

RECEIVED  
COUNTY COORDINATOR'S  
OFFICE**Agenda Request for (date):**

November 12, 2003

03 OCT 31 PM 12:32

**Department:**

Department of Emergency Services / Division of Fire Rescue

**Background:**

Currently using outdated pager system which is not compatible with current dispatching pager capabilities. Recommended system will provide a redundant notification process for units throughout the County. In addition, the recommended system will have wide area calling, group paging and group set-up, one way, 1.5 way and two way paging as needed. This system falls under the State Bid with the specifics of repair and replacement as identified in the state contract being much more attractive than our current system in that there is no deductible, no cost for loss or damage and no payment for the first four months.

**Financial / Economic Impact to Future Years Budgeting Process or Effect of Citizens:**

Economic impact to future years budgeting process totals \$2,289.00 / year compared to current cost of \$2,142.00 / year currently budgeted and in place. Cost increase is \$147.00 total per year as outlined in the attached memo from Nassau County Fire / Rescue Deputy Chief Sam Young.

**Action Requested and Recommendation:**

It is recommended that the Nassau County Board of County Commission accept the recommendation as proposed by Verizon Wireless Messaging Services in upgrading the paging system making it compatible and compliant with that currently in place with the NCSO Dispatch Center wireless system.

**Is this action consistent with the Nassau County Comprehensive Land Use Plan?**

N/A

**Funding Source:**

Funding sources include those already in place for wireless paging systems including: Rescue Communications Acct. #01261526-541000 (\$953.40); Fire Communications Acct. #09223522-541000 (\$953.40); Fire Prevention Communications Acct. #04222522-541000 (\$142.80); Public Safety Administration Communications Acct. #01251529-541000 (\$239.40)

*Reviewed by Debbie Demas. Open for discussion at meeting. DDema 12/03/03*

**Reviewed by:**

Legal

Finance

Management Committee

*Floyd Vanzant***APPROVED**DATE 11-12-03 JKB

# MEMORANDUM

TO: Thomas B. Kochheiser  
Director

FROM: Sam Young  
Deputy Chief

DATE: October 13, 2003

RE: Verizon Wireless

Nassau County Fire / Rescue wishes to convert from our current provider, Safe Touch Wireless, and migrate to Verizon Wireless. The reasons for this change are:

1. Consistent and compliant with NCSO Dispatch Center wireless.
2. Applicable to State contract.

The latest upgrade to NCSO Dispatch Center has opened the door to wireless (paging) capability. This will serve as a redundant notification process for units throughout the County. It will also provide for a means of secure communications for privacy issues as needed.

The Verizon Plans allows for wide area calling, group paging and group set-up, 1 way, 1.5 way, and 2 way paging as needed. The specifics of repair and replacement as identified in the State Contract are much more attractive than our current provider (no deductible, no cost for loss or damage). No payment for first four months.

Our plan will consist of 11 pagers out of the Rescue budget (01261526) and 11 pagers from the Fire budget (09223522) at an estimated annual cost of \$953.40 each. The Public Safety Administration (01251529) will consist of 1 pager at an estimated annual cost of \$239.40. The Fire Prevention Bureau budget (04222522) will consist of 2 pagers at an estimated annual cost of \$142.80. Total annualized cost will be estimated at \$2,289.00/year compared to current cost of \$2,142.00/year.

I have attached an agreement to be forwarded to the appropriate department within Nassau County for approval. If I can be of any further assistance, please do not hesitate to call.

