing officer's attestation as follows: "I attest that this information is true, accurate, and complete and understand that any falsification, omission, or concealment of material fact may subject me or the Host Agency to administrative, civil, or criminal liability. Furthermore, I am a duly authorized representative to sign this invoice and attestation on behalf of the Host Agency. Signature: /s/ Host Agency Billing Officer." STC will issue reimbursement payments to Host within 45 days of receipt of an invoice that complies with the requirements of this provision.

Repair.

Upon notice from Host that the CRD or equipment requires maintenance or repair, STC will provide or schedule the maintenance, repair, or replacement at its cost.

Deployment Supervisor.

STC will assign a Deployment Supervisor (subject to approvals from Host Agency Fire Chief) to provide continuous support and resource depth to Host Agency.

-Deployment Supervisor may deploy as available to provide resource depth and oversee the effectiveness of program.

Deployment Supervisor will remain the main point of contact for Host Agency and will be responsible for dispatching and communications.

-STC will provide Host Agency with multiple supplemental contacts to ensure 24/7 support.

Software/hardware/firmware updates will be completed by Deployment Supervisor or initiated by Deployment Supervisor in conjunction with Host Agency's on site assistance.

STC Provided Training.

STC Deployment Supervisor and supporting STC team will integrate, train, manage and allocate resources to the Host Agency to ensure success of the Host deployment team.

Cost of Training on Use of Equipment.

STC will provide, as needed, training and certification to Host Agency personnel on the use and operation of the CRDs at no cost to Host.

2. HOST AGENCY's Rights, Duties and Obligations. Host hereby agrees to the following:

Use of STComms, Inc, Name and Associated Name of Strike Team Communications ("STC").

Host Agency may not represent that the CRD services provided by Host Agency are provided as a private contractor of STC. Host Agency may represent that services are provided in conjunction with ATT/FirstNet. Host Agency shall advise that it has acquired the right to use the CRDs from STC in conjunction with the Response Operations group of ATT/FirstNet, and it is acting within its capacity as a public entity within its governmental function and authority.

FirstNet Subscription.

Host Agency must, at all times during the term of this Agreement, maintain FirstNet Agency status. A FirstNet phone is required to deploy CRD equipment, run associated speed tests, troubleshoot on site and report required timestamps as further defined in *Exhibit B*.

Staffing.

Host Agency must provide dedicated staffing of qualified individuals as follows:

- Maintain response readiness and deploy within 1 hour from receipt of dispatch 24/7 x 365, and
- Assign a dedicated staff member to lead the program and mutually define dispatch protocols with STC staff,
- Participate with STC staff to cause necessary and timely software updates to the CRDs; and
- Participate with STC staff to acquire and maintain all required training and refresher training as required by STC, ATT/FirstNet or under the Response Operations Group; and

-Host Agency personnel are subject to STC approval and removal, at STC's discretion following consultation with the Host through its reporting Chief Officer as appropriate.

Certifications.

Host shall provide copies of all certifications necessary to ensure access to all emergent events to which the CRDs may be deployed.

Housing of CRDs.

Host shall provide housing for the CRDs in-door, in a heated/cooled environment, in a secure location, and with access to 110v power.

Deployments.

When dispatched by STC, Host Agency will respond "out the door" with CRD within 1 hour of receiving the direction.

Host shall deploy and operationalize the unit for initial operations within 13 hours.

Host will secure tenacious power supply for the deployed equipment and re-fuel as necessary.

-Host acknowledges this may require providing a generator as a solution.

Communications.

Host shall immediately report any CRD or CRD response team member out of service to STC. Host shall be responsible for all direct timestamp communication via FNDO call line and supplemental reporting to STC further described in *Exhibit B*.

3. Term. This Agreement is effective upon signing by both parties and shall be in effect for a one-year term. The one-year term may be renewed annually by mutual consent of the parties. STC has the right to terminate the Agreement upon 48-hours' notice. Termination is in STC's sole and exclusive discretion. In the event of STC termination, Host agrees to cooperate with and authorize any request by STC to access and retrieve the CRD and Equipment, subject to applicable County of Maui policies, security protocols, and any restrictions necessary for safety and/or to protect operations, data, and property.

4. Transportation. Full responsibility (including transportation costs) for equipment covered by this agreement will be borne by STC until Host takes physical possession of such equipment. Host acknowledges vehicles used to deploy the CRD's require a 2" trailer hitch and have the appropriate equipment on hand.

5. Inspection. Host agrees to inspect any property received under this Agreement for apparent damage and defects, and to bring such damage and/or defects to the attention of STC for appropriate documentation, maintenance, repair and/or replacement. Host shall not be

responsible for harm or damage to such property, or for harm or damage to any person or thing whatsoever, that is proximately caused by damage or defects in such equipment that Host could not have discovered upon reasonable inspection.

6. Use of Equipment. Host shall take proper precautions in the operation, storage and maintenance of equipment provided under this Agreement. Equipment shall be used only for its intended purpose. Host shall permit the equipment to be used only by trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation.

Host acknowledges equipment is owned by ATT/FirstNet and may be temporarily relocated to another island as emergent deployments require.

7. Wear and Tear. STC acknowledges that the property provided under this agreement will be used by emergency services personnel under extreme conditions, including but not limited to extreme weather, natural disasters, and emergency rescues, and that such uses may cause wear and tear in excess of that occurring during non-emergency use. For purposes of this agreement, "reasonable wear and tear" shall be defined as that which can be expected to occur with uses appropriate and necessary for the conditions encountered, and may include damage beyond repair due to extreme weather and natural disasters.

