

**REQUEST FOR AGENDA PLACEMENT FORM**

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

SUBMITTED BY: Jamie Moore TODAY'S DATE: 11/01/2021

DEPARTMENT: Emergency Mgt.

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: 11/8/21

**SPECIFIC AGENDA WORDING:**

Review of Blue Sky Network Equipment and Service Contract For Satellite Phone

COMMISSIONERS COURT

NOV 08 2021

**Approved**

**PERSON(S) TO PRESENT ITEM:**

Jamie Moore

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 5  
(Anticipated number of minutes needed to discuss item)

**ACTION ITEM:** ✓  
**WORKSHOP:**  
**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: \_\_\_\_\_



**Blue Sky Network, LLC**  
 5353 Mission Center Road, Suite 222  
 San Diego, CA 92108  
 +1 858-551-3894

# Quote

Date                      Quotation #  
 5/24/2021                15040FT-NT

TO: Johnson County Emergency Management

Qty	Part #	Description	Unit Price	Total
1	PH957503	9575 Extreme Satellite Portable Phone Kit With the following accessories: - AC Travel Charger - Int'l Plug Kit Auto - Accessory Adapter - Rechargeable Li-ion Battery - Adapter, 9575 Antenna, - Adapter, 9575, Power USB - Antenna, Portable Auxiliary - Leather Holster - Headset - USB-Mini USB Cable - Quick Start Guide - User Guide (English) - 9575 Data CD - One year warranty	1,295.00	1,295.00
1	ASE-9575P-BOXDOCK	ASE-9575P-BOXDOCK	1,575.00	1,575.00
1	SM100003	Post Paid SIM Card (external) SIM Card for MSISDN # 8816.xxx.xxxxx	18.00	18.00
12	Prepaid Voice Service	Prepaid Voice Service - Line Access Fee (includes 5 prepaid minutes per month) Note: Excess usage may cause prepaid funds to be depleted before estimated 12 months	52.25	627.00
1	OMD Voice ACH	One Month Deposit - Voice ACH Service Plan: -\$49 cost per month -All minutes billed at \$1.45 per minute	49.00	49.00
			Sales Tax (0.0%)	\$0.00
			<b>Total</b>	<b>\$3,564.00</b>

This quotation is subject to the Blue Sky Network Terms and Conditions dated January 22, 2019, attached to this e-mail or incorporated herein by reference. Unless otherwise stated in this quote, all applicable equipment must be purchased with a Blue Sky Network Service Plan.

All Blue Sky Network and Iridium Satellite manufactured equipment include a two year warranty from date of shipment. Professional installation is required for all equipment. Installation costs are not included in this quote. Any certification requirements are exclusively the responsibility of the customer.

All sales are shipped under INCOTERMS FCA Scottsdale, AZ, U.S.A. Payment due in U.S. Dollars.

This quote is valid for 30 days.

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

Please note that Blue Sky Network will apply a surcharge of 3% of the full amount if credit card payment is used for purchases above \$10,000.

To accept this quote sign here and return:

# EQUIPMENT PURCHASE & SERVICE AGREEMENT TERMS AND CONDITIONS

(Covering Blue Sky Network Products and Services)

Upon the signed verification of the attached Quotation by the Customer ("Customer"), the Quotation and these Terms and Conditions shall constitute a binding contract ("Contract") between Customer and Blue Sky Network, LLC, a Delaware limited liability company ("Blue Sky") for the purchase of the products and services described in the Quotation.

## A. PRODUCT TERMS AND CONDITIONS

- 1. PRODUCTS.** The Customer is purchasing the products described in the Quotation ("Products") for Customer's own personal use or for use in Customer's business and agrees not to promote, sell or distribute the Products to any other individual or business without prior authorization in writing by Blue Sky.
- 2. PAYMENT.** All payments for Product must be in U.S. Dollars and shall include freight (unless provided by customer account). Risk of loss of any Products shall pass to Customer upon delivery to any commercial common carrier FOB shipping point, Scottsdale, Arizona, USA. Any loss due to theft, accident or other incident occurring during shipping is the sole responsibility of Customer. Notwithstanding the termination of services, all sales of Products are final and no returns shall be accepted by Blue Sky.
- 3. ACKNOWLEDGEMENTS.** Customer acknowledges that if the Products are intended to be used and installed on aircraft, (i) installation of the Products and any of their component parts and any other work performed on the airframe during installation of the Products must be performed in accordance with Federal Aviation Administration ("FAA") regulations and all other applicable regulations and may require further FAA certification, and (ii) the Products should be installed by a professional and are intended to be handled and used solely in accordance with FAA regulations and Blue Sky's most recent specifications and instructions. FAA approval of installation is the sole responsibility of the purchaser and installation facility (except for those specific FAA approvals obtained by Blue Sky as indicated by Blue Sky in writing only). Buyer understands Blue Sky assumes no responsibility for these requirements.
- 4. PRODUCT WARRANTY.** Blue Sky warrants that the Products it manufactures shall be free from defects in materials and workmanship. This warranty (i) shall apply to Customer (as named in the Quotation) only and no other and (ii) shall not apply to any Product which is not stored, handled, installed or used in strict accordance with Blue Sky's specifications and instruction manuals, or which is altered without Blue Sky's express consent, or which has been subject to misuse, negligence or accident. Blue Sky's sole obligation shall be to replace or repair defective Products covered by this warranty provided that Customer returns such defective Product within two (2) years of the date of the Quotation. Customer hereby agrees that the replacement or repair of defective Products shall be Customer's sole remedy in the event of a breach of warranty and shall be in lieu of any other remedy. Except as provided above with respect to Products only, Blue Sky makes no warranties relating to the Products (see section on Warranty Disclaimer/Limitation of Liability).

