



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 **June 13, 2006** through **June 12, 2007**, 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.*

**Smiths Detection Service Operations**

**BOARD OF COUNTY COMMISSIONERS**  
**(Buyer) NASSAU COUNTY, FLORIDA**

Paul Mazzlotta  
By: Paul Mazzlotta  
Title: Director of Operations  
Date: 5/11/06

Thomas D. Branán, Jr.  
By: Thomas D. Branán, Jr.  
Title: Chairman  
Date: May 22, 2006

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

# smiths

## AGREEMENT TYPES:

### **PLATINUM SERIES**

- ✓ *On-Site Service Coverage – Extended Hours, evenings and weekends*
- ✓ *Includes all Labor*
- ✓ *Includes all Travel Expenses.*
- ✓ *Includes all replacement parts required.*
- ✓ *Unlimited Access to our 24 hour by 7 day Technical Support Help Desk,*
- ✓ *One Annual Radiation Survey.*
- ✓ *One Annual Preventive Maintenance check, Complete operational and calibration procedure performed.*
- ✓ *Preferred Customer Status – 20% Discount on User/Applications Training and Professional Services.*

### **GOLD SERIES**

- ✓ *On-Site Service Coverage – 8:30 a.m. – 5:00 p.m., Monday – Friday excluding holidays.*
- ✓ *Includes all Labor.*
- ✓ *Includes all Travel Expenses.*
- ✓ *Includes all replacement parts required.*
- ✓ *Unlimited Access to our 24 hour by 7 day Technical Support Help Desk,*
- ✓ *One Annual Radiation Survey.*
- ✓ *One Annual Preventive Maintenance check, Complete operational and calibration procedure performed.*
- ✓ *Valued Customer Status – 15% Discount on User/Applications Training and Professional Services.*

### **SILVER SERIES**

- ✓ *On-Site Service Coverage – 8:30 a.m. – 5:00 p.m., Monday – Friday excluding holidays.*
- ✓ *Includes all Labor.*
- ✓ *Includes all Travel Expenses.*
- ✓ *Unlimited Access to our 24 hour by 7 day Technical Support Help Desk,*
- ✓ *Valued Customer Status – 10% Discount on User/Applications Training and Professional Services.*

### **BRONZE SERIES**

- ✓ *Repairs at Service Depot*
- ✓ *Includes all Labor required*
- ✓ *Includes all replacement parts required.*
- ✓ *Unlimited Access to our 24 hour by 7 day Technical Support Help Desk,*
- ✓ *Valued Customer Status – 10% Discount on User/Applications Training and Professional Services*



## PAYMENT OPTIONS:

- Payment can be made, in advance, on a monthly or quarterly schedule. **Advance payment will be awarded a 2% early payment discount.** Applicable state and local taxes are not included in the price specified on this Agreement and will be added to all invoices. *Please make all checks payable to: Smiths Detection.*

## MISCELLANEOUS:

- All service shall be performed between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, exclusive of Smiths' published holidays, unless work outside these hours is approved in advance by Smiths or where the customer will be responsible for payment at the then-current Smiths billable rates.
- Unless otherwise noted, the prices specified are for equipment coverage for 12 months.
- If the equipment is not currently covered by a Smiths Service Agreement, equipment must be inspected by an authorized Service representative and must be deemed in good working condition. We will only offer coverage to units which are in good working order.
- Replacement parts may be new or refurbished and carry a ninety (90) day warranty or the remainder of the coverage of the Service Agreement, whichever is longer.
- SMITHS reserves the right to refuse coverage of any unit for any reason.
- Service Agreements which have been priced at a Multi-System or Multi-Year discount shall revert to the full, non-discounted price should an interruption of the Agreement occur.

(Miscellaneous continued on next page)

**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.

ATTEST:



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John A. Crawford  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



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Michael S. Mullin

# smiths

Smiths Detection  
30 Technology Drive  
Warren, NJ 07059

*Lesia Pawlyszyn*

FAX: 908-444-1602

Phone: 908-222-9100 Ext. 3108

[www.smithsdetection.com](http://www.smithsdetection.com)

April 13, 2006

Joyce Bradley  
Judicial Annex  
76347 Veterans Way  
Yulee, FL 32097

RE: SERVICE AGREEMENT

Dear Ms. Bradley:

Our records indicate that your warranty coverage or existing Service Agreement is about to expire **June 12, 2006** on your Smiths\* X-Ray Inspection Equipment. We encourage you to renew coverage to avoid additional future charges associated with maintenance or emergency repair.

Service Agreements provide a cost effective solution to assure trouble-free operation of your Smiths Detection products. Service Agreements also allow you to budget one fixed expense through the Agreement period. Unplanned maintenance expenses are minimized or eliminated, dependent upon the type of coverage selected.

If unit is not currently covered under Service Agreement your system must be pre-inspected/evaluated by one of our certified technicians. All labor, travel and parts expenses are to be borne by the customer.