8. Malfunctioning Equipment. Host shall report and STC shall be responsible for the immediate maintenance, repair, or replacement of malfunctioning equipment.

9. Return of Equipment. All equipment shall be returned in the same condition it was in at the time it was provided, except for reasonable wear and tear as defined in Section 7. If equipment is lost while in Host's possession, Host would be responsible for any insurance-related requirements and to replace the equipment if requested by STC.

10. Equipment Repair. Routine maintenance and repair of equipment included in this agreement, and cost therefore, shall be the responsibility of STC. If equipment is damaged while in Host's possession and while deployed by Host, Host or Host insurer shall be responsible for the reasonable cost of repair. Host shall not undertake to repair, or cause to be repaired at STC's expense, such equipment without STC's express consent.

11. Government Liability Coverage. Host Agency represents and warrants as follows: 1) entering into this Agreement is within its governmental functions and authority; and 2) actions by Host Agency in deployment of the CRDs to ATT/FirstNet events will be as a public agency, not as a private subcontractor for STC.

12. Insurance. The County of Maui is self-insured and retains sufficient funds to cover claims in accordance with applicable laws. Host Agency shall deliver a statement of self-

insurance prior to the commencement of use of the CRDs, but not later than forty-five (45) days following the Effective Date of this Agreement if the work has not commenced.

13. Default. In the event of breach by either party of any of the provisions of this Agreement, either party may cancel and terminate this Agreement upon giving written notice to the other party and pursue any remedy available at law or equity.

14. No Assignment, Lending or Subletting. No equipment subject to this agreement shall be assigned, loaned, or sublet by Host to a third party, or moved from the location at which Host has represented it is intended to be used, or removed from the state, without the express written consent of STC.

15. Attorney Fees. In the event of any legal proceeding with regard to this agreement, the prevailing party shall be entitled to reasonable attorney fees for such action, up to and including appeal, if any, and to recover all costs and expenses incurred, to the extent permitted by law and approved in accordance with Chapter 3.16 Maui County Code, as may be amended.

16. Intentionally Omitted.

17. Waiver. Failure to insist upon the performance of any requirement of this agreement shall not be construed as a waiver or relinquishment of the right to such performance in the future.

18. Entire Agreement. This contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

19. Applicable Law. This agreement shall be deemed to be made in and shall be construed pursuant to the laws of the State of Hawaii. The parties agree that in the performance of this agreement they will comply with all applicable statutes, rules, regulations and orders of the United States, the State of Hawaii, and its political subdivisions, including corporate and business registration laws, and regulations pertaining to wages, conditions of employment, workers' compensation insurance and the Fair Labor Standards Act. Failure to comply with applicable law is a breach of this contract and grounds for cancellation.

20. Indemnity/Hold Harmless/Damages. Each party shall be solely responsible for its own acts, and those of its employees and officers. No party shall be responsible or liable for consequential damages to another party arising out of the provision or use of equipment or services under this agreement. To the extent permitted by law and approved in accordance with Chapter 3.16, Maui County Code, as may be amended, each party shall hold harmless and indemnify the other for any third-party claims arising out of or related to this Agreement, but this Agreement

shall not be interpreted to require either party to indemnify the other for harm or damage caused by the gross negligence of the other, or arising from activities not covered under this Agreement.

21. Conflict of Terms. Unless prohibited by law, the terms established by and within this Agreement shall supersede any conflicting terms in prior negotiations, or any other representation, oral or written, made by or on behalf of the parties before or after the execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon signing by both parties.

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COUNTY OF MAUI

By: _____

DATED: _____, 2025.

Richard T. Bissen, Jr.

Its: Mayor

Approval Recommended

Bradford Ventura

Fire Chief, Department of Fire & Public Safety

Approved as to Form and Legality:

Christie Trenholme

Deputy Corporation Counsel

STCOMMS, INC, a Nevada Corporation

By: _____

DATED: _____, 2025.

Tia Boileau

Its: CEO

Exhibit A: Description of Equipment Provided

MAUI, HI – 1 CRD, 1 MINI CRD

LANAI, HI – 1 MINI CRD

MOLOKAI, HI – 1 MINI CRD

Compact Rapid Deployable (CRD) which provides connectivity when and where FirstNet cellular coverage is unavailable. It will support up to 64 simultaneous FirstNet calls and over 100 text/data users. The CRD also provides high speed Internet via Wi-Fi or Ethernet cable. CRD's are easy to store indoors and can be transported by a single person, off the ground, on any standard trailer hitch, with no lifting required to mount or dismount.

Mini Compact Rapid Deployable (Mini CRD) is a highly portable solution which provides connectivity when and where FirstNet cellular coverage is unavailable up to a $\frac{1}{2}$ mile. The Mini CRD also provides Wi-Fi range up to 500 feet and FirstNet HPUE connectivity. Mini CRD's are weatherproof, easy to deploy and can be hand carried or checked on commercial flights.



Exhibit B: Required Reporting

Required reporting process is subject to change.

Host Agency will be responsible for initiating and maintaining communication with FNDO (FirstNet) via phone calls to report the following timestamps:

- Left the garage (LTG)
- Stops that would interrupt your enroute time due to equipment issues, road closures, or any other unforeseen problems.
 - Site arrival. If unable to provide, the STMs will need to report when/where they are staged at & when they're released from that staging area.
 - On-air / Off-air time of FN asset being locked/unlocked.
- Site departure or when (RTG) Returned to Garage for both deploys & demobes.

Immediately following the deployment, the same timestamps will need to be sent via email to Maui@STComms.com along with any issues encountered so STC can produce the *End of Deployment Report* for submittal to FirstNet/AT&T.