

SEP 24 2018

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Douglas O'Neal TODAY'S DATE: 18 Sept 2018

DEPARTMENT: Radio Management

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: 24 Sept 2018

SPECIFIC AGENDA WORDING: Acceptance of the annual Motorola Service Agreement

PERSON(S) TO PRESENT ITEM: Douglas O'Neal

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 minutes

ACTION ITEM: X

WORKSHOP _____

(Anticipated number of minutes needed to discuss item) **CONSENT: _____**

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY:

IT DEPARTMENT:

AUDITOR: _____

PURCHASING DEPARTMENT: _____

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR:

OTHER: _____

*******This Section to be Completed by County Judge's Office*******

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____



SERVICE AGREEMENT

1299 E Algonquin Rd
 Attn: National Service Support, IL06 Door # 82
 Schaumburg, IL 60196

Contract Number: USC000090269
 Contract Modifier:

Date: 09/12/2018

Company Name: JOHNSON COUNTY
 Attn:
 Billing Address: 810 E KILPATRICK ST
 City, State, Zip: CLEBURNE , TX, 76031
 Customer Contact: Douglas O'Neal
 Phone: 817-556-6982

Required P.O. :
 Customer # : 1012497419
 Bill to Tag # :
 Contract Start Date : 01-Oct-2018
 Contract End Date : 30-Sep-2023
 Anniversary Day : Sep 30th
 Payment Cycle : ANNUALLY
 PO # : TBD

Qty	Service Name	Service Description	Extended Amt
	LSV01S01110A	REPAIR,ASTRO SYSTEM PREMIER PACKAGE	\$179,177.99
	SVC02SVC0127A	NICE GOLD PACKAGE	\$23,351.88
		FY 19 October 1, 2018 - September 30, 2019	
		Yearly Total \$202,529.87	
	LSV01S01110A	REPAIR,ASTRO SYSTEM PREMIER PACKAGE	\$184,553.32
	SVC02SVC0127A	NICE GOLD PACKAGE	\$24,052.44
		FY 20 October 1, 2019 - September 30, 2020	
		Yearly Total \$208,605.76	
	LSV01S01110A	REPAIR,ASTRO SYSTEM PREMIER PACKAGE	\$190,089.92
	SVC02SVC0127A	NICE GOLD PACKAGE	\$24,052.44
		FY 21 October 1, 2020 - September 30, 2021	
		Yearly Total \$214,142.36	
	LSV01S01110A	REPAIR,ASTRO SYSTEM PREMIER PACKAGE	\$195,792.63
	SVC02SVC0127A	NICE GOLD PACKAGE	\$24,774.01
		FY 22 October 1, 2021 --September 30, 2022	
		Yearly Total \$220,566.64	



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Schaumburg, IL 60196

Contract Number: USC000090269
Contract Modifier:

Roger Harmon

CUSTOMER (PRINT NAME)

Neil Thomas

MOTOROLA REPRESENTATIVE(SIGNATURE)

MSSSI Vice President

9/17/2018

TITLE

DATE

Neil Thomas

917-583-7119

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : JOHNSON COUNTY
Contract Number : USC000090269
Contract Modifier :
Contract Start Date : 01-Oct-2018
Contract End Date : 30-Sep-2023

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Contract Number: USC000090269
Contract Modifier:

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR**



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17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions Inc
Plano, TX United States

Certificate Number:
2018-398961

Date Filed:
08/31/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Johnson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

USC000090269
Motorola Solutions Support Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

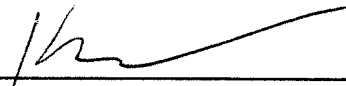
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kevin Douglas, and my date of birth is 4-2-1982.
My address is 8428 Parkdale Dr, N. Richland Hills, TX, 76182, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County County, State of TX, on the 31 day of August, 2018.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)