

TIM LANE
Scott County Sheriff

Item #9
7/9/19

SHAWN ROTH
Chief Deputy Sheriff



BRYCE SCHMIDT
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

Date: July 9, 2019

Memo To: Board of Supervisors

From: Sheriff Lane

REF: RACOM Wireless Communications Service Support Contract for Fiscal Year 2020

Enclosed is the RACOM service support contract for fiscal year 2020 for \$19,989.00. This contract covers the suitcase linker, stations and BDA's, squad equipment coverage for build and removals, as well as 51 jail portable radios and control stations. The Sheriff's Office does not participate in the battery service and replacement option. Batteries are purchased through the Sheriff's Office operating budget.

This contract is paid from the Sheriff's Office budget under line item 800 MHz Maintenance Costs.

I can be available to answer any questions the Board of Supervisors may have concerning this maintenance and support agreement.

SCOTT COUNTY SHERIFF'S OFFICE

SERVICE & SUPPORT AGREEMENT

THIS SERVICE MAINTENANCE AGREEMENT (hereinafter "Agreement") is entered into this 18th day of June, 2019 by and between **RACOM Corporation**, located at 201 W. State Street, Marshalltown, Iowa 50158, USA, ("Seller"), and Scott County Sheriff's Office located at 400 West 4th Street, Davenport, Iowa 52801 (hereinafter "Customer").

1. SCOPE OF AGREEMENT

During the term of this Agreement (hereinafter "Term"), Seller agrees to provide Customer with repair and maintenance services and parts, as set forth in Section 2 of this Agreement, to maintain the Customer's radio system equipment provided by Seller to Customer and listed in Addendum II to this Agreement.

2. CONDITIONS OF SERVICE

Seller shall supply all supervision, labor, service facilities, repair parts, test equipment, and supplies necessary to meet the service requirements stated in this Agreement.

2.1 Service Facilities

Seller shall have a full-service maintenance facility available and staffed with factory trained service technicians. The location and staffing level shall be sufficient to meet the service requirements stated in this Agreement.

2.2 Right to Subcontract

Seller may subcontract service work to authorized service centers that meet the minimum requirements of a service center set forth in the Seller Authorized Service Center Agreement. Should any subcontractor fail to perform properly, or their work otherwise proves unsatisfactory, Seller will arrange for continuing maintenance of the equipment by qualified technicians for the duration of this Agreement.

2.3 Fixed Equipment Maintenance

Fixed equipment is defined as those site repeater stations and associated equipment, multi-site coordinator, console electronics equipment, radio control stations and other fixed equipment, all as listed in Addendum II, Equipment List, attached hereto and incorporated herein by reference. All work on fixed equipment shall be performed at the location of the equipment whenever possible.

Emergency service shall be provided twenty-four hours per day, seven days per week. Technical personnel must respond to the emergency service request and begin troubleshooting efforts within two (2) hours of the request and be at the location of the failed equipment within four (4) hours of the request if the problem cannot be corrected remotely. This service is included in the monthly maintenance rate. No fixed equipment shall be out of service in excess of 24 hours after notification of equipment failure when the failure results in the inability of mobile units to communicate with each other or with a dispatch center.

2.4 Mobile Equipment Maintenance

Mobile equipment is defined as those vehicular mounted radios, personal portable radios, vehicular repeaters, portable radio chargers and other mobile equipment, all as listed in Addendum II, Equipment List.

Mobile equipment shall be serviced at the customer building where the vehicle is normally assigned, at the vehicle's work location, or at a Seller's authorized service facility during normal working hours as mutually agreed upon by Seller and the Customer. All mobile service requests must be responded to within two working days from the receipt of the repair request. If the mobile radio cannot be repaired within two hours from the beginning of a service action, the radio unit shall be replaced, if requested, with a customer-provided spare unit.

Emergency service on mobile equipment, if requested, will be performed at the rate for demand service set forth in Addendum I, Maintenance Rates, attached hereto and incorporated herein by reference.

