

SOLE SOURCE/PROPRIETARY SOURCE

24. Award M-0232-05/BLH Sole Source Award of Annual Maintenance Contract for County-Wide Communications System to Motorola, Inc. of Schaumburg, Illinois (\$364,776.12).

M-232-05 will provide annual maintenance coverage, service plan and other support services for the County-wide communications system. The term of the contract is for one year with five one-year renewal options at the County's discretion. Award is sole source to Motorola, Inc. because the County uses Motorola 800 MHz system and components which can only be supported and maintained by Motorola.

The Consultant would be retained to furnish professional services for those tasks as described in the Service Agreement. Payment would be made against monthly invoices as provided by the Consultant.

This is a budgeted project, and funds will be available in account line number 140200.530460. Information Technologies
Department/Telecommunications Division and Fiscal Services
Department/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

☒ SOLE SOURCE

☐ PROPRIETARY SOURCE

Date Requested: 09/28/2005

Requisition No.: OC800232

Requestor: Gregory A. Holcomb

Telephone/Ext.: 1005

Department/Division: Information Technologies Telecommunications

Description of Products/Services: Yearly Motorola Maintenance Contract

Make Various Manufacturer Motorola Model# Various

Justification of Need (Please attached additional information as appropriate): Yearly maintenance contract for the county-wide communications system /800 MHz and various components. This equipment is Motorola and must be supported and maintained by Motorola.

Does the requirement comply with the sole/proprietary source as described in Section 220.4 (nnn)? ☒ Yes ☐ No

Proposed Vendor: Motorola Inc Phone# 407.786.5277

Other Companies contacted: (Attach documentation of each firm contacted)

Approval Process:

Requesting Division Manager's Signature: _____ Date: _____

Requesting Department Director's Signature: _____ Date: 10/3/05

Purchasing and Contracts Division Determination:

Analyst Determination: Concur ☐ Yes ☐ No

Supervisor Determination: Concur ☒ Yes ☐ No

Date: _____
Revised Date: 10/3/05

Comments: _____

Purchasing and Contracts Manager Determination: ☒ Approval ☐ Disapproval

Manager Signature: _____ Date: 10/3/05

Comments: _____

Purchase Order No.: _____

Amount of Purchase: \$ 264,776.12

**MAINTENANCE AGREEMENT FOR COUNTY-WIDE COMMUNICATIONS SYSTEM
(M-232-05/BLH)**

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **MOTOROLA, INC.**, a Delaware corporation, having its principal place of business at 1301 East Algonquin Avenue, Schaumburg, Illinois 60196, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the COUNTY has requested a proposal for a maintenance and service plan and other support services for the COUNTY-wide communications system; and

WHEREAS, CONTRACTOR responded to the COUNTY's request and has certified that it is competent and qualified to provide the support services, maintenance, and related professional services according to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and CONTRACTOR agree as follows:

SECTION 1. DEFINITIONS.

- (a) "Agreement" means this Agreement and its Attachments.
- (b) "Attachments" means documents that incorporate the terms of this Agreement.

(c) "Equipment" means, collectively and in part, the communication equipment specified in the Attachment and the communications equipment subsequently added to this Agreement.

(d) Services defined:

1. COUNTY agrees to provide services for the Equipment as specified in the Attachments subject to the terms and conditions stated in the Statement of Work ("Service") attached hereto as Exhibit "A". The Equipment will be serviced by CONTRACTOR in accordance with the following standards: (i) Motorola parts or parts of equal quality will be used; (ii) the Equipment will be serviced at levels set forth in Motorola's product manuals; and (iii) routine service procedures prescribed from time to time by Motorola for its products will be allowed.

2. COUNTY agrees that during the term of this Agreement all communication equipment purchased by COUNTY from CONTRACTOR ("Additional Equipment") that is part of the same communications system or of similar type as the Equipment covered under this Agreement will be added to this Agreement by CONTRACTOR, unless the COUNTY requests otherwise in writing. CONTRACTOR may also provide additional services ("Above-Contract Services") at COUNTY's request. All Services for Additional Equipment and Above-Contract Services are subject to the terms and conditions in this Agreement and will be billed at CONTRACTOR's then applicable service rates. COUNTY will not be charged for warranty services provided under an Equipment warranty during the term of that warranty.

3. Upon written request, COUNTY may remove Equipment from this Agreement. However, COUNTY agrees to purchase Service for a minimum period of twelve (12) consecutive months for each piece of Equipment covered under, or later added to, this Agreement, unless the Agreement sooner expires, or unless the Equipment is lost, stolen or damaged beyond repair.