cc: Chief C.W. Cooper

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09:15:40

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
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001 GENERAL FUND						
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01261526 RESCUE						
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01261526 512000 REGULAR SALARIES	1,987,036	0	1,987,036	95,501.95	1,891,534.05	4.8%
01261526 512020 REGULAR SALARY-SET UP	0	0	0	.00	.00	.0%
01261526 513000 OTHER SALARIES/WAGES(NO RE	7,800	0	7,800	325.80	7,474.20	4.2%
01261526 514000 OVERTIME	369,896	0	369,896	20,434.26	349,461.74	5.5%
01261526 514002 OVERTIME-GARCIA	198,704	0	198,704	7,228.58	191,475.42	3.6%
01261526 515000 SPECIAL PAY (NO RETIREMENT	7,800	0	7,800	227.50	7,572.50	2.9%
01261526 521010 FICA TAXES	158,933	0	158,933	7,353.60	151,579.40	4.6%
01261526 521020 MEDICARE TAXES	37,170	0	37,170	1,719.77	35,450.23	4.6%
01261526 522000 RETIREMENT	381,931	0	381,931	22,182.36	359,748.64	5.8%
01261526 523010 LIFE & HEALTH INSURANCE	248,835	0	248,835	.00	248,835.00	.0%
01261526 524010 WORKERS' COMPENSATION	194,045	0	194,045	.00	194,045.00	.0%
01261526 524020 WKRS COMP-SELF INS(J. EAST	0	0	0	.00	.00	.0%
01261526 525000 UNEMPLOYMENT COMPENSATION	0	0	0	.00	.00	.0%
01261526 531000 PROFESSIONAL SERVICES	0	0	0	.00	.00	.0%
01261526 531031 EMPLOYEE PHYSICAL	12,000	0	12,000	25.00	11,975.00	.2%
01261526 531034 CONTRACT SVC - PHYSICIAN	20,100	0	20,100	1,675.00	18,425.00	8.3%
01261526 531035 DRUG TESTING	1,500	0	1,500	.00	1,500.00	.0%
01261526 531201 PROF SERVICES-ATTORNEY	0	0	0	.00	.00	.0%
01261526 534011 CAFETERIA PLAN BENEFITS ST	0	0	0	.00	.00	.0%
01261526 534220 CONTRACT SVC-CITY OF F.B.	0	0	0	.00	.00	.0%
01261526 540000 TRAVEL & PER DIEM	5,000	0	5,000	.00	5,000.00	.0%
01261526 540020 TRAVEL - PHYSICIAN	500	0	500	.00	500.00	.0%
01261526 541000 COMMUNICATIONS/FREIGHT	30,000	0	30,000	2,386.98	27,613.02	8.0%
01261526 541020 POSTAGE	0	0	0	.00	.00	.0%
01261526 541030 COMMUN-MEDICAL CHANNEL	0	0	0	.00	.00	.0%
01261526 541040 COMMUNICATIONS-COMPUTER	0	0	0	.00	.00	.0%
01261526 543000 UTILITY SERVICES	12,000	0	12,000	539.89	11,460.11	4.5%
01261526 544000 RENTALS/LEASES	8,000	0	8,000	.00	2,000.00	75.0%
01261526 544008 RENT-STATION 50	4,800	0	4,800	800.00	4,000.00	16.7%
01261526 544030 RENTAL/LEASES-CULLIGAN	108	0	108	.00	108.00	.0%
01261526 545000 INSURANCE	36,673	0	36,673	.00	36,673.00	.0%
01261526 546000 REPAIRS & MAINTENANCE	75,000	0	75,000	444.88	52,055.12	30.6%
01261526 546020 MAINTENANCE SERVICE CONTRA	250	0	250	427.44	-177.44	171.0%
01261526 547000 PRINTING & BINDING	3,000	0	3,000	.00	3,000.00	.0%
01261526 549000 OTHER CURRENT CHGS	600	0	600	.00	600.00	.0%
01261526 549002 ADVERTISING	1,500	0	1,500	133.08	1,366.92	8.9%
01261526 549009 COLLECTION FEES	0	0	0	.00	.00	.0%
01261526 549014 BAD DEBT EXPENSE	0	0	0	.00	.00	.0%

