



4450 US I ♦ Vero Beach, Florida 32967 ♦ Telephone: (772) 569-5355 ♦ Fax: (772) 567-2292

MASTER SERVICE AGREEMENT

Contract Number CI-110-950

This Contract is entered into by and between Communications International, Inc., located at 4450 U.S. Highway I, Vero Beach, Florida 32967 ("Ci"), and Indian River County Board of Commissioners, located at 1801 27th Street (the "**Customer**"), on the 1st day of October 2020, (the "Effective Date").

WHEREAS, Ci currently provides maintenance services for two-way radio communications systems and other electronic equipment;

WHEREAS, the **Customer** desires to contract the repair and maintenance of certain two-way radio equipment and other electronic equipment as described here in;

WHEREAS, the Parties desire to establish terms, conditions and pricing under which the particular equipment will be maintained; and

WHEREAS, the Parties hereby desire to enter into this Contract to set forth, in writing, their respective rights, duties and obligations hereunder;

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties agree as follows:

I. DEFINITIONS

- A. **Parties** - shall mean, collectively, Ci and the **Customer**.
- B. **Services** - shall mean those services to be provided by Ci to the **Customer** pursuant to this Contract, but not limited to maintenance, repair, replacement, labor and testing.
- C. **Contract** - shall mean this document, along with all documents attached hereto and incorporated herein by reference.
- D. **Terminal Equipment** - shall mean vehicular mounted radios, personal portable radios, portable radio desk chargers and basic compact vehicular chargers and as otherwise specifically described as Terminal Equipment for maintenance in this Contract.
- E. **Fixed Equipment** - shall mean site repeater stations and associated equipment, multi-site coordinator, console electronic equipment, radio control stations and as otherwise specifically described as Fixed Equipment for maintenance in this Contract.
- F. **Other Equipment** - shall mean any other electronic equipment that is listed in this Contract and defined herein.
- G. **Demand Services** - shall mean service that is requested which is not included in the fixed fee arrangement in this Contract.
- H. **Normal Working Hours** - shall mean 8:00 am until 5:00 pm, local time, Monday through Friday, excluding Federal and State Holidays ("Business Days"), unless otherwise defined.
- I. **Emergency Services** - shall mean services that are available by Ci twenty-four (24) hours per day, seven days per week, including Federal and State Holidays.

2. SCOPE OF CONTRACT

Ci agrees to maintain the ability to provide the services set forth in **Exhibit A** of this Contract and to provide the services described herein, including Demand Services. The **Customer** agrees to purchase Demand Services from Ci, as needed, in accordance with **Exhibit C** of this Contract.

3. TERM OF CONTRACT

A. The term of this Contract shall be for a period of one (1) year(s) (the "Term") and shall automatically renew at the end of the Term, unless (I) either party notifies the other party, in writing, at least ninety (90) days prior to expiration of this Contract (the "Renewal Notice") or (II) in the event Ci proposes new terms, conditions, or pricing ("New Terms"), such New Terms are not accepted by the **Customer** in the Renewal Notice. There shall be no more than four (4) renewals to this contract.

B. This contract will be adjusted each year based on the Consumer Price Index (CPI). Use the Bureau of Labor Statistics web site (<http://www.bls.gov/cpi/home.htm>):

1. Select the " South Urban region of the U.S. Map.
2. Select the "More Formatting Options"
3. Select the " 12 months Percent Change
4. Select "Retrieve Data"
5. Scroll down to the current year and select the "Feb" number
6. This number will be used as a multiplier for the recent year total of the maintenance contract

The percent number is a 12-month percent change for the "South Urban" over the last 12 months as reflected in February.

4. PRICES AND TERMS OF PAYMENT

A. The prices to be charged for the regular routine maintenance Services are as set forth in **Exhibit B**.

B. The prices to be charged for the Demand Services and Professional Services are as set forth in **Exhibit C**.

C. All pricing discounts on both hardware and software, including all vendor equipment offered by Ci are set forth in **Exhibit D**.

D. Payment for Services for monthly maintenance, as outlined in **Exhibit B** of this Contract, is due in advance and payable in full forty-five (45) days after receipt of invoice. Invoices shall be submitted to the **Customer** on a monthly basis.

E. Payment for all Demand Services, Professional Services and purchase of all products and/or equipment is due in full forty-five (45) days after receipt of invoice. Invoices shall be submitted to the **Customer** as the work is completed.

5. EXTRA CHARGES

No extra charges of any kind will be allowed unless specifically agreed to in writing by both Parties.

6. SERVICES

A. Installation, removal or reinstallation of equipment, shall be performed by Ci, following reasonable notice to the **Customer** at the rates listed in **Exhibit C** and at a time agreed to by both Parties.