4. All Equipment must be, and COUNTY warrants that all Equipment is, in working order on the Start Date of the Agreement. Equipment subsequently added to this Agreement must be, and COUNTY warrants that such Equipment is, in working order at the time the Equipment is added to the Service Date, or prior to the time the Equipment is added to the Agreement.

5. COUNTY must indicate in the Attachments any Equipment that is labeled intrinsically safe for use in hazardous environments so that appropriate parts and procedures may be used to maintain such status.

6. If any Equipment is lost, damaged, stolen or removed from Service, COUNTY must immediately notify CONTRACTOR in writing. COUNTY's obligation to pay Service Fees for such Equipment will terminate at the end of the month in which CONTRACTOR receives such written notice.

7. If Equipment cannot, in CONTRACTOR's opinion, be properly or economically Serviced because of, but not limited to, excessive wear, deterioration, unavailability of parts, the state of technology, or the practical feasibility of the Scope of Services, as specified in the Attachments or CONTRACTOR's Statement of Work,

CONTRACTOR, at its sole option, but after consultation with the COUNTY, may: (i) modify the Scope of Services related to such Equipment; (ii) remove such Equipment from this Agreement; or (iii) increase the price to Service such Equipment. CONTRACTOR's inability to provide Services for the aforementioned causes is not a breach of CONTRACTOR's obligations under this Agreement.

(e) Service does not include the repair or replacement of Equipment that has become defective, malfunctions or becomes damaged due, but not limited to, the following causes: use of Equipment in other than its normal and customary manner; liquid or chemical damage; physical or electronic abuse or misuse; vandalism, accident or neglect; acts of God, lightning, fires or other casualty; causes external to the Equipment including electrical power failure, surges or anomalies, and inadequate temperature or humidity control; improper or unauthorized disassembly, testing, operation, maintenance, installation, modification, adjustment or repair; environmental conditions not conforming to the Equipment.

1. Unless specifically included in the Attachments, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Where a transmission medium, such as, but not limited to, telephone lines, E-911 lines, local area networks (LANs), wide area networks (WANs), internet, world wide web, optical fibers, satellite data paths, or other interfacing system is used in conjunction with the Equipment, CONTRACTOR has no obligation or responsibility for such transmission medium or for Equipment

malfunction caused by the transmission medium. Upon request, CONTRACTOR agrees to assist the telephone company or other third party at CONTRACTOR's then current rates for such service.

2. Unless specifically included in the Attachments, Service does not include replacement, installation, maintenance or repair of items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, cassettes, type elements, and computer supplies. Service also does not include replacement of antenna, belt clips, speaker microphones, or battery chargers on portable radios.

3. Unless specifically included in the Attachments, Service does not include reprogramming or repairs to optional accessories, custom or special products (SPs), modified units, and non-standard software.

4. Service does not include repairs to Equipment located in an environment, as determined by CONTRACTOR, that is hazardous to the safety or health of CONTRACTOR's employees, agents or subcontractors.

SECTION 2. TERM. This Agreement shall be effective, notwithstanding the date of its execution by the parties, for a period of one (1) year from October 1, 2005 to September 30, 2006, unless otherwise terminated, as set forth in this Agreement and may be renewed by mutual agreement of the parties for five (5) additional one (1) year terms.

SECTION 3. SCOPE OF SERVICES. The COUNTY retains CONTRACTOR to perform all work, provide all Equipment, furnish professional services

and perform those tasks set forth in this Agreement and its Attachments. This Agreement and its Attachments are to be considered as one and whatever is called for by any one of the documents shall be binding as if called for by all.

SECTION 4. COMPENSATION.

(a) The COUNTY hereby agrees to compensate CONTRACTOR for the complete performance of its obligation to provide maintenance and service to COUNTY; for all loss or damage arising out of the nature of the work; from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work; and for all risks of every description connected with the work for the total purchase price of THREE HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$364,776.00).

(b) On or about the date each payment is due, CONTRACTOR will send COUNTY an invoice covering the Service Fees for the next payment period. All other charges will be billed monthly, and COUNTY must pay each invoice within thirty (30) days of the invoice date to the CONTRACTOR's office designated by CONTRACTOR. Each invoice will be due and payable whether or not the Equipment is operating, and CONTRACTOR may terminate this Agreement by giving COUNTY thirty days prior written notice if COUNTY fails to timely pay as required herein. COUNTY agrees to reimburse CONTRACTOR for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by any Federal, State or local government with

respect to this Agreement, except income, profit and franchise taxes of CONTRACTOR.

