

SERVICE AGREEMENT

1307 East Algonquin Road Schaumburg, IL 60196 (800) 247-2346

Agreement Order #: 0504071460501

Supersedes Agreement #(s): 314001140

Date: 9/17/2001

Company Name: Nassau County

Attn: Department of Emergency Services

Billing Address: 11 N. 14th Street - Box 12

City, State, Zip: Fernandina Beach, FL, 32034

Customer Contact: Dolores Doyle

Phone: 904-321-5732

Required P.O.: Yes

Customer #: 1011845015

Bill to Tag #: 0001

Contract Start Date: 10/1/2001

Contract Expiration Date: 9/30/2002

Auto Renew: No

Payment Cycle: Monthly

Tax Exempt: Yes

SUBCONTRACTOR(S)

HASTY'S COMM OF FLORIDA, INC.

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

CITY JACKSONVILLE

Qty	Model/Option	Description		Month	ly Ext	Annual Ext		
/	посопорион	*** RE-OCCURING SER\	/ICES					
	SVC01SVC1420	Local Infrastructure Rep						
	0.00.000	Includes onsite respons		s. and repair				
8		Alert monitors	.,.	•	\$	71.20	\$	854.40
7		Bases			\$	195.51	\$	2,346.12
10	,	Remotes			\$	89.40	\$	1,072.80
3		Repeaters			\$	167.61	\$	2,011.32
1		Voting comparator			\$	44.69	\$	536.28
2		Base stations				55.86	\$	670.32
1		Pager			\$	5.58	\$	66.96
	SVC395	Subscriber Board Level	Repair Sen	/ices				
	0.0000	Includes diagnosis and local radio repair						
3		Visars			\$	20.10	\$	241.20
28		Maratrac mobiles				280.00	\$	3,360.00
23		Portables			\$	154.10	\$	1,849.20
2		Spectra units			\$	20.00	\$	240.00
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Additional terms, definitions and conditions of this SERVICE AGREEMENT are attached.				OTAL - REOCCURING SERVICES		1,104.05		13,248.6
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			SUBTOTA	L - ONE-TIME EVENT SERVICES			\$	
				TOTA		1,104.0	5 \$	13,249.0
				TAXES	S			
				GRAND TOTAL	L		\$	13,249.0

APPROVED

DATE 10-08-01 JAB

Printed: 9/17/2001

STATE

FL

Drawin Harsh	Chairman	October 8, 2001
AUTHORIZED CUSTOMER SIGNATURE MARIANI 6 MARS HAL	TITLE	DATE
CUSTOMER (PRINT NAME)		
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
MOTOROLA REPRESENTATIVE (PRINT NAME) iSolutions	PHONE	FAX

Printed: 9/17/2001



Statement of Work

Definitions

There may be additional terms defined in this list that do not apply to the SOWs attached. Terms in this list that are not specifically used in the attached SOWs should be disregarded.

1.0 Definitions

Capitalized terms used in this Statement of Work and not otherwise defined within the Statement of Work, Communications System Agreement or other applicable Agreement have the following meanings:

- Box Unit Test: Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2 Case: Electronic tracking document for requests for service through the System Support Center.
- 1.3 Components: Motorola new or refurbished parts of equal quality.
- 1.4 Continuously: Seven (7) days per week, twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.
- 1.5 Core Release: A new version of Software that adds Standard Features and major enhancements.