B. Items that are not covered under Services for maintenance in **Exhibit B**, such as speaker microphones and Enhanced Vehicular Chargers, will be repaired and/or replaced as Demand Services and will be charged at the prices set forth in **Exhibit C**.

C. In addition to the Services specified in this Contract, the **Customer** may order other work to be provided by Ci, including specially designed work or services otherwise not covered by this Contract ("Special Requirements Order"). Within ten (10) business days of receipt of a Special Requirements Order, Ci will furnish the **Customer** with a written proposal to fill such Special Requirements Order, including price and delivery time. The **Customer** may accept or reject any such proposal within ten (10) Business Days of receipt. Any proposal not specifically accepted will be deemed rejected on the eleventh (11th) Business Day after receipt.

- D. Purchase orders issued in compliance with this Contract, other than Special Requirements Orders, shall be deemed accepted upon receipt by **Ci**. Special Requirement Orders shall be deemed accepted by **Ci** upon receipt of the **Customer's** acceptance of **Ci's** proposal.
- E. Unless otherwise specifically agreed between **Ci** and the **Customer**, in writing, the terms and conditions of this Contract shall take precedence over any accepted purchase order issued after the date of this Contract, in accordance with Section 16 of this Contract.
- F. All qualified Terminal Equipment in the **Customer's** inventory must be listed in **Exhibit B** to be covered under this Contract.
- G. Terminal Equipment shall be delivered to, and maintenance performed at, a **Ci** facility during Normal Working Hours. If Terminal Equipment is shipped to the **Ci** facility for repair, the return shipping charges shall be billable to the **Customer**. Emergency Service on Terminal Equipment, if requested, will be performed and will be charged at the prices set forth in **Exhibit C**.
- H. Any Terminal Equipment found to be non-working or incapable of meeting specifications during performance of the first Preventative Maintenance effort will be omitted from inventory on **Exhibit B** until the Terminal Equipment is brought up to specification at the Customer's expense. Terminal Equipment that is designed to operate in chemically volatile or explosive atmospheres or when immersed in water (e.g. Immersion or Intrinsically Safe radios) are **not** covered by this Contract.

7. PREVENTIVE MAINTENANCE

Ci will annually perform verification on Terminal Equipment covered by this Contract to validate factory specifications and correct any deficiencies found ("Preventative Maintenance"). Copies of service records will be available to the **Customer** upon request.

8. DATABASE REPROGRAMMING

Annual mobile radio software updates will be provided by **Ci** during annual Preventative Maintenance. The LID reprogramming changes will be provided periodically, upon request, at no cost to the **Customer**.

9. ADDITIONS AND DELETIONS

- A. The quantity of Terminal Equipment units to be maintained and/or serviced may be added to, or removed from, this Contract while the Contract is in force. New Terminal Equipment units purchased in any given budget year of the **Customer** may be added to the Contract immediately following the expiration date of the manufacturer's warranty. A letter of authorization from the Customer is required to add to or remove EQUIPMENT from **Exhibit B**. Such Terminal Equipment must be identified by individual LTD numbers, serial numbers and property ID numbers.
- B. Charges for Terminal Equipment added or removed in a particular month will be added to, or dropped from, the amount charged to the Customer the following month.

10. RESPONSE TIME

The estimated time of repair of Terminal Equipment delivered to **Ci's** local facility is three (3) to seven (7) Business Days.

11. FORCE MAJEURE

Ci will not be considered in default or liable for any delay or failure to perform its obligations under this Contract if such delay or failure arises directly or indirectly out of an act of nature, war, labor strikes, lockouts, trade disputes, fires, quarantine restrictions, governmental action or by causes beyond the reasonable control of **Ci**. In such event, any obligation of **Ci** under this Contract will be postponed until the cause underlying the Force Majeure ceases to exist and such postponement or delay will not be held against **Ci**. **Ci** shall immediately notify the **Customer** verbally and in writing if a Force Majeure event delays performance and shall state the revised date for performance.

12. INDEMNIFICATION

To the extent allowable by law, **Ci** shall indemnify and save harmless the **Customer** from any and all liability, claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of its work under this Contract, where

such claim, damage, losses, or expense is directly caused by the negligence or intentional wrongful act or omission of Ci, its agents, employees, or any of its subcontractors, in connection with or pursuant to this Contract.

13. LIMITATION OF LIABILITY

The liability of Ci pursuant to Section 12 shall not exceed the greater of an aggregate limit of \$50,000 or the amount actually paid by the Customer to Ci under this Contract, regardless of the legal theory under which such liability is imposed.