2.5 Spare Parts and Radios

- a. Seller will maintain an adequate stock of spare parts, system-critical modules and mobile and portable radios as a back-up to Customer's spares inventory. The initial purchase of Customer's spares inventory will be at Customer expense.
- b. Seller will support provisioning of its equipment for a period of five (5) years after final production of mobile and portable radios and seven (7) years after final production of fixed equipment. Third party equipment will be supported in accordance with the individual manufacturer's provisioning policy. Seller will utilize commercially reasonable efforts to assure third party spare parts and equipment availability to support its maintenance obligations under this Agreement. Seller shall not be liable to Customer for third party spare part and equipment obsolescence or unavailability under this Agreement, beyond commercially reasonable efforts.

2.6 Working Hours

Working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays. Work performed outside of working hours is defined as emergency service and will be performed at demand service rates.

2.7 Demand Services

“Demand Services” shall mean service requests that are not included in this Maintenance Agreement as described in Section 2.8, Maintenance Responsibilities, of this Agreement. The installation, removal, or reinstallation of equipment not associated with repair / maintenance efforts as defined in this Agreement shall be considered Demand Service and be performed by Seller, following reasonable notice, and at the rates listed in Addendum I to this Agreement. Service work made necessary because of abuse or neglect not under the control of Seller will be performed at the hourly rate for demand service, plus the purchase of parts. Special work, not otherwise covered, will be performed at Seller prevailing rates.

2.8 Maintenance Responsibilities

Seller agrees to provide the following services and perform the tasks described as part of this Maintenance Agreement in accordance with the limitations and definitions of Sections 2.7 and 6.4 of this Agreement.

- a. Seller shall check, on a daily basis, the radio system's alarm status and report any alarm conditions to the customer. Investigation and troubleshooting of alarms shall begin in order of severity and impact to the overall system's ability to maintain effective communications. Seller will inspect/test the communication equipment and make such repairs, adjustments and replacements of components as may be necessary to maintain and/or restore the system to normal operating conditions.
- b. Seller shall repair, maintain and service all equipment listed in Addendum II, Equipment List, attached hereto.
- c. Seller shall perform preventative maintenance inspections and tests as recommended by the OEM and required by applicable FCC regulations; as a minimum, these inspections and tests will be performed annually for equipment listed in Addendum II.

2.9 Service Records

The following service records shall be maintained and made available to the Customer upon request:

Monthly mobile service activity, by vehicle number, including model number, serial number, work performed, and time required to restore service.

Monthly emergency service activity including failure type, corrective action taken,

and time required to restore service.

The results of preventive maintenance tests and inspections shall be provided, upon request by the Customer within 30 days of completion.

Service records for work performed as described in Section 2.9 shall be retained for the duration of this Agreement and any subsequent renewal periods.

2.10 Software Upgrades

Seller will provide labor to install and test software upgrades, whether for corrective or enhancement purposes, provided that Customer subscribes to a Seller software services agreement that provides the upgraded software.

2.11 Database Reprogramming

Mobile radio or system database corrections will be provided by Seller at no cost to Customer, during the term of this agreement, if the correction is necessary because of an error or omission on Seller's part. Database changes made at Customer's request will be performed at the hourly rates listed in Addendum I to this Agreement.

2.12 General

All services provided under this Agreement are only applicable to the land mobile radio products and systems sold and provided by Seller to Customer and listed in Addendum II to this Agreement. Prior to contract signing, Seller reserves the right to request a complete serial number listing of all equipment to be covered under this agreement.

2.13 Special Conditions

Any and all special service conditions are listed in Addendum III to this Agreement, the provisions of which are incorporated herein by reference.

2.14 Maintenance Contract Pricing and RACOM Core usage beyond 10 years quoted in Seller's Proposal.

RACOM will provide pricing not to exceed CPI-based increases for all future years, and a guarantee of system support for 5 years. CPI-based increase applied to this year's Annual Maintenance pricing as shown in Addendum II.

3. CUSTOMER FINANCIAL OBLIGATIONS

- 3.1 Customer shall pay the annual maintenance fee as set forth in Addendum II to this Agreement in advance, on or before the effective date of this Agreement as set forth in Section 5.1. Fees for demand services, as set forth in Addendum I to this Agreement, are payable within thirty (30) days of receipt of Seller's invoice.
- 3.2 Seller may at any time hereafter revise the rates set forth in Addendum I by giving Customer written notice thereof not later than ninety (90) day prior to the expiration of a yearly period, provided that the revised rates are mutually agreed upon in writing and said revised rates shall be effective for the next yearly period, unless either party exercises its option to terminate the Agreement.
- 3.3 Any other payments under this Agreement are due within thirty (30) days of receipt of Seller's invoice.
- 3.4 All late payments under this Agreement shall bear interest at a rate of one and one-half percent (1.5%) per month.