Our Service Agreement offerings include the following:

<b>Platinum</b>	Full Coverage, Extended Hours; all Labor, Travel, Expenses & Parts required during the period of coverage
<b>Gold</b>	Full Coverage, Normal Hours; all Labor, Travel, Expenses & Parts required during the period of coverage
<b>Silver</b>	Partial Coverage, Normal Hours; all Labor, Travel & Expenses required during the period of coverage (Parts excluded)
<b>Bronze</b>	Depot Repair; all Labor & Parts required during the period of coverage ( <i>this Agreement is applicable only to those products suitable for easy transport</i> )

A more detailed description of these Service Agreements is included in this package.

*\*Smiths Detection is a company formed through the acquisitions of Barringer Instruments and Heimann Systems.*

# smiths

According to our records, the following equipment is in need of extended coverage. For your convenience, I have included a pricing matrix which summarizes your cost for the Agreement type and duration desired.

MODEL NUMBER  
6030di

SERIAL NUMBER  
63359

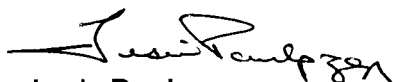
LOCATION OF UNIT  
Nassau County Historic Courthouse  
416 Centre Street,  
Fernandina Beach, FL 32034

<b>SERVICE AGREEMENT PRICES</b>					
<b>Agreement Type</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>
<b><i>Platinum</i></b>	<b>\$5,500</b>	<b>\$10,780</b>	<b>\$15,840</b>	<b>\$20,900</b>	<b>\$25,850</b>
<b><i>Gold</i></b>	<b>\$4,500</b>	<b>\$8,820</b>	<b>\$12,960</b>	<b>\$17,100</b>	<b>\$21,150</b>
<b><i>Silver</i></b>	<b>\$4,100</b>	<b>\$8,036</b>	<b>\$11,808</b>	<b>\$15,580</b>	<b>\$19,270</b>

If you wish to initiate coverage immediately, please complete the "fax-back" form, which follows, circle the coverage desired, sign where indicated and return to my attention. I will send to you a formal Service Agreement, which must be executed and returned to us together with payment for the term desired.

I will contact you shortly to explore the coverage most suitable for your organization. Should you need additional clarification on the enclosed or if I could provide you with any other information, please feel free to contact me at 908-222-9100, Ext. 3108.

Thank you and best regards,



Lesia Pawlyszyn  
Service Agreement Specialist

## SMITHS DETECTION SERVICE AGREEMENTS

Smiths Detection Service Agreements are offered to our customers as a means of ensuring optimal performance for the life of the product after the warranty period.

Smiths offers Platinum, Gold, Silver, and Bronze series agreements allowing the customer the flexibility to satisfy their respective needs. Individually customized offerings are also offered and quotations may be received upon request.

We know how important it is for your system to be maintained in peak operating condition at all times. We are committed to supplying the assortment of Services that will insure your investment is protected.

Our Service representatives are of the highest technical caliber and are fully trained on the products your agreement covers. Our 24 hours by 7 days Technical Support Help Desk is always there for Smiths Service agreement holders. This is the one place for you to call to get your technical questions answered promptly, accurately, and professionally.

### PLATINUM SERIES

- ✓ *On-Site Service Coverage – Extended Hours, evenings and weekends*
- ✓ *Includes all Labor*
- ✓ *Includes all Travel Expenses.*
- ✓ *Includes all replacement parts required.*
- ✓ *Unlimited Access to our 24 hour by 7 day Technical Support Help Desk,*
- ✓ *One Annual Radiation Survey.*
- ✓ *One Annual Preventive Maintenance check, Complete operational and calibration procedure performed.*
- ✓ *Preferred Customer Status – 20% Discount on User/Applications Training and Professional Services.*

### GOLD SERIES

- ✓ *On-Site Service Coverage – 8:30 a.m. – 5:00 p.m., Monday – Friday excluding holidays.*
- ✓ *Includes all Labor.*
- ✓ *Includes all Travel Expenses.*
- ✓ *Includes all replacement parts required.*
- ✓ *Unlimited Access to our 24 hour by 7 day Technical Support Help Desk,*
- ✓ *One Annual Radiation Survey.*
- ✓ *One Annual Preventive Maintenance check, Complete operational and calibration procedure performed.*
- ✓ *Valued Customer Status – 15% Discount on User/Applications Training and Professional Services.*

### SILVER SERIES

- ✓ *On-Site Service Coverage – 8:30 a.m. – 5:00 p.m., Monday – Friday excluding holidays.*
- ✓ *Includes all Labor.*
- ✓ *Includes all Travel Expenses.*
- ✓ *Unlimited Access to our 24 hour by 7 day Technical Support Help Desk,*
- ✓ *Valued Customer Status – 10% Discount on User/Applications Training and Professional Services.*

### BRONZE SERIES (Not Applicable for X-Ray Equipment)

- ✓ *Repairs at Service Depot*
- ✓ *Includes all Labor required*
- ✓ *Includes all replacement parts required.*
- ✓ *Unlimited Access to our 24 hour by 7 day Technical Support Help Desk,*
- ✓ *Valued Customer Status – 10% Discount on User/Applications Training and Professional Services.*

You will always receive maximum value with a Smiths Detection Service Agreement. For Service Agreement quotations or any questions you may have please contact:

Lesia Pawlyszyn 908-222-9100, Extension 3108

If your system warranty has expired for a period of more than three months, a chargeable remedial service visit may be required before a Smiths Service Agreement can be offered.