SECTION 5. TIME AND PLACE OF SERVICE. Service will be provided at the location(s) specified in the Attachments. Where Services are to be performed at the Equipment's location, COUNTY agrees to furnish shelter, heat, light, power and necessary equipment, except that normally supplied by CONTRACTOR, at no charge. COUNTY also agrees to provide full and free access to the Equipment and no waiver of liability by CONTRACTOR against COUNTY or other restrictions will be imposed by COUNTY as a site access requirement. In addition, COUNTY agrees to fully cooperate with CONTRACTOR and provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that CONTRACTOR deems is reasonably necessary to enable CONTRACTOR to perform its obligations under this Agreement. Unless otherwise specified in the Attachments, the hours of Service will be the standard business hours of 8:30 a.m. to 4:40 p.m., excluding weekends and holidays.

SECTION 6. FEDERAL COMMUNICATIONS COMMISSION (F.C.C.) LICENSE AND OTHER AUTHORIZATION. COUNTY is solely responsible for obtaining licenses or other authorizations required by the F.C.C. or any other Federal, State or local government agency and for complying with all rules and regulations required by such agencies. Neither CONTRACTOR nor any of its employees is an agent or representative of COUNTY in F.C.C. or other governmental matters. CONTRACTOR may, however, assist COUNTY in preparing any license application.

SECTION 7. OWNERSHIP OF INTELLECTUAL PROPERTY AND PUBLIC RECORDS LAW.

(a) Nothing contained in this Agreement or elsewhere will be construed to grant directly, or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of, or related to, the products sold or Services performed under this Agreement.

(b) CONTRACTOR acknowledges COUNTY's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials provided to the COUNTY under this Agreement and that said Statute controls over the terms of this Agreement.

SECTION 8. EXCUSABLE DELAY AND DEFAULT. Neither party shall be liable when delays or defaults arise out of a cause beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to, acts of God or the public enemy, government action or failure to act, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts, or unusually severe weather. The party who has been affected by an excusable delay shall immediately give notice to the other party of such circumstances.

SECTION 9. INTERRUPTION OF SERVICE. COUNTY must notify CONTRACTOR or CONTRACTOR's subcontractor immediately of any Equipment

failure. CONTRACTOR will respond to COUNTY's notification in a manner consistent with the level of service purchased, as indicated in the Attachments. In the event that CONTRACTOR does not repair the Equipment within a reasonable time, CONTRACTOR will provide COUNTY with a credit based upon the Service Fee for that particular Equipment and the amount of time the Equipment is unusable due to CONTRACTOR's delay in completing the repair of the Equipment.

SECTION 10. TERMINATION.

(a) This Agreement may be terminated by either party for cause, upon thirty (30) days written notice.

(b) In the event that either party declares default for failure to perform under this Agreement, then the defaulting party shall have thirty (30) calendar days to cure the default.

SECTION 11. INDEMNITY PROVISION.

(a) CONTRACTOR agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or relating to the negligence of the CONTRACTOR in the provision of Services.

(b) Subsection (a) above shall not be construed to require the CONTRACTOR to indemnify and defend the COUNTY, its officers or employees for acts, omissions or negligence of the COUNTY, its officers or employees.

SECTION 12. LIMITATION OF LIABILITY.

(a) The limitations of liability set forth in this Section apply only to the extent permitted under Florida law; otherwise the limitations are void.

(b) Except for personal injury or death, the CONTRACTOR's total liability, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, is limited to SEVEN HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$729,552.00) (= the value of the Agreement x 2) the Contract for Services. The COUNTY's sole remedy is to request the CONTRACTOR, at the COUNTY's option, to refund the price of the Contract for Services. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental or consequential damages to the full extent such may be disclaimed under Florida law.

SECTION 13. INSURANCE.

(a) CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide to COUNTY the protection contained in this Section.

(b) Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida by Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida and which maintain a Best's Rating of "A" or better and a Financial Size Category of VII or

better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by 440.57 Florida Statutes.

(c) CONTRACTOR shall specifically protect COUNTY by naming COUNTY as an additional insured on a Certificate of Insurance. Such policies shall contain, at a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for injuries, including accidental or wrongful death of any one person, and subject to the same limit for each person, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) on account of any one occurrence.

(2) Property Damage Insurance. CONTRACTOR shall carry liability limits in an amount not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for property damage on account of any one claim and in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for property damages on account of any one occurrence.