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	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
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109 ONE CENT SMALL COUNTY SURTAX						
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09223522 FIRE DEPT-NCBCC						
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09223522 512000 REGULAR SALARIES AND WAGES	1,813,901	0	1,813,901	87,628.05	1,726,272.95	4.8%
09223522 514000 OVERTIME	400,000	0	400,000	25,405.63	374,594.37	6.4%
09223522 514002 OVERTIME-GARCIA	175,000	0	175,000	6,715.64	168,284.36	3.8%
09223522 515000 SPECIAL PAY (NO RETIREMENT	4,000	0	4,000	195.00	3,805.00	4.9%
09223522 521010 FICA TAXES	147,908	0	147,908	7,265.76	140,642.24	4.9%
09223522 521020 MEDICARE TAXES	34,592	0	34,592	1,699.18	32,892.82	4.9%
09223522 522000 RETIREMENT	470,918	0	470,918	22,225.64	448,692.36	4.7%
09223522 523010 LIFE & HEALTH INSURANCE	215,421	0	215,421	.00	215,421.00	.0%
09223522 524010 WORKERS' COMPENSATION	210,424	0	210,424	.00	210,424.00	.0%
09223522 531000 PROFESSIONAL SERVICES	0	0	0	.00	.00	.0%
09223522 531031 EMPLOYEE PHYSICALS	9,000	0	9,000	.00	9,000.00	.0%
09223522 531035 DRUG TESTING	1,000	0	1,000	.00	1,000.00	.0%
09223522 540000 TRAVEL AND PER DIEM	3,500	0	3,500	.00	3,500.00	.0%
09223522 541000 COMMUNICATIONS AND FREIGHT	2,500	0	2,500	195.49	2,304.51	7.8%
09223522 541020 POSTAGE	0	0	0	.00	.00	.0%
09223522 543000 UTILITY SERVICES	7,000	0	7,000	212.92	6,787.08	3.0%
09223522 544030 RENTAL/LEASES-CULLIGAN	150	0	150	1.00	149.00	.7%
09223522 545000 INSURANCE	18,107	0	18,107	.00	18,107.00	.0%
09223522 546000 REPAIRS AND MAINTENANCE SV	90,000	0	90,000	288.29	18,870.83	79.0%
09223522 546020 MAINTENANCE SERVICE CONTRA	0	0	0	427.44	-427.44	.0%
09223522 549000 OTHER CURRENT CHARGES & OB	750	0	750	.00	750.00	.0%
09223522 549002 ADVERTISING	1,000	0	1,000	133.08	866.92	13.3%
09223522 549081 BACKGROUND CHECK	500	0	500	74.10	425.90	14.8%
09223522 549084 COST ALLOCATION PLAN	60,781	0	60,781	5,065.08	55,715.92	8.3%
09223522 551000 OFFICE SUPPLIES	1,200	0	1,200	.00	1,200.00	.0%
09223522 552000 MISC OPERATING SUPPLIES	6,000	0	6,000	162.50	5,837.50	2.7%
09223522 552014 FOOD ALLOWANCE	23,400	0	23,400	.00	23,400.00	.0%
09223522 552018 CLOTHING ALLOWANCE	15,600	0	15,600	.00	15,600.00	.0%
09223522 552020 GAS, OIL & LUBRICANTS	30,000	0	30,000	.00	2,000.00	93.3%
09223522 552030 JANITORIAL SUPPLIES	0	0	0	.00	.00	.0%
09223522 552040 TOOLS & SMALL IMPLEMENTS	2,000	0	2,000	29.92	1,970.08	1.5%
09223522 552050 UNIFORMS	25,000	0	25,000	.00	20,000.00	20.0%
09223522 552222 BUNKER GEAR	20,000	0	20,000	.00	14,420.00	27.9%
09223522 552640 EQUIPMENT <\$750	10,885	0	10,885	.00	10,885.00	.0%
09223522 554000 DUES/SUBSCRIP/TRAINING/PUB	5,000	0	5,000	1,000.00	4,000.00	20.0%
09223522 554021 TRAINING REIMBURSEMENT	5,000	0	5,000	.00	5,000.00	.0%
09223522 564000 EQUIPMENT	980	0	980	.00	980.00	.0%
09223522 564001 EQUIP \$5000 OR GREATER	0	0	0	.00	.00	.0%

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	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
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104 MUNICIPAL SERVICE FUND						
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04222522 FIRE INSPECTOR						
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04222522 512000 REGULAR SALARIES AND WAGES	98,405	0	98,405	4,681.13	93,723.87	4.8%
04222522 513000 OTHER SALARIES/WAGES(NO RE	0	0	0	.00	.00	.0%
04222522 514000 OVERTIME	750	0	750	111.79	638.21	14.9%
04222522 515000 SPECIAL PAY (NO RETIREMENT	0	0	0	.00	.00	.0%
04222522 521010 FICA TAXES	6,148	0	6,148	296.12	5,851.88	4.8%
04222522 521020 MEDICARE TAXES	1,438	0	1,438	69.26	1,368.74	4.8%
04222522 522000 RETIREMENT	8,290	0	8,290	354.19	7,935.81	4.3%
04222522 523010 LIFE & HEALTH INSURANCE	17,492	0	17,492	.00	17,492.00	.0%
04222522 524010 WORKERS' COMPENSATION	364	0	364	.00	364.00	.0%
04222522 525000 UNEMPLOYMENT COMPENSATION	0	0	0	.00	.00	.0%
04222522 531031 EMPLOYEE PHYSICALS	375	0	375	.00	375.00	.0%
04222522 531035 DRUG TESTING	100	0	100	.00	100.00	.0%
04222522 534000 OTHER CONTRACTUAL SERVICES	100	0	100	14.15	85.85	14.2%
04222522 534011 CAFETERIA PLAN BENEFITS ST	0	0	0	.00	.00	.0%
04222522 540000 TRAVEL & PER DIEM	2,200	0	2,200	524.00	1,676.00	23.8%
04222522 541000 COMMUNICATIONS/FREIGHT	3,750	0	3,750	82.88	3,667.12	2.2%
04222522 541020 POSTAGE	1,100	0	1,100	34.50	1,065.50	3.1%
04222522 543000 UTILITY SERVICES	1,102	0	1,102	83.46	1,018.54	7.6%
04222522 544000 RENTALS/LEASES	814	0	814	25.85	788.15	3.2%
04222522 545000 INSURANCE	838	0	838	.00	838.00	.0%
04222522 546000 REPAIRS & MAINTENANCE	1,500	0	1,500	.00	1,500.00	.0%
04222522 546020 MAINTENANCE SERVICE CONTRA	150	0	150	97.72	52.28	65.1%
04222522 547000 PRINTING & BINDING	650	0	650	.00	650.00	.0%
04222522 549000 OTHER CURRENT CHGS	300	0	300	.00	300.00	.0%
04222522 549002 ADVERTISING	0	0	0	.00	.00	.0%
04222522 549018 MOVING EXPENSES	0	0	0	.00	.00	.0%
04222522 549081 BACKGROUND CHECK	0	0	0	.00	.00	.0%
04222522 549082 RECEPTIONIST ALLOCATION	0	0	0	.00	.00	.0%
04222522 549083 CENTRAL CASHIERING ALLOCAT	1,710	0	1,710	.00	1,710.00	.0%
04222522 549084 COST ALLOCATION PLAN	2,626	0	2,626	218.83	2,407.17	8.3%
04222522 549124 FEES-PUBLIC WORKS	0	0	0	.00	.00	.0%
04222522 551000 OFFICE SUPPLIES	800	0	800	115.33	684.67	14.4%
04222522 552000 MISCELLANEOUS SUPPLIES	750	0	750	7.81	742.19	1.0%
04222522 552014 FOOD	0	0	0	.00	.00	.0%
04222522 552018 CLOTHING ALLOWANCE	800	0	800	.00	800.00	.0%
04222522 552020 GAS, OIL & LUBRICANTS	2,500	0	2,500	.00	1,200.00	52.0%
04222522 552030 JANITORIAL SUPPLIES	0	0	0	.00	.00	.0%
04222522 552050 UNIFORMS	1,200	0	1,200	.00	1,200.00	.0%