14. INSURANCE

A. Within thirty (30) days of the execution of this Contract, Ci shall furnish the Customer with certificates of insurance showing that Ci carries Automobile Insurance and General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Workmen's Compensation Insurance sufficient to satisfy state law requirements. The certificates of insurance shall also provide that at least thirty (30) days' notice in writing shall be given to the Customer of any cancellation or reduction of coverage before such coverage is cancelled or reduced.

B. The Customer shall be named as an additional insured party on the policies obtained by Ci pursuant to this Section. Ci shall not be relieved of any obligation of indemnification pursuant to this Contract by reason of its failure to secure and maintain insurance as required by this Section.

15. CANCELLATION

This Contract may be terminated by either party, with or without cause, upon not less than ninety (90) days' notice, in writing, by overnight delivery, personal delivery or registered mail return receipt requested to the other party. Such notice shall be effective upon receipt.

16. ENTIRE CONTRACT AND MODIFICATION

This Contract and the attachments hereto and made a part hereof sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements and understandings. No amendment, modification or waiver of any provisions of this Contract or consent to any departure therefrom shall be effective unless in writing and signed by duly authorized officers of both Parties.

AUTHORIZED SIGNATURE-CONTRACT NUMBER CI-110-950

IN WITNESS HEREOF, Communications International, Inc. and the Customer have caused this Contract to be signed as of the Effective Date set forth above.

COMMUNICATIONS INTERNATIONAL, INC.

**INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____

By: _____

Name:

Name:

Title:

Title:

Contract Number CI-110-950

EXHIBIT "A"
SCOPE OF WORK

During the term of the Contract, Ci agrees (i) to provide the **Customer** with repair, maintenance services and parts to maintain the **Customer's** radio equipment as set forth herein and (ii) to provide the products and services as described in **Exhibit A and B** at the prices set forth in **Exhibits B and C**.

1. Conditions of Service

Ci shall supply staffing, supervision, labor, service facilities, repair parts, test equipment and supplies necessary to meet the service requirements stated herein.

2. Terminal Equipment Maintenance

3. Fixed Equipment Maintenance

- A. Emergency Service shall be provided by Ci for Fixed Equipment Maintenance and Ci will respond within two (2) hours of the **Customer's** request for Emergency Service.
- B. Ci shall not be liable for any costs incurred for repair and/or replacement of any Fixed Equipment that becomes inoperative due to user or third-party negligence, installation or removal; liquid intrusion; lightning damage or Acts of God. Any component parts replaced under this Section shall be returned to **Customer** for inspection.
- C. Ci shall not be liable for any costs incurred for correcting, repairing or replacing infrastructure or data corruption caused by (i) improper operations of **Customer** or any third party or (ii) failure of Associated Systems. "Associated Systems" are defined as any equipment used in the operation of the **Customer's** Fixed Equipment or Terminal Equipment that is not maintained by Ci.

4. Preventative Maintenance

Ci will annually perform verification on Terminal Equipment covered by this Contract to validate factory specifications and will correct any deficiencies found.

5. General

All services provided under this Contract are only applicable to the Terminal Equipment, Fixed Equipment and Other Equipment listed in **Exhibit "B"**.



Exhibit B

4450 US Highway 1
 Vero Beach, FL 32967
 772-569-5355 Fax: 772-567-2292

Ci-110-950
 Contract #
 Covered Period: October 1, 2020-September 30, 2021

Customer Details

Indian River County Emergency Services Radio Systems Manager 1840 25th Street Vero Beach, FL 32960 772-567-3160	Bill To: Indian River County Emergency Services Radio Systems Manager 1840 25th Street Vero Beach, FL 32960
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Billing Details

<u>South Tower Site</u>	Qty	2019/2020 Unit Amount	South Urban CPI 1.90%	2020/2021 Unit Amount	Monthly Amount
Channels Mastr III Stations	7	\$131.72	2.50	\$134.22	\$939.54
Channel Site Pro's	7	\$44.93	0.85	\$45.78	\$320.46
Master V Stations	5	\$127.50		\$127.50	\$637.50
Receiver Multi-coupler with Tower Top Amp	1	\$145.01	2.76	\$147.77	\$147.77
Network Sentry Server	1	\$321.27	6.10	\$327.37	\$327.37
Simulcast Common Transmit Equipment	1	\$329.27	6.26	\$335.53	\$335.53
Mastr III Mutual Aid Channels	6	\$131.72	2.50	\$134.22	\$805.32
Intraplex Multiplexer	3	\$30.95	0.59	\$31.54	\$94.62
Microwave Radios to IRCEM & VBPD	4	\$128.92	2.45	\$131.37	\$525.48
Microwave Radios to Egrets Marsh	2	\$128.92	2.45	\$131.37	\$262.74
Microwave Radios to Station 2 Tower	2	\$128.92	2.45	\$131.37	\$262.74
Vida Unit Switch	1	\$298.25	5.67	\$303.92	\$303.92
IP Network Equipment	2	\$128.43	2.44	\$130.87	\$261.74
Total for South Site					\$5,224.73