 These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 2.0.3 to SmartZone 3.0).
- 1.6 Customer: The end-user Customer as identified in the Communications System Agreement, Service Agreement or other applicable Agreement.
- 1.7 Customer Support Plan: A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services promised under this Statement of Work.
- 1.8 Enhancement Release: A superseding issue of Software, which adds to, improves, or enhances the performance of Standard Features contained in the then currently shipping Software version. These releases are signified by changes to the second digit of the version identifier number (e.g. SmartZone 3.1 to SmartZone 3.2).
- 1.9 Equipment: The equipment specified in the Equipment List as set forth in the Communications System Agreement, Service Agreement or other applicable Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.10 Enhanced System Support (ESS) Period: The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Communications System Agreement.
- 1.11 Event: An alarm or informational notification received by Motorola through the Network Management tools.
- 1.12 Federal Technical Center: A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for Federal Customers.
- 1.13 Firmware: Software in object code form that is implanted or embedded in hardware.
- 1.14 Infrastructure: The fixed Equipment excluding mobiles, portables, and accessories.
- 1.15 Maintenance: The process for determining the cause of Equipment failure, removing, repairing, or replacing parts or elements necessary in order to conform the Equipment with the manufacturer's specifications along with system specific specifications, delivering and reinstalling the parts, and placing the Equipment back into operation.
- 1.16 Motorola Software: Software whose copyright is owned by Motorola.
- 1.17 Radio Support Center: A Motorola facility located in Rockford, Illinois, the purpose of which is to serve as Motorola's centralized location for radio repair.
- 1.18 Response: Response times are defined as when a technician, a remote systems technologist or a remote network specialist is actively working the technical issue, remotely or on-site, as determined by Motorola.



- 1.19 Restore/Restoration: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.20 Service Repair Notes: Motorola documents outlining repair procedures to specific products.
- 1.21 Servicer: a Motorola Authorized Service Station or Motorola Field Service personnel.
- 1.22 Software: Includes Motorola and any non-Motorola Software that may be furnished with the Communications System.
- 1.23 Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.24 Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release.
- 1.25 Start Date: Effective start date as listed on the Service Agreement or other applicable Agreement.
- 1.26 System: System is the communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.27 System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System tests as described in the acceptance test plan.
- 1.28 System Support Center: a Motorola facility located in Schaumburg, Illinois, the purpose of which is to serve as Motorola's centralized system support facility to compliment the field support resources. The System Support Center is hereinafter referred to as the "SSC."
- 1.29 System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.30 Systemic: A software/hardware product defect related to or affecting the designed system operation.
- 1.31 Technical Support Operations: A centralized telephone support help desk that provides technical support for Motorola customers' who have purchased Commercial Government and Industrial Solutions Sector (CGISS) products or have a contract for technical support.



Statement of Work

Local Infrastructure Repair

1.0 Description of Services

Infrastructure Local Repair provides for repair of Equipment named on the Equipment list. At the Servicer's discretion, Equipment may be sent to Motorola, original equipment manufacturer, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of this SOW shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Service Equipment at the Servicer facility or Customer location during Standard Business Days. Motorola is responsible for travel costs to a Customer location to service Equipment.
- 2.2. Perform the following on Equipment:
 - 2.2.1. Perform an operational check on the Equipment to determine the nature of the problem.
 - 2.2.2. Replace malfunctioning Components with new or reconditioned assemblies.
 - 2.2.3. Verify that Motorola Equipment is returned to Motorola manufactured specifications.
 - 2.2.4. Perform all applicable services specified in Service Repair Notes on Equipment.
- 2.3. Reprogram Equipment to return Equipment to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a generic template will be used.
- 2.4. Notify the Customer upon completion of repair.
- 2.5. Properly package and return ship Equipment to the Customer specified address. Motorola will pay return shipping charges.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Product, system type, accurate description or symptom of problem.
- 3.2. Maintain backups of Software applications and Firmware for reloading if necessary after service is completed.
- 3.3. Properly package Equipment and third party Infrastructure for shipping and ship the malfunctioning Equipment and third party Infrastructure (freight prepaid by Customer) to Servicer.
- 3.4. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.



Statement of Work

Local Radio Combo Package

1.0 Description

Local Radio Combo Package provides operational check and board level repair services for Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached. An operational check is an analysis of the Equipment to identify external or internal defects. This service includes, but is not limited to, the Restoration of mobile microphones.

This Service does not include antennas, portable remote speaker microphones, mobile remote control heads, portable chargers, mobile external speakers or cabling.