4. WARRANTY

- 4.1 Seller warrants that all services performed under this Agreement will be done in an efficient and workmanlike manner. Under no circumstances will Seller's liability to Customer exceed the amounts paid by Customer under this Agreement for the applicable service that causes the Customer's claim. IN NO EVENT SHALL SELLER BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CLIENTS, IF ANY, FOR SUCH DAMAGES.
- 4.2 THE WARRANTY SET FORTH IN SECTION 4.1 ABOVE IS SELLER'S SOLE WARRANTY UNDER THIS AGREEMENT AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.3 **Patents, Trademarks, Information**
 - a. Nothing in this Agreement shall be construed as;
 - (i) A warranty or representation by Seller that any advice provided under this Agreement is or will be free from infringement of patents of third parties; or

- (ii) Conferring a right to Customer to use in advertising, publicity or otherwise any trademark or trade name of Seller; or
 - (iii) Granting to Customer by implication, estoppel, or otherwise any licenses or rights under patents of Seller.
- b. SELLER MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE ADEQUACY, ACCURACY OR UTILITY OF ANY INFORMATION OBTAINED BY CUSTOMER UNDER THIS AGREEMENT. Seller assumes no responsibilities whatsoever with respect to the use by Customer or any third party of any information obtained by Customer or third party under this Agreement with respect to any use, sale or other disposition by Customer or its clients or other transferees of any products incorporating or made by use of the information obtained under this Agreement.

4.4 General

- a. Radio systems are subject to degradation of service from natural phenomena such as so-called "skip" interference and other causes beyond the reasonable control of Seller such as motor ignition and other electrical noise as well as interference from other users assigned by the FCC to the same or adjacent frequencies. Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such foregoing interference and noise can be minimized by the addition of corrective devices (at Customer's expense) adapted for particular locations and installations. Seller will investigate interference complaints (at the rates specified in Addendum I to this Agreement) and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed.
- b. Seller does not assume responsibility for signal strength unless the deficiency is the result of substandard equipment maintenance.
- c. If, due to the action of regulatory authorities, changes to the equipment become necessary, such changes will be performed by Seller upon request at the expense of Customer.

5. TERM AND TERMINATION

- 5.1 The services under this Agreement will be provided by Seller to Customer for

an initial 1 year period and thereafter on an annual basis as provided herein with rates to be modified as set forth in Section 3.2.

The effective date of this Agreement is July 1st. 2019.

- 5.2 The services shall be automatically extended at the end of the initial year for an additional year and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least sixty (60) days prior to the end of the yearly period then in effect that the services shall not be extended.
- 5.3 In the event that Customer fails to make any overdue payments due to Seller under this Agreement within fifteen (15) days after receipt of written notice from Seller, Seller may at its option immediately thereafter terminate this Agreement.
- 5.4 In the event of any other default under this Agreement, either Customer or Seller shall give the other party written notice describing the default and a thirty (30) day period to correct the default. This Agreement may then be immediately canceled if the default is not corrected prior to the end of the thirty (30) day period.

6. LIMITATION OF LIABILITY

- 6.1 The total liability of seller, including its subcontractors or suppliers, on any and all claims, whether in contract, warranty, tort (including negligence or patent infringement) or otherwise, arising out of, connected with, or resulting from the performance or non-performance of any agreement resulting here from or from the manufacture, sale, delivery, resale, repair, replacement or use of any equipment or the furnishing of any service, shall not exceed the price allocable to the equipment or service which gives rise to the claim. Except as to title any such liability shall terminate upon the expiration of the applicable warranty period specified in the article entitled "warranty".
- 6.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYERS CUSTOMERS FOR SUCH DAMAGES. IF BUYER TRANSFERS TITLE TO, OR LEASES THE EQUIPMENT SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, BUYER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING SELLER AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

6.3 Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Contract, or from the manufacture, sale, delivery, installation, technical direction or installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within one (1) year after the cause of action occurred or it shall be deemed waived or barred.

6.4 Seller shall not be liable for costs incurred for repair and/or replacement of equipment that fails or becomes inoperative due to negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals and/or acts of God, acts of terrorism or work performed by third parties not authorized by RACOM to perform work on specified equipment.