### SERVICE AGREEMENT DISCOUNTS

If you place multiple Smiths Detection products under a Service Agreement, or commit to a multiple year agreement, you may qualify for certain discounts.

#### Multiple System Discounts:

2-5 Systems = 4%

6-10 Systems = 5%

10 or more Systems = 8%

Multiple year agreements assure a fixed price for the term of the agreement.

#### Multiple Year Commitment Discounts:

2 years = 2%

3 years = 4%

4 years = 5%

5 years = 6%

Quote Valid for 30 Days

**smiths**



## Fax-Back Form

<b>Fax #:</b>	908-444-1602	<b># of Pages:</b>	1
<b>To:</b>	Lesia Pawlyszyn	<b>From:</b>	
<b>Company:</b>	Smiths Detection	<b>Company:</b>	
<b>Date:</b>			
<b>Subject:</b>	Service Agreement		



Dear Lesia,

We are interested in purchasing a Service Agreement with you. My contact information is as follows:

**Contact Name:** \_\_\_\_\_ **Tel:** (    ) \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address 1:** \_\_\_\_\_

**Address 2:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

The type and duration we desire is circled in the table below:

MODEL NUMBER  
6030di

SERIAL NUMBER  
63359

LOCATION OF UNIT  
Nassau County Historic Courthouse  
416 Centre Street,  
Fernandina Beach, FL 32034

<i>SERVICE AGREEMENT PRICES</i>					
Agreement Type	1 Year	2 Years	3 Years	4 Years	5 Years
<i>Platinum</i>	\$5,500	\$10,780	\$15,840	\$20,900	\$25,850
<i>Gold</i>	\$4,500	\$8,820	\$12,960	\$17,100	\$21,150
<i>Silver</i>	\$4,100	\$8,036	\$11,808	\$15,580	\$19,270

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

Please send us a formal Service Agreement so we may commence our coverage.

04/04/2006  
16:25 SPB

BOARD OF COMMISSIONERS  
YEAR TO DATE BUDGET REPORT  
EXPENDITURES

PG 44  
glytdbud

FOR 2006 99

001	GENERAL FUND	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
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001	GENERAL FUND							
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01192712	MAINTENANCE-HIST COURTHOUSE							
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01192712	534000 CONTRACT SERVICE	5,012	0	5,012	4,061.60	.00	950.40	81.0%
01192712	541000 COMMUNICATIONS AND FREIGHT	505	410	915	526.59	.00	388.41	57.6%
01192712	543000 UTILITY SERVICES	25,000	0	25,000	5,674.66	.00	19,325.34	22.7%
01192712	544030 RENTAL/LEASES-CULLIGAN	150	0	150	24.00	.00	126.00	16.0%
01192712	545000 INSURANCE	48,483	0	48,483	1,312.00	.00	47,171.00	2.7%
01192712	546000 REPAIRS & MAINTENANCE	21,500	-410	21,090	4,093.04	.00	16,996.96	19.4%
01192712	546020 MAINTENANCE SERVICE CONTRA	4,500	0	4,500	2,250.00	.00	2,250.00	50.0%
01192712	546106 CPGIA MOLD REMEDIATION	0	47,000	47,000	38,615.93	.00	8,384.07	82.2%
01192712	552000 MISCELLANEOUS SUPPLIES	500	0	500	39.00	.00	461.00	7.8%
01192712	552030 JANITORIAL SUPPLIES	2,500	0	2,500	873.21	1,305.26	321.53	87.1%
01192712	552640 EQUIPMENT <\$750	800	0	800	.00	.00	800.00	.0%
01192712	563250 CPGIA HIST CTHEE PROJ IMPR	150,000	-47,000	103,000	.00	.00	103,000.00	.0%
TOTAL MAINTENANCE-HIST COURTHOUSE		258,950	0	258,950	57,470.03	1,305.26	200,174.71	22.7%

## Historical Courthouse X-Ray Machine

To All Interested Parties

21 April 2006

The existing Maintenance Service Agreement on the Smiths Heimann X-Ray Machine that is in use, and located at the Historical Courthouse will be expiring **June 12, 2006**. Last year the Gold service package plan was purchased and I strongly recommend that the service agreement be renewed for another year at the cost of \$4,500.00.



Lt. Bobby Rowe