



Smiths Detection Service Operations, 30 Technology Drive, Warren, NJ 07059
Tel: 908-222-9100 • Fax: 908-444-1602

SERVICE AGREEMENT

BETWEEN (Buyer): **Judicial Annex**
76347 Veterans Way
Yulee, FL 32097

Contact: **Lesia Pawlyszyn**
Tel #: **908-222-9100 ext 3108**
Fax #: **908-444-1602**
E-mail: **Lesia.Pawlyszyn@smithsDetection.com**

AND (Seller): **Smiths Detection Service Operations**
(hereinafter Smiths)
30 Technology Drive
Warren, NJ 07059

For the period of **6/13/05** through **6/12/06**, Smiths will provide parts and/or service as described herein. All applicable service for the equipment specified below shall be provided during Smiths normal working hours as requested by the Buyer, unless Agreement provisions stipulate otherwise.

The Agreement Type is: **Gold Series**

The Price and Duration of this Agreement is: \$4,500 1 Year 3 Year
 2 Year 4 Year

Agreement includes:

- Full Coverage, Extended Hours; all Labor, Travel, Expenses & Parts **(Platinum)**
- Full Coverage, Normal Hours; all Labor, Travel, Expenses & Parts **(Gold)**
- Partial Coverage, Normal Hours; all Labor, Travel, Expenses (Parts excluded) **(Silver)**
- Depot Repair; all Labor & Parts **(Bronze)**
- Other (specify) _____

Agreement covers the following equipment:

Description	Serial Number
6030di	63359

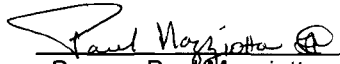
Agreement does not include service required for: moving unit; damage caused by external sources; negligence or abuse; special modifications; damage to equipment which have been dropped, bumped, abused or for any damage caused by other than ordinary use.

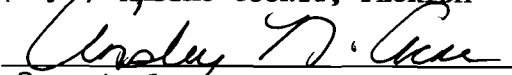
Smiths shall not be liable for special or consequential damages of any nature arising out of or with respect to any items or services sold, delivered, rendered, or any failure to meet delivery schedules.

Applicable sales tax is not included in this quote and will be added to your invoice. If you are tax-exempt, please provide an exemption form and sales tax will be omitted.

Smiths Detection Service Operations

BOARD OF COUNTY COMMISSIONERS
(Buyer) NASSAU COUNTY, FLORIDA


By: Paul Mazziotta
Title: Director of Operations
Date: June 3, 2005


By: Ansley N. Acree
Title: Chairman
Date: 6-8-05

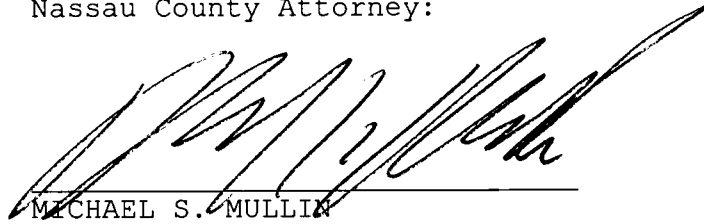
This Agreement shall become effective when signed by authorized officials of both parties - Price valid for 30 Days

ATTEST:



JOHN A. CRAWFORD
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

MISCELLANEOUS (Continued):

- Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

- **DISPUTES:**

Any dispute arising under this Agreement shall be addressed by the representatives of the County and Smiths as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Building Maintenance Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Building Maintenance Director or their designee and a representative of Smiths. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Building Maintenance Director or his/her designee, and the County Attorney and the County Administrator and the Building Maintenance Director or their designee(s) shall meet with Smiths' representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by Smiths. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by Smiths. Smiths shall not stop work during the pendency of mediation or dispute resolution. No

litigation shall be initiated unless and until the procedures set forth herein are followed.