<u>Simulcast Control Point</u>	Qty	Unit Amount	South Urban CPI 1.90%	2020/2021 Unit Amount	Monthly Amount
			\$ -		
Vertical Site Pros	7	122.65	2.33	124.98	874.86
Intraplex Multiplexers	3	30.95	0.59	31.54	94.62
Egret Marsh Intraplex Multiplexer	1	28.81	0.55	29.36	29.36
Network Sentry Server	1	321.30	6.10	327.40	327.40
Control Point Common Equipment & Alignment Rack	1	329.27	6.26	335.53	335.53
15 Analog & Digital Voters Egret Marsh	1	134.77	2.56	137.33	137.33
Down Links	1	30.91	0.59	31.50	31.50
SIM	1	131.59	2.50	134.09	134.09
DC Power System pos 24 volt	1	388.55	7.38	395.93	395.93
DC Power System neg 48 volt	1	384.32	7.30	391.62	391.62
IP Network Equipment	1	128.43	2.44	130.87	130.87
Total for Simulcast Control Point					2,883.11

North Tower Site **South Urban CPI 2020/2021**

	Qty	Unit Amount	1.90%	Unit Amount	Monthly Amount
Mastr III Stations	7	131.72	2.50	134.22	939.54
Channel Site Pro's	7	44.93	0.85	45.78	320.46
Master V Stations	5	127.50	2.42	129.92	649.60
Receiver Multi-coupler with Tower Top Amp	1	144.89	2.75	147.64	147.64
Network Sentry	1	321.30	6.10	327.40	327.40
Simulcast Common Transmit Equipment	1	329.27	6.26	335.53	335.53
Mastr III Mutual Aid Channels	0		-	0.00	0.00
Intraplex Multiplexer	3	30.95	0.59	31.54	94.62
DC Power Supply System pos 24 volt	1	316.09	6.01	322.10	322.10
DC Power Supply System neg 48 volt	1	312.65	5.94	318.59	318.59
Microwave Radios to Hobart	2	131.63	2.50	134.13	268.26
Microwave Radios to Sebastian PD	2	128.92	2.45	131.37	262.74
IP Network Equipment	1	128.43	2.44	130.87	130.87
Total for North Site					4,117.35

Fellsmere Tower Site		South Urban CPI		2020/2021	
	Qty	Unit Amount	1.90%	Unit Amount	Monthly Amount
Mastr III Stations	7	131.72	2.50	134.22	939.54
Channel Site Pro's	7	44.93	0.85	45.78	320.46
Master V Stations	5	127.50	2.42	129.92	649.60
Mastr III Mutual Aids Channels	0		-	0.00	0.00
Downlinks	1	30.91	0.59	31.50	31.50
Sim	1	269.53	5.12	274.65	274.65
Network Sentry Server	1	321.30	6.10	327.40	327.40
Receiver Multi-coupler with Tower Top Amp	1	144.89	2.75	147.64	147.64
Intraplex Multiplexer	2	30.95	0.59	31.54	63.08
DC Power Supply System pos 24 volt	1	316.09	6.01	322.10	322.10
DC Power Supply System neg 48 volt	1	312.65	5.94	318.59	318.59
Microwave Radios to Hobart	2	128.92	2.45	131.37	262.74
IP Network Equipment	1	128.43	2.44	130.87	130.87
Total for Fellsmere Site					3,788.17

Dispatch Equipment		South Urban CPI		2020/2021	
	Qty	Unit Amount	1.90%	Unit Amount	Monthly Amount
Symphony Consoles	10	174.82	1.84	176.66	1,766.60
IMC/CEC Switch	1	919.54	1.86	921.40	921.40
*Microwave Alarm Pc	1	30.91	0.59	31.50	31.50
*DVIU	1	395.12	7.51	402.63	402.63
*MOM System	1	118.54	2.25	120.79	120.79
*CSD	1	362.21	6.88	369.09	369.09
*CSD Client	1	105.36	2.00	107.36	107.36
Netclock -GPS	2	55.31	1.05	56.36	112.72
Intraplex Multiplexers-	11	30.95	0.59	31.54	346.94
Zetron Model 25 Encoders	5	32.95	0.63	33.58	167.90
Orion Remote Back-up Radios	9	31.59	0.60	32.19	289.71
Microwave Radios (IRCSO, VBPD, Seb. PD dispatch)	6	128.92	2.45	131.37	788.22
IP Network Equipment	1	128.43	2.44	130.87	130.87
UPS battery backup (located at South site)	1	48.28	0.92	49.20	49.20
Total for Dispatch Equipment					5,604.93