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001 GENERAL FUND						
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01251529 PUBLIC SAFETY ADMIN						
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01251529 512000 REGULAR SALARIES AND WAGES	49,181	0	49,181	3,618.17	45,562.83	7.4%
01251529 513000 OTHER SALARIES/WAGES(NO RE	0	0	0	.00	.00	.0%
01251529 514000 OVERTIME	1,000	0	1,000	33.85	966.15	3.4%
01251529 515000 SPECIAL PAY (NO RETIREMENT	0	0	0	.00	.00	.0%
01251529 521010 FICA TAXES	3,112	0	3,112	211.35	2,900.65	6.8%
01251529 521020 MEDICARE TAXES	728	0	728	49.43	678.57	6.8%
01251529 522000 RETIREMENT	4,196	0	4,196	403.76	3,792.24	9.6%
01251529 523010 LIFE & HEALTH INSURANCE	8,885	0	8,885	.00	8,885.00	.0%
01251529 524010 WORKERS' COMPENSATION	257	0	257	.00	257.00	.0%
01251529 525000 UNEMPLOYMENT COMPENSATION	0	0	0	.00	.00	.0%
01251529 531035 DRUG TESTING	0	0	0	.00	.00	.0%
01251529 531036 PROF SVC-SAFETY TRAINER	0	0	0	.00	.00	.0%
01251529 533000 COURT REPORTER SERVICES	0	0	0	.00	.00	.0%
01251529 534011 CAFETERIA PLAN BENEFITS ST	0	0	0	.00	.00	.0%
01251529 540000 TRAVEL & PER DIEM	750	0	750	.00	750.00	.0%
01251529 541000 COMMUNICATIONS/FREIGHT	2,000	0	2,000	88.58	1,911.42	4.4%
01251529 541020 POSTAGE	100	0	100	76.29	23.71	76.3%
01251529 543000 UTILITY SERVICES	0	0	0	.00	.00	.0%
01251529 544000 RENTALS/LEASES	1,872	0	1,872	.00	1,872.00	.0%
01251529 544011 RENTAL & LEASES-COPIER	5,676	0	5,676	.00	5,676.00	.0%
01251529 545000 INSURANCE	1,366	0	1,366	.00	1,366.00	.0%
01251529 546000 REPAIRS & MAINTENANCE	1,000	0	1,000	.00	1,000.00	.0%
01251529 546020 MAINTENANCE SERVICE CONTRA	17,122	0	17,122	.00	17,122.00	.0%
01251529 547000 PRINTING & BINDING	500	0	500	.00	500.00	.0%
01251529 549000 OTHER CURRENT CHGS	350	0	350	.00	350.00	.0%
01251529 549002 ADVERTISING	600	0	600	.00	600.00	.0%
01251529 549004 TEMP SERVICES	0	0	0	.00	.00	.0%
01251529 549081 BACKGROUND CHECK	135	0	135	.00	135.00	.0%
01251529 551000 OFFICE SUPPLIES	1,800	0	1,800	38.22	1,761.78	2.1%
01251529 552000 MISCELLANEOUS SUPPLIES	300	0	300	.00	300.00	.0%
01251529 552020 GAS, OIL & LUBRICANTS	600	0	600	.00	100.00	83.3%
01251529 552030 JANITORIAL SUPPLIES	0	0	0	.00	.00	.0%
01251529 552040 SMALL TOOLS	0	0	0	.00	.00	.0%
01251529 552224 MISC SUPPLIES-HAZARD MATER	0	0	0	.00	.00	.0%
01251529 552640 EQUIPMENT <\$750	500	0	500	.00	500.00	.0%
01251529 554000 DUES/SUBSCRIP/TRAINING	800	0	800	315.00	485.00	39.4%
01251529 564000 EQUIPMENT	0	0	0	.00	.00	.0%
01251529 564001 EQUIP \$5000 OR GREATER	0	0	0	.00	.00	.0%
TOTAL PUBLIC SAFETY ADMIN	102,830	0	102,830	4,834.65	97,495.35	4.7%