Seller shall not be liable for costs incurred for correcting, replacing or repairing equipment damaged and/or data corruption induced and/or caused by 3rd party personnel or other equipment / systems not provided by RACOM.

6.5 The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract and any other agreement.

6.6 The provisions if this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Contract.

7. GENERAL PROVISIONS

7.1 All notices under this Agreement shall be in writing and shall be deemed to have been duly given upon being delivered personally or upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or any subsequent representative for which notice was provided pursuant to this section.

Seller:

Sam Fleege
RACOM
Corporation
201 W. State Street
Marshalltown, Iowa 50158

Customer:

Sheriff Timothy Lane

7.2 This Agreement shall be interpreted and the legal relations between the parties determined in accordance with the laws of the State of Iowa. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity

of enforceability of any other provisions thereof.

- 7.3 Seller shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, acts of terrorism, fires, severe weather, floods, strikes, blackouts, – embargoes or work performed on specified equipment by third parties not authorized by RACOM to perform such work. In the event such delays or failures interrupt Seller's services to Customer, Seller shall promptly notify Customer of the circumstances and the anticipated delay.
- 7.4 This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and this Agreement supersedes and replaces all prior Agreements and understandings, either oral or written, regarding the subject hereof.
- 7.5 This Agreement cannot be amended, modified or any provisions waived orally. All amendments and modifications must be in writing and signed by both parties. All waivers must be provided in writing by the party waiving their rights under this Agreement.
- 7.6 This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Seller may: (i) assign all of its rights, obligations and liabilities under this Agreement to any subsidiary; or (ii) assign its rights to monies due or payable under this Agreement; Seller shall provide Customer with written notice of any such assignment. Seller's assignment of monies due or payable under the Agreement will not relieve Seller of any obligations or responsibilities to Customer hereunder.

IN WITNESS WHEREOF, intending to be legally bound, Seller and Customer have executed this Agreement as of the dates set forth below.

RACOM Corporation

CUSTOMER

By: *Sam E. Fleege*

By: _____

Name: Sam Fleege _____

Name: _____

Title: Senior Manager Tech Support_

Title: _____

Date: 6-18-2019

Date: _____

ADDENDUM I

SERVICE MAINTENANCE RATES

A. RATES

Annual charges for maintenance: As outlined on the following page

B. DEMAND SERVICE RATES

Hourly Rate (normal business hours): \$105/hr. technician, \$125/hr. engineering

Hourly Rate (overtime and holidays): 1.5 x standard rate

Mobile/Portable Radio Reprogramming: \$ 50 per radio per unit

C. DATABASE CORRECTION RATES

The following rates apply only when outside the scope of a full and comprehensive maintenance services agreement

Hourly Rate: \$105/hr. technician

ADDENDUM II

EQUIPMENT LIST

A. EQUIPMENT

<u>Qty</u>	<u>Model/ Part</u>	<u>Serial #</u>	<u>Description</u>	<u>Made by</u>
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Control Stations, Linkers, BDA Eq., Radios

1	CSI-AY/746-896/11	17B402428375	CSI PUBLIC SAFETY BDA	CSI
1	CSI-BDA51062-S81		BI DIRECTIONAL AMP	AXELL
1	RIU-BDAC-IDEN	5D28AC3	FIBER CONTROLLER	CORNING
1	WMB-B8U	5C31348	8 PORT FIBER HUB	CORNING
1	WMB-B8U	5C340D8	8 PORT FIBER HUB	CORNING
1	1000D-IDEN-SMR4	0732333	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	07313EC	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	0A5319C	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	0732262	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	#5D44999	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	#5D44A06	RHU REMOTE HUB	CORNING
1	1000D-IDEN-SMR4	#5D449DA	RHU REMOTE HUB	CORNING

Full Service Squads

51	All Other Equipment	SQUADS	Full Squad Labor Coverage	RACOM
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Jail Portable Radios