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- 2.0 Motorola has the following responsibilities:
 - 2.1 Service to be performed at the Servicer facility during Standard Business Days.
 - 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
 - 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
 - 2.4 Restore and test the Equipment to Motorola factory specifications.
 - 2.5 Remove any oil, dust, and/or foreign substances from the Equipment.
 - 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, the Equipment will be returned to the Customer with generic programming that is compatible with the Customer's system type. The Equipment will require additional programming by the Customer to restore the original template.
 - 2.7 Notify Customer upon completion of repair for pickup of Equipment.
- 3.0 Customer has the following Responsibilities:
 - 3.1 Deliver and pick up Equipment to/from the Servicer facility.
 - 3.2 Inform Servicer of description of problem for Equipment brought in for service.
 - 3.3 Supply Servicer with Equipment template information on diskette utilizing the latest Radio Service Software (RSS) version for Equipment that may need to be reprogrammed as a result of repair efforts.
 - 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Combo Package service to Customer.

THIS iSOLUTIONS SERVICE AGREEMENT is entered into by and between Motorola, Inc. ("Motorola") and the customer named in this Agreement ("Customer").

SECTION 1 DEFINITIONS. "Agreement" means this iSolutions Service Agreement and its Attachments, if any, which are attached hereto and incorporated herein by this reference. "Equipment" means the communication equipment that is specified in the Attachments or that is subsequently added to this Agreement. "Services(s)" means those installation, maintenance, repair, support, training, and other services referred to both herein and in the Attachments.

SECTION 2 ACCEPTANCE. Customer agrees to accept the terms of this Agreement and to pay the prices set forth herein. The terms and conditions set forth in this Agreement and in the Attachments will become binding only when accepted in writing by Motorola. The term of this Agreement will commence on the date specified in this Agreement, including any Attachments ("Start Date").

SECTION 3 SCOPE OF SERVICES. A. Motorola will provide the Services generally described in this Agreement. Certain Services may require more particular description or definition, or may require detailed Statement(s) of Work. If particular descriptions or detailed Statement(s) of Work are required, and are therefore attached to this Agreement, Motorola and Customer hereby agree to be bound by any additional terms included in those Attachments, which are fully incorporated in this Agreement as set forth in SECTION 1. B. Motorola may also provide additional services ("Additional Services") at Customer's request. Such Additional Services will be billed at Motorola's then-applicable rates for such services. C. If Motorola is providing Services for Equipment: (i) Motorola parts or parts of equal quality will be used; (ii) the Equipment will be Serviced at levels set forth in Motorola's product manuals; and, (iii) routine service procedures that are prescribed from time to time by Motorola for its products will be followed. D. Any Equipment purchased by Customer from Motorola that is or becomes part of the same communications system as the Equipment covered under this Agreement ("Additional Equipment") will be automatically added to this Agreement and will be billed at the applicable rates after the warranty period has expired. E. All Equipment must be in good working order on the Start Date or at the time the Equipment is added to the Agreement. Customer must provide a complete serial number and model number list either prior to the Start Date or prior to the time that the Equipment is added to the Agreement. F. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments. G. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice. H. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or the practical feasibility of the scope of Services as specified in the Attachments, Motorola may: (1) modify the scope of Services related to such Equipment; (2) remove such Equipment from the Agreement; or (3) increase the price to Service such Equipment. I. Customer must promptly notify Motorola directly of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated this Agreement

SECTION 4 EXCLUDED SERVICES. A. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids. B. Unless specifically included in this Agreement, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium. C. Unless specifically included in this Agreement, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc. D. Unless specifically set forth in this Agreement, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or Special Products, modified units, or software. E. Service does not include certification programs, software support, reprogramming of Software or modifications to Equipment related to assuring the correct processing, providing, or receiving of date data from, into, or between the year 1999 and the year 2000.

SECTION 5 RIGHT TO SUBCONTRACT/ASSIGNMENT. Motorola may assign its rights and obligations under this Agreement and may subcontract any portion of Motorola's performance called for by this Agreement.

SECTION 6 TIME AND PLACE OF SERVICE. Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer agrees to provide Motorola, at no charge, a non-hazardous work environment with shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola and/or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Agreement. Unless otherwise specified in this Agreement, the hours of Service will be hours of 8:30 a.m. to 4:30 p.m., excluding weekends and holidays.