**VERIZON WIRELESS MESSAGING SERVICES  
ACCOUNT AGREEMENT**

This Account Agreement ("Agreement") is made and entered into as of December 1, 2003 ("Effective Date") by and between Verizon Wireless Messaging Services, LLC d/b/a Verizon Wireless, with its headquarters located at Lewisville OPS Center, 1720 Lakepointe Drive, Suite 100, Lewisville, TX 75057 ("Carrier") Nassau County Department of Emergency Services, with a billing address located at 11 N.14<sup>th</sup> Street Suite 12 Fernadina Beach, Florida 32034 ("Customer").

1. **Services to be Performed by Carrier:** Carrier and/or its affiliates shall provide services and may provide equipment to Customer subject to the terms and conditions of this Agreement and Attachment 1, if applicable, and all applicable federal, state and local laws, rules and regulations.
2. **Term:** The term of this Agreement shall begin on the Effective Date and continue for a period of two (2) years unless earlier terminated pursuant to the terms of this Agreement. Upon expiration of the initial term, this Agreement shall continue on a month to month basis until terminated by either party upon thirty (30) days written notice.
3. **Pricing:** The equipment and services provided under this Agreement shall be provided in accordance with the Pricing Schedule set forth on this Agreement and/or in Attachment 1, attached hereto and incorporated herein.
4. **Billing and Payments:** Customer will be billed on a monthly basis and Customer's bill will reflect the rates in effect under the applicable price plan at the time charges are incurred, plus any other charges that apply. Any unused call/packet counts from one month may not be transferred to another. Call/packet counts may not be aggregated as between wireless devices on the same account. Payment is due fifteen (15) days from the date of invoice. Customer waives any billing errors if Customer does not notify Carrier of such errors in writing within sixty (60) days from date of the invoice containing such error. If Customer defaults, Carrier may: (a) require Customer to return all Carrier owned equipment to Carrier, and/or (b) be entitled to a deficiency judgment. A LATE FEE PAYMENT OF THE GREATER OF UP TO ONE AND ONE-HALF PERCENT (1.5%) PER MONTH (18 PERCENT ANNUALLY) OR ONE DOLLAR AND 50 CENTS (\$1.50) PER ACCOUNT APPLIES TO BALANCES THAT REMAIN UNPAID. HOWEVER, IF THIS LATE FEE EXCEEDS THAT ALLOWED BY APPLICABLE LAW, THEN THE MAXIMUM FEE ALLOWED BY LAW SHALL APPLY. Customer shall pay all reasonable costs of collection, including payment of attorneys' fees and court costs. These remedies shall be cumulative and in addition to any other remedies Carrier has at law or in equity.
5. **Wireless Equipment.** Leased equipment remains the property of Carrier. Customer bears the risk of loss or damage to wireless equipment, whether leased or purchased, once received, and if customer has purchased the equipment the same shall be deemed accepted within fifteen (15) days of receipt or when the equipment is activated and provided with service, whichever occurs earlier. However, Customer shall have thirty days from the date the equipment is received to discover alleged defects in such equipment and to return the equipment to Carrier for a replacement of similar type. Acceptance of the equipment shall be deemed a complete discharge of carrier's obligations as it concerns the equipment. If this Agreement is terminated, Customer will return all leased wireless equipment and accessories provided under this Agreement in reasonably good condition or reimburse Carrier the amount of \$20 for every one way numeric-only device, \$45 for every alpha-numeric device, and \$100 for every two-way device not returned in reasonably good condition. Lease charges will continue to accrue until all wireless equipment is returned.
6. **Relationship of the Parties:** Both parties agree and understand that the services performed under this Agreement are performed by Carrier as an independent contractor and not as an employee of the Customer.
7. **Limitation of Liability:** Carrier shall not be liable to Customer, its employees, agents, or any third party for injuries to persons or property arising from Customer's use of the services, the wireless equipment or related equipment, or for any defect in the services or equipment. Furthermore, Carrier shall not be liable for the installation, repair or maintenance of the services or equipment by any parties who are not employees of Carrier, or subcontractors of Carrier. Carrier's performance hereunder shall be excused if affected by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage or any other event or causes beyond Carrier's reasonable control. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CARRIER BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF CUSTOMER'S USE OR ATTEMPTED USE OF EMERGENCY SERVICES, NOR SHALL CARRIER BE LIABLE FOR CUSTOMER'S INABILITY TO ACCESS EMERGENCY SERVICE.**
8. **INFORMATION REGARDING WARRANTIES:** Carrier agrees to assign to Customer any of the manufacturers' consumer warranties received by Carrier and intended for the end user with respect to the wireless equipment. CUSTOMER ACKNOWLEDGES THAT CARRIER IS NOT THE MANUFACTURER OF THE WIRELESS EQUIPMENT AND CUSTOMER AGREES THAT CARRIER HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE WIRELESS EQUIPMENT. WITH RESPECT TO CARRIER, CUSTOMER PURCHASES OR LEASES THE WIRELESS EQUIPMENT "AS IS." CARRIER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE WIRELESS EQUIPMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE WIRELESS EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED UNLESS LOSS OR DAMAGE IS DIRECTLY CAUSED BY CARRIER'S WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT DISSATISFACTION WITH THE WIRELESS EQUIPMENT WILL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. NOTWITHSTANDING THE ABOVE, CUSTOMER MAY RETURN THE EQUIPMENT PER THE TERMS OF SECTION 5 HEREIN.
9. **Intellectual Property:** Carrier shall have no liability for violation of any patent, copyright, trademark or trade secret or for violation of any license or franchise arising out of or resulting from (a) the use of the services or wireless equipment in combination with any other product or service not supplied by Carrier, or (b) modification of the services or wireless equipment by, or on behalf of Customer.
10. **Indemnity:** To the extent allowed by law, Customer agrees to indemnify, hold harmless, and defend Carrier against any claims relating to Customer's misuse of service or equipment under this Agreement. Customer agrees to reimburse Carrier for any and all costs and reasonable attorneys' fees incurred by Carrier in defending any claims relating to Customer's misuse of service or equipment.
11. **Confidential Information:** Customer shall hold in strictest confidence information provided to it by Carrier that is marked confidential or proprietary ("Confidential Information") for the term of this Agreement and for a period of two years following the expiration or termination of this Agreement.