1	DM-M78B	A40153005335	XG-25M	HARRIS
1	DM-M78B	A40153005386	XG-25M	HARRIS
1	DPXG-PB78B	A40138003642	XG-25P	HARRIS
1	DPXG-PB78B	A40138006991	XG-25P	HARRIS
1	DPXG-PB78B	A40138006992	XG-25P	HARRIS
1	DPXG-PB78B	A40138006993	XG-25P	HARRIS
1	DPXG-PB78B	A40138006994	XG-25P	HARRIS
1	DPXG-PB78B	A40138006995	XG-25P	HARRIS
1	DPXG-PB78B	A40138006996	XG-25P	HARRIS
1	DPXG-PB78B	A40138006997	XG-25P	HARRIS
1	DPXG-PB78B	A40138006998	XG-25P	HARRIS
1	DPXG-PB78B	A40138006999	XG-25P	HARRIS
1	DPXG-PB78B	A40138007000	XG-25P	HARRIS

1	DPXG-PB78B	A40138007001	XG-25P	HARRIS
1	DPXG-PB78B	A40138007002	XG-25P	HARRIS
1	DPXG-PB78B	A40138007003	XG-25P	HARRIS
1	DPXG-PB78B	A40138007004	XG-25P	HARRIS
1	DPXG-PB78B	A40138007005	XG-25P	HARRIS
1	DPXG-PB78B	A40138007006	XG-25P	HARRIS
1	DPXG-PB78B	A40138007007	XG-25P	HARRIS
1	DPXG-PB78B	A40138007008	XG-25P	HARRIS
1	DPXG-PB78B	A40138007009	XG-25P	HARRIS
1	DPXG-PB78B	A40138007010	XG-25P	HARRIS
1	DPXG-PB78B	A40138007011	XG-25P	HARRIS
1	DPXG-PB78B	A40138007012	XG-25P	HARRIS
1	DPXG-PB78B	A40138007013	XG-25P	HARRIS
1	DPXG-PB78B	A40138007014	XG-25P	HARRIS
1	DPXG-PB78B	A40138007015	XG-25P	HARRIS
1	DPXG-PB78B	A40138007016	XG-25P	HARRIS
1	DPXG-PB78B	A40138007017	XG-25P	HARRIS
1	DPXG-PB78B	A40138007018	XG-25P	HARRIS
1	DPXG-PB78B	A40138007019	XG-25P	HARRIS
1	DPXG-PB78B	A40138007020	XG-25P	HARRIS
1	DPXG-PB78B	A40138007021	XG-25P	HARRIS
1	DPXG-PB78B	A40138007022	XG-25P	HARRIS
1	DPXG-PB78B	A40138007023	XG-25P	HARRIS
1	DPXG-PB78B	A40138007024	XG-25P	HARRIS
1	DPXG-PB78B	A40138007025	XG-25P	HARRIS
1	DPXG-PB78B	A40138007026	XG-25P	HARRIS
1	DPXG-PB78B	A40138007027	XG-25P	HARRIS
1	DPXG-PB78B	A40138007028	XG-25P	HARRIS
1	DPXG-PB78B	A40138007029	XG-25P	HARRIS
1	DPXG-PB78B	A40138007030	XG-25P	HARRIS
1	DPXG-PB78B	A40138007031	XG-25P	HARRIS
1	DPXG-PB78B	A40138007032	XG-25P	HARRIS
1	DPXG-PB78B	A40138007033	XG-25P	HARRIS
1	DPXG-PB78B	A40138007034	XG-25P	HARRIS
1	DPXG-PB78B	A40138007035	XG-25P	HARRIS
1	DPXG-PB78B	A40138007036	XG-25P	HARRIS
1	DPXG-PB78B	A40138007037	XG-25P	HARRIS
1	DPXG-PB78B	A40138007038	XG-25P	HARRIS
1	DPXG-PB78B	A40138007039	XG-25P	HARRIS
1	DPXG-PB78B	A40138007040	XG-25P	HARRIS

TOTAL OF THIS 7-1-2019 TO 6-30-2020 CONTRACT SHALL BE \$ 19,989.00

ADDENDUM III

SPECIAL CONDITIONS

1.0 **Maintenance Exclusions**

1.1 Fixed Equipment

The items identified below are covered during the warranty period if they have been provided and installed by RACOM. Following the end of the warranty period, these items are specifically excluded from coverage by this Maintenance Agreement, unless otherwise noted in Addendum II (A) Fixed Equipment List. Customer may request services on these items at the then current Demand Services Rates listed in Addendum I — System Maintenance Rates.