SECTION 7 CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be manned twenty-four (24) hours per day, seven (7) days per week and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

SECTION 8 PAYMENT. Unless alternative payment terms are specifically set forth in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

SECTION 9 WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

SECTION 10 CERTIFICATION DISCLAIMER. Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by a Motorola authorized signatory.

SECTION 11 DEFAULT/TERMINATION. A. In the event that any sum of money owed by Customer is not paid when due and remains unpaid for a period of thirty (30) days after receipt by Customer of written notice of such delinquency, Motorola may terminate this Agreement effective upon seven (7) days written notice. If either party defaults in the performance of any of its obligations set forth in this Agreement and the default remains uncured for a period of thirty (30) days after receipt by such party of written notice from the other party detailing the specific contractual obligation and the nature of the default thereunder, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon the giving of notice in writing to the defaulting party. B. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including but not limited to payments which may be due and owing at the time of termination. Upon the effective date of termination, Motorola will have no further obligation to provide Services. C. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this

Agreement.

SECTION 12 LIMITATION OF LIABILITY. Notwithstanding any other provision, except for personal injury or death, Motorola's total liability for losses, whether for breach of contract, negligence, warranty, or strict liability in tort, is limited to the price of the previous twelve months of Services provided under this Agreement. IN NO EVENT WILL MOTOROLA BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL LOST PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE BY LAW.

SECTION 13 EXCLUSIVE TERMS AND CONDITIONS. A. Customer acknowledges that this Agreement supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the Services performed. Neither the Agreement nor the Attachments may be altered, amended, or modified except by a written agreement signed by both authorized representatives of both parties. B. In the event of a conflict between the main body of this Agreement and any Attachments, the main body of this Agreement will take precedence, unless the Attachment specifically states otherwise. C. Customer agrees to reference this Agreement on any purchase order(s) issued in furtherance of this Agreement. Neither party shall be bound by any terms contained in Customer's purchase order(s), acknowledgements or other writings terms specifically refer to this Agreement; (ii) and clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order(s), acknowledgements or other writings are signed by duly authorized representatives of both parties.

SECTION 14 PROPRIETARY INFORMATION; CONFIDENTIALITY. A. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission, or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement. B. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

SECTION 15 FCC LICENSES AND OTHER AUTHORIZATIONS. Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

SECTION 16 OWNERSHIP OF INTELLECTUAL PROPERTY. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

SECTION 17 COVENANT NOT TO EMPLOY. During the term of this Agreement, and continuing for a period of two years thereafter, Customer agrees not to hire, nor to engage on contract, nor to solicit the employment of, nor to recommend employment to any third party of any Motorola employee or Motorola subcontractor with whom there is contact during an assignment under this Agreement, without the prior, written authorization of Motorola. If, at any time, this provision is found to be overly broad under the laws of the applicable jurisdiction, this provision shall be modified as necessary to conform to such laws rather than be stricken herefrom.

SECTION 18 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

SECTION 19 GENERAL TERMS. A. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect. B. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Illinois. C. Failure to exercise any right will not operate as a waiver of that right, power, or privilege. D. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control. E. Except for money due upon an open account, no action may be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action. F. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER PARTY NOTIFIES THE OTHER OF INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. G. If Motorola provides Services the termination or expiration of this Agreement, the terms and conditions and any prices in effect at the time of the termination or expiration will apply to those Services.

Agenda Request For: October 8, 2001

Department: Department of Emergency Services

Fund: General - \$13,249.00

Action requested and recommendation: The attached is the annual service agreement renewal for service to Emergency Service radio and associated equipment. This is a standard agreement and has been in affect for 10+ years and has provided consistant dependable service to Emergency Services radio equipment. Recommend acceptance.

Funding Source: Account #01251529-546020. This is a budgeted item and represents a \$744.44 total decrease over last year.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: This agreement will provide consistant maintenance to communication equipment and is a budgeted item resulting in an anticipated expense.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? $_{\rm N/A}$

Reviewed by:

Legal

Finance

Coordinator

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