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Customer acknowledges that Carrier would suffer irreparable damage in the event of any material breach of these provisions. Accordingly, in such event, Carrier would be entitled to obtain preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity as the result of a breach or threatened breach of this section.

12. **Termination:** A non-breaching party may terminate this Agreement if the other party commits a material breach of any term or condition of this Agreement and fails to cure such breach within a thirty (30) day period after receiving written notice of such breach. Except as provided above, if customer has less than ten (10) wireless devices in service and terminates service to any wireless devices in the first year of this agreement, then Customer shall pay \$25.00 per unit to Carrier for each such termination. If customer has ten (10) or more wireless devices in service and at any time terminates service on thirty (30) percent of the wireless devices originally in service, then customer shall pay Carrier the monthly fee for each terminated device multiplied times the number of months remaining in the term of this Agreement. Furthermore, if Carrier determines that Customer is misusing the equipment or service in any manner, then carrier may terminate and/or suspend service without notice to customer.
13. **Availability of Service:** Messaging and paging services use radio transmissions, so Carrier cannot provide service when customer's wireless equipment is not in range of one of our transmission sites, or a transmission site of another company that has agreed to carry Carrier's service, or if there is not sufficient network capacity available at the moment. Also, there are places, particularly in remote areas, with no service at all. Weather, topography, buildings, Customer's wireless equipment, and other conditions Carrier does not control may also cause dropped calls or other problems.
14. **Response Procedure:** If service is unavailable in Carrier's service area for more than twenty-four (24) continuous hours due to Carrier's fault, Carrier will give Customer a pro rata daily credit for the period Customer is without service. To receive such credit, Customer must notify Carrier in writing within thirty (30) days after the first bill is received for the period during which the interruption started.
15. **Assignment:** Carrier may assign, in whole or in part, its rights or duties under this Agreement to any assignee. Customer may not assign this Agreement without the prior written consent of Carrier, which shall not be unreasonably withheld. Subject to these restrictions, this Agreement shall apply to, inure to the benefit of, and be binding upon the successors and assignees of the respective parties.
16. **Notices:** All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by (a) registered or certified mail, postage prepaid, in any Post Office in the United States; (b) hand delivery; (c) overnight courier; or (d) facsimile transmission upon confirmation of receipt by the recipient.