Hobart Tower Site		South Urban CPI		2020/2021	
	Qty	Unit Amount	1.90%	Unit Amount	Monthly Amount

ORIGINAL

Mastr III Back-up Stations	7	\$52.69	1.00	\$53.69	\$375.83
Master V Stations	5	\$127.50	2.42	\$129.92	\$649.60
Receiver Multi-coupler with Tower Top Amp	1	\$144.89	2.75	\$147.64	\$147.64
Intraplex Multiplexer	1	\$30.95	0.59	\$31.54	\$31.54
Med 4 Station	0		-	\$0.00	\$0.00
Med 8 Station	1	\$46.10	0.88	\$46.98	\$46.98
VHF EM/Fire Page Station	1	\$138.30	2.63	\$140.93	\$140.93
DC Power System neg 48 volt	1	\$312.65	5.94	\$318.59	\$318.59
Microwave Radios to North, West, IRCEM sites	6	\$128.92	2.45	\$131.37	\$788.22
Total for Hobart Site					\$2,499.33

Egret Marsh Site

			South Urban CPI	2020/2021	
	Qty	Unit Amount	1.90%	Unit Amount	Monthly Amount
Mastr III Stations	7	\$170.21	3.23	\$173.44	\$1,214.08
Master V Stations	5	\$127.50	2.42	\$129.92	\$649.60
Network Sentry	1	\$321.30	6.10	\$327.40	\$327.40
Simulcast Common Transmit Equipment	1	\$313.14	5.95	\$319.09	\$319.09
Intraplex Multiplexer	1	\$29.44	0.56	\$30.00	\$30.00
DC Power Supply System pos 24 volt	1	\$299.73	5.69	\$305.42	\$305.42
DC Power Supply System neg 48 volt	1	\$312.65	5.94	\$318.59	\$318.59
Microwave Radios to South site	2	\$128.92	2.45	\$131.37	\$262.74
Total for Egret Marsh					\$3,426.92

IRC EOC Site

			South Urban CPI	2020/2021	
	Qty	Unit Amount	1.90%	Unit Amount	Monthly Amount
Microwave Radios to IRC SO Dispatch, Hobart, South sites	6	\$128.92	2.45	\$131.37	\$788.22
Vida Unit Switch	1	\$298.25	5.67	\$303.92	\$303.92
Total for EOC site					\$1,092.14

Cost Summary for Oct 2020-Sept 2021 12 months

	<u>Monthly Totals</u>
South Tower Site	\$5,224.73
Simulcast Control Point	\$2,883.11
North Tower Site	\$4,117.35
Fellsmere Tower Site	\$3,788.17
Dispatch Equipment	\$5,604.93
Hobart Tower Site	\$2,499.33
Egret Marsh Site	\$3,426.92
IRC EOC Site	\$1,092.14
Total Monthly Maintenance for Sites:	\$28,636.68
Total Annual Maintenance Oct-Sept	\$343,640.16

The Consumer Price Index Southeast Urban Region of 1.9 has been added to each equipment line item that was on 2020-2021 agreement:

Contract Number CI-110-950

EXHIBIT "C"

DEMAND SERVICE RATES

<u>Demand Services</u>	<u>Rate Per Hour</u>
Support Staff	\$ 50.00
Cabler	\$ 57.00
System Installer	\$ 62.00
System Design Engineering Hourly Rate	\$ 150.00
Maintenance Technician (Bench)	\$ 88.00
RF Engineer	\$ 125.00
IT Engineer	\$ 125.00
Site Manager	\$ 80.00
Project Manager	\$ 100.00
Emergency Service Rate	Rate* 1.5
Expenses	Actual
Lodging	Actual
Per Diem	IRS Rate
Travel Time	Actual

Contract No. CI-110-950

EXHIBIT "D"

Pricing Discounts

Pricing discounts for all L3Harris manufactured equipment will be at the current Public Safety discount level of 28 % off list price published on the L3Harris website. All list pricing will reference the most current pricing available.

All vendor items will be priced at current published " Public Safety or Government" discount levels.

Discounts on all other manufactured equipment, custom equipment, and software not having published discount levels will be quoted at the time of request. All prices will be at best pricing offered to Public Safety Agencies by Ci in the State of Florida.