## B. SERVICE TERMS AND CONDITIONS

- 1. SERVICES.** Customer is purchasing the service plan(s) described in the quote. A description of the services, charges and other pertinent details of the service plan are set forth in the service plan materials accompanying the Quotation and this agreement. Customer agrees to maintain service for the minimum Service Commitment period as set forth on the Quotation. Upon the expiration of the Service Commitment, this Contract shall automatically renew on a monthly basis until notice is given to Blue Sky pursuant to the Service Termination provision. Customer will be assigned a user identification number and password to use the service. Customer shall have no rights in the user identification number or password and cannot obtain such rights through usage, publication or otherwise.
- 2. ACTIVATION.** Equipment must be activated within ninety (90) days of purchase. After this period equipment will be automatically activated and monthly service charges will apply.
- 3. BILLING AND PAYMENT.** Blue Sky service prices are attached to this Contract. Pricing shall be valid during the Service Commitment only. Thereafter, prices may be adjusted from time to time upon thirty (30) days' notice to Customer. Customer agrees to pay Blue Sky for all services used and all related charges at current Blue Sky prices. Blue Sky prices are exclusive of taxes, tariffs and surcharges, if any, arising from the provision of services. Customer acknowledges that Blue Sky is entitled to add to Blue Sky's prices all applicable taxes levied as a result of Customer's usage of services and Customer is liable to pay all such taxes. Blue Sky shall provide Customer with a monthly invoice, for each Customer account, which shall account for all sums due arising from the provision of services. Customer shall pay recurring monthly plan fees in advance and all overages in arrears. Customer will provide Blue Sky with a credit card or advanced payment when establishing service with Blue Sky and Customer agrees Blue Sky may charge this credit card account or prepayment for all charges or other amounts due under Customer's account on or after the relevant monthly invoice date.
- 4. BILLING DISPUTES.** Customer must notify Blue Sky in writing of any disputed charges within thirty (30) days of the date of the bill containing the disputed charges or Customer must have waived the right to dispute such charges. If equipment is lost or stolen, Customer is responsible for all charges incurred on the account number until the theft or loss is reported to Blue Sky.
- 5. CHANGES TO TERMS AND CONDITIONS.** Except as otherwise expressly provided herein, Blue Sky may increase, reduce or otherwise change any terms, conditions, rates, fees expenses, or charges regarding the service at any time. Blue Sky will provide Customer with notice of such changes (other than changes to governmental taxes, tariffs or surcharges) either in the monthly bill or separately. If Blue Sky increases Blue Sky's charges under Customer's service plan, Customer may terminate service within thirty (30) days of the date of the notice.
- 6. AVAILABILITY OF SERVICE.** Blue Sky does not guarantee uninterrupted service. Customer acknowledges that the quality, functionality and availability of services may be affected by factors outside the control of Blue Sky and that occasionally, services may be suspended temporarily in order to modify, expand, maintain or repair system components. If service is interrupted for twenty-four (24) continuous hours or more due to causes within Blue Sky's control, Blue Sky may issue, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period service was unavailable, not to exceed the monthly service fee. An interruption is measured from the time Customer reports it to Blue Sky. Blue Sky may require that the credit request be in writing.
- 7. EQUIPMENT/SOFTWARE.** Customer shall be responsible for the installation, operation and maintenance of any equipment and software (including Blue Sky Products) used in connection with the services and for ensuring that all equipment and software used in connection with the services is compatible with the services.

5353 Mission Center Road, Suite 222  
San Diego, CA 92108  
P: +1 (858) 551-3894 • F: +1 (858) 225-0794  
www.blueskynetwork.com

**JOHNSON COUNTY CONTRACT TERMS  
ADDENDUM to BLUE SKY NETWORK, LLC EQUIPMENT PURCHASE  
& SERVICE TERMS CONDITIONS AND QUOTE ACCEPTANCE – 2021**

---

**The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:**

**1.1**

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “**COUNTY**” and referred to as “**CUSTOMER**” in certain documents put forth by **BLUE SKY NETWORK, LLC. (hereinafter “BLUE SKY”)**). The term “**COMPANY**” as used herein also refers to **BLUE SKY NETWORK, LLC.**

**JOHNSON COUNTY, and BLUE SKY NETWORK, LLC** may be collectively identified as the “**Parties**” or each individually a “**Party**”). **This Addendum is part of the Agreement with BLUE SKY NETWORK, LLC. This Addendum modifies (as set forth in this Addendum) the Equipment Purchase & Service Agreement, the Quote, and any other document proffered to JOHNSON COUNTY by BLUE SKY or their agents and other documents defining the Agreement between JOHNSON COUNTY, TEXAS and BLUE SKY.**

**2.1**

This Agreement will be governed by and construed according to the laws of the **State of Texas**. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

**2.2**

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

**2.3**

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that COMPANY might lawfully seek to claim as confidential, then County will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. **COMPANY acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services provided under the Agreement shall be provided in accordance with all applicable

**in business with Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.**

**7.4**

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

**7.5**

Notwithstanding any other provision in this Addendum or the associated documents, to the extent COMPANY is being contracted to provide information technology and services or to maintain and make available information for use by Johnson County and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

**7.6**

At any time following the expiration of the initial term of the contract, COUNTY may terminate the contract at its discretion by giving COMPANY 90 days written notice of such termination.

**8.1**

**In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY COMPANY IS HEREBY DELETED.***

**APPROVED AS TO FORM AND CONTENT:**

**JOHNSON COUNTY:**



Roger Harmon  
As Johnson County Judge

11-8-2021  
Date