If to Carrier:  
Executive Director, Sales & Operations  
Verizon Wireless Messaging Services  
1720 Lakepointe Drive, Suite 100  
Lewisville, TX 75057

If to Customer, to the billing address of record  
maintained by Carrier:

17. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be held by a court of competent jurisdiction or by a duly appointed arbitrator to be invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of its invalidity or unenforceability, and the remainder of such provision and the remaining provisions of this Agreement shall remain in full force and effect.
18. **Wireless Number And/Or Internet Address:** Carrier will assign one wireless telephone number (also referred to as an "access number", "pager number", or "wireless number"), cap code and/or Internet address, if applicable, to each unit in service. Customer agrees that it does not have any property right or ownership in the wireless number, cap code or Internet address or in the personal identification number ("PIN(s)") the Customer or Carrier may establish. Carrier may change the Customer's wireless number if Carrier determines it is necessary to comply with regulatory and/or commercial requirements, however, Carrier shall not arbitrarily change Customer's wireless number and in the event of change Carrier shall specifically advise Customer of the reason for such change.
19. **Charges.**  
19.1. **Charges:** Customer is required to pay a monthly service charge, and charges for messages, packets and/or pages over the monthly limit, and charges for activation, suspension, reconnection and termination, if applicable, as well as fees related to Carrier's regulatory and/or governmental costs.  
19.2. **Tax:** If any federal, state or local government tax, fee, duty, or surcharge (collectively referred to as a "Tax") is required by applicable law to be collected from Customer by Carrier, then (a) Carrier shall bill Customer for such Tax, (b) Customer shall timely remit such Tax to Carrier, and (c) Carrier shall, where applicable, remit such collected Tax to the appropriate taxing authority. If Carrier does not collect a Tax because Customer has provided Carrier with evidence of exemption, and if such as an exemption is later determined to be inadequate, then, as between Carrier and Customer, Customer shall be liable for such uncollected Tax and for all interest, penalties and additions to Tax which are determined to be due with respect to such uncollected Tax.
20. **Authority:** The parties hereby represent that they have full power and authority to enter into and perform this Agreement and know of no contracts, agreements, promises or undertakings that would prevent the full execution and performance of this Agreement.
21. **Reservation of Rights:** Either party's waiver of any of its remedies for a breach by the other party shall not operate to waive any other remedies available to it, nor shall such waiver operate to waive rights to any remedies for a future breach, whether of a like or different character.

22. **Dispute Resolution And Mandatory Arbitration:** INSTEAD OF SUING IN COURT, BOTH PARTIES AGREE TO SETTLE DISPUTES (EXCEPT CERTAIN SMALL CLAIMS) ONLY BY ARBITRATION. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT, AS A COURT WOULD. TO THE FULLEST EXTENT PERMITTED BY LAW WE EACH AGREE THAT:

22.1. THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR WIRELESS SERVICE WITH CARRIER OR ANY OF ITS AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY



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ONE OR MORE NEUTRAL ARBITRATORS ON AN INDIVIDUAL BASIS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB") AS DESCRIBED BELOW. (IF CUSTOMER'S LOCAL SMALL CLAIMS COURT OFFERS ARBITRATION, CUSTOMER MAY ALSO USE THAT PROCESS FOR ANY DISPUTE THAT QUALIFIES.) THIS DOES NOT CHANGE CUSTOMER'S SUBSTANTIVE RIGHTS, JUST THE POTENTIAL FORUMS FOR RESOLVING DISPUTES. IN ADDITION, CUSTOMER CAN STILL BRING ANY ISSUES CUSTOMER MAY HAVE TO THE ATTENTION OF APPROPRIATE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN STILL, IF THE LAW ALLOWS, SEEK RELIEF AGAINST CARRIER ON CUSTOMER'S BEHALF.

22.2. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. FOR CLAIMS BETWEEN \$2,500 AND \$10,000, THE AAA'S ARBITRATION RULES FOR THE RESOLUTION OF CONSUMER-RELATED DISPUTES (THE "CONSUMER RULES"), WHICH INCLUDE A SMALL CLAIMS COURT OPTION, WILL APPLY. FOR CLAIMS UNDER \$2,500, THE COMPLAINING PARTY CAN CHOOSE EITHER THE CONSUMER RULES OR THE BBB'S RULES FOR BINDING ARBITRATION. AN ARBITRATOR MAY, UNDER ANY OF THESE RULES, REQUIRE EACH PARTY TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF THREE (3) NEW ARBITRATORS.