- Batteries of any type or equipment location. Batteries are considered a consumable item and are not covered by this agreement.
- Any UPS or power conditioning equipment and associated batteries are excluded from this Agreement.
- Site Civil Work Items are excluded from this Agreement to include:
 - Towers and Tower Lighting Systems
 - Shelters — including lighting fixtures or bulbs, HVAC systems & Fire Suppression Systems.
 - Fences
 - Land, Roads and surface coverings
 - Landscaping
 - Generators
 - Generator Fuel Tanks
 - HVAC
 - Power Supplies
 - Site Electrical Feed (whether underground or overhead)
- Console Personal Audio Accessories (headset, ear piece)

1.2 Terminal (Non-Fixed) Equipment

- Portable Radios — Specifically Excluded are:
 - Antennas
 - Batteries
 - Carrying Cases
 - Speaker Mics & Other Audio Accessories
- Mobile Radios — Specifically Excluded are:
 - Antennas
 - Any issues related to vehicular power systems
 - Voltages out of radio specification range
 - Voltage spikes

1.3 Civils Equipment — Towers, Shelters, Generators, UPS

- Civils Equipment is covered by maintenance services during the backbone equipment warranty period.
- Following end of the backbone warranty period the Civils Equipment is no longer covered by this agreement.
- Customer may request that RACOM provide maintenance services to Civils Equipment following end of warranty and RACOM will provide a Demand Services quotation for the service requested. Customer will issue a Purchase Order to RACOM to approve proceeding with the quoted services.

1.4 Insurance of Scott Co. – owned equipment

1.5 Other Exclusions:

- Hardware, firmware and software upgrades that enhance the features beyond the version release purchased.
- Phone or remote lines.
- Cosmetic damage to radio housing, accessory or cable.
- Damage resulting from accident, misuse, abuse, neglect or theft.
- Damage from liquids, battery corrosion or other chemicals.
- Damage resulting from charging systems, jump-starting or power line voltage fluctuations.
- Damage from lightning or other acts of nature.
- Damage resulting from the repair or installation or the attempted repair or installation by anyone other than **RACOM**.

2.0 **Specialized Site Access**

On-site response times are based on the assumption that the site is accessible by normal transportation methods and vehicles. On-site response time requirements exclude site locations that require extensive drive time due to traffic conditions or site locations where specialized vehicles (snow cat, helicopter, etc.) are required. In addition, Customer is responsible to ensure that all necessary clearances, escorts, or other special requirements have been met in advance to allow technicians prompt access to any equipment requiring service that may be located in a secured or limited access area of the Customer's facilities.

3.0 **Equipment Lists**

All services provided under this Agreement are only applicable to the land mobile radio products and systems sold and provided by RACOM to Customer and referenced in Addendum II to this Agreement.

Customer may add or delete equipment items to the list of maintained equipment by notifying RACOM in writing. As additional items are purchased from RACOM they will be added to this Agreement on an annual basis. Any changes to this Agreement will be through an Amendment document completed by RACOM and provided for review, approval and signature. The Amendment document will provide revised equipment lists, revised pricing structure changes and any necessary changes to fully incorporate the additional items into the Agreement.

4.0 Transportation

RACOM shall provide transportation in the form of conventional vehicles, including four-wheel drive if needed. Non-Conventional transportation is not included in this agreement. Should non-conventional transportation be required in the form of snow cat, snowmobile, helicopter, etc., Customer may provide such transportation or RACOM will provide as a Demand Service per the provisions of Section 2.4 and per pricing in Addendum I — Section C — Demand Service Rates.

5.0 Incidental Calls for Service

Calls for repair on contract equipment that have failed as a result of third party equipment or services are not covered under this contract. Example: phone circuits that are used to control remote base stations. This is limited to preliminary diagnostics of the problem. At the customer's request RACOM will contact the third party provider and explain the problem.

6.0 Limit of Repairs

No single repair to equipment shall exceed the value of that equipment. RACOM will make every reasonable attempt to make repairs to older equipment, however, obsolete parts may not be available from the manufacturer or prohibitively expensive.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 11, 2019

APPROVAL OF THE RACOM service support contract for the Sheriff's Office in the amount of \$19,989.00.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the RACOM service support contract with the Sheriff's Office is hereby approved as presented.
- Section 2. That Sheriff Lane is hereby authorized to sign said contract.
- Section 3. This resolution shall take effect immediately.