22.3. CUSTOMER CAN OBTAIN RULES AND FEE INFORMATION FROM THE AAA ([www.adr.org](http://www.adr.org)), THE BBB ([www.bbb.org](http://www.bbb.org)) OR FROM CARRIER. IF CUSTOMER CANNOT PAY THE REQUIRED ARBITRATION FEES, IF ANY, THERE ARE FEE WAIVER PROGRAMS. EVEN IF CUSTOMER DOES NOT QUALIFY FOR A FEE WAIVER, CARRIER WILL PAY ALL BUT \$100 OF ANY COMBINED FEES CUSTOMER WOULD BE REQUIRED TO PAY FOR FILING AND A FIRST DAY OF ARBITRATION IF CUSTOMER COMPLETES CARRIER'S MEDIATION PROGRAM. MEDIATION IS A PROCESS FOR MUTUALLY RESOLVING DISPUTES. A MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOES NOT DECIDE THEIR ISSUES. IN CARRIER'S MEDIATION PROGRAM, CARRIER WILL ASSIGN SOMEONE (WHO MAY BE FROM CARRIER'S COMPANY) NOT DIRECTLY INVOLVED IN THE DISPUTE TO MEDIATE. THAT PERSON WILL HAVE ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR. NOTHING SAID IN THE MEDIATION CAN BE USED IN A LATER ARBITRATION OR LAWSUIT. COMPLETING THE MEDIATION PROGRAM MEANS PARTICIPATING IN GOOD FAITH IN AT LEAST ONE TELEPHONIC MEDIATION SESSION. CUSTOMER CAN CONTACT CARRIER AT [www.verizonwireless.com](http://www.verizonwireless.com) OR THROUGH CUSTOMER SERVICE TO FIND OUT MORE.

22.4. ONLY AN ARBITRATOR CAN DECIDE WHETHER AN ISSUE IS ARBITRABLE. AN ARBITRATOR CAN ALLOCATE THE FEES AND COSTS OF ARBITRATION IN AN AWARD. IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO. ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

22.5. IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, EACH PARTY WAIVES ANY TRIAL BY JURY.

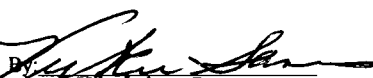
23. **Entire Agreement:** This Agreement, together with the Attachment 1, if applicable, contains the full and complete understanding between the parties, supersedes all prior agreements and understandings, whether written or oral pertaining to the services and cannot be modified except by a written instrument signed by both parties.

24. **Governing Law:** This Agreement shall be governed by the laws of the State of New York regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Disputes requiring arbitration shall be resolved in New York City or Dallas, TX for customers with ten (10) or more wireless devices in service and in the largest U.S. city within 200 miles of customer's billing address for those customers with less than ten (10) devices in service.

25. **Execution of Agreement:** This Agreement may be executed in several counterparts, a copy of which shall be considered an original for all purposes whatsoever.

26. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


CUSTOMER:

By:   
Name: Vickie Samus  
Its Authorized Representative  
Its: Chairman

Dated: November 12, 2003


CARRIER:

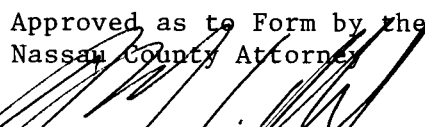
VERIZON WIRELESS MESSAGING SERVICES,  
LLC d/b/a VERIZON WIRELESS\*

By:   
Name: Dolores Skarjune  
Its Authorized Representative  
Its: Executive Director-Sales

Dated: 12/9/03

ATTEST:

  
J.M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Approved as to Form by the  
Nassau County Attorney  
  
Michael S. Mullin

# STATE CONTRACT 725-000-03-1

## PAGING PRICING

ALL SERVICE INCLUDES STATEWIDE COVERAGE. ALL RATES ARE MONTHLY

PRODUCT	RATE
NUMERIC PAGING SERVICE	\$2.25
ALPHANUMERIC PAGING	\$5.95
1.5 WAY PAGING SERVICE	\$19.95
2 WAY PAGING SERVICE (T900)	\$19.95
<b>ENHANCED SERVICES</b>	
BROADCAST ALERT MESSAGING (weather and news)	
\$0.00	
VOICE MAIL	\$2.00
ALPHANUMERIC PAGING OPERATOR SERVICES	\$9.95
INDIVIDUAL TOLL FREE NUMBERS	\$6.00

ALL UNIT PRICING INCLUDES MONTHLY LEASE OF UNIT

PURCHASE OF PAGER NOT REQUIRED

Lost and or replacement numeric and alpha numeric pagers provided at no additional cost to user