(d) Prior to the commencement of work hereunder, CONTRACTOR shall furnish to the COUNTY a certificate of the above required insurance. CONTRACTOR agrees to reissue such certificate as it expires during the period CONTRACTOR is obligated to perform under this Agreement.

(e) The maintenance of the insurance coverage set forth herein shall not be construed to limit CONTRACTOR's liability under the provision of the indemnification clause.

(f) CONTRACTOR agrees to insert the substance of this clause, including subsection (f) in all subcontracts hereunder.

SECTION 14. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 15. ASSIGNMENTS. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 16. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 17. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR, including its officers, employees and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 18. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 19. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 20. ENTIRE AGREEMENT.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 21. UNAVAILABILITY OF FUNDS. If the COUNTY shall learn that funding cannot be obtained or cannot be continued at a level sufficient to allow for these services specified herein, this Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the CONTRACTOR at its address specified hereinafter. The COUNTY shall not be obligated to pay for any services provided by the CONTRACTOR after the CONTRACTOR has received notice of termination.

SECTION 22. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 23. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

SECTION 24. SEVERABILITY OF INVALID PROVISION. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, through not expressly prohibited, or against public

policy or shall for any reason whatsoever, be held invalid then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 25. GOVERNING LAW.

(a) This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Florida.

(b) In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 26. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by overnight mail with receipt, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Telecommunications Division
1101 E. First Street
Sanford, Florida 32771

For CONTRACTOR:

Motorola, Inc.
Attn: Contract Administration Department
85 Harristown Road
Glen Rock, New Jersey 07452

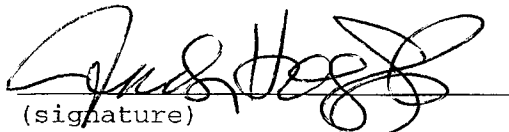
Either of the parties may change, by written notice, as provided herein, the addresses or persons for receipt of notices.

SECTION 27. WAIVER. Failure or delay on the part of either party to exercise any right or power under this Agreement shall not operate as a waiver of any right or power under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:

MOTOROLA


(signature)
Judith H. Jean-Pierre

(print name)

its: Assistant Secretary

(CORPORATE SEAL)

By: 
(signature)

Robert C. Wartmann
(print name)

its: Director of Sales

Date: _____



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

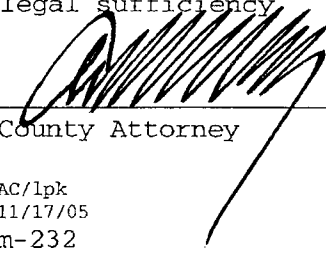
By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.



County Attorney

AC/lpk
11/17/05
m-232

Attachment:

Exhibit "A" - Statement of Work



Ver 4.8 Build 1000

SERVICE AGREEMENT

Attn: National Service Support
1307 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Date: 4/28/2004

Agreement Order # : _____

Supersedes Agreement #(s) : 318000479....

Company Name: Seminole Board of County CommissionersAttn: Telecommunications DivisionBilling Address: 150 Bush Blvd.City, State, Zip: Sanford, FL 32773Customer Contact: Greg HolcombPhone: 407-665-5109Fax: 407-665-5035Required P.O.: NoCustomer # : 1000306218Bill to Tag # : 0001Contract Start Date: 10/1/2005Contract End Date: 9/30/2006

Anniversary Date: _____

Payment Cycle: Monthly ExtTax Exempt: YesPO # : N/A

Qty	Model/Option	Description	Monthly Ext	Extended
		Total Services:	\$30,398.01	\$364,776.12
	SVC01SVC1424	Onsite Infrastructure Response with Local Dispatch Service		
	SVC01SVC1420	SP - Local Infrastructure Repair		
	SVC01SVC2012	SP - Contract Administration Services		
SUBTOTAL - RECURRING SERVICES			\$30,398.01	\$364,776.12
SUBTOTAL - ONE-TIME EVENT SERVICES				\$0.00
TOTAL			\$30,398.01	\$364,776.12
TAXES			\$0.00	\$0.00
GRAND TOTAL			\$30,398.01	\$364,776.12
THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.				
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS				
Exhibit B - Service Agreement, Exhibit B1 - Statement of Work, Exhibit B2 - Equipment List, Exhibit B3 - Preventative Maintenance Schedule, Exhibit B3.1 - Escalated Contacts, Exhibit B4 - Maintenance and Support Agreement, Exhibit B4.1 - Support Plan, Exhibit B4.2 - Support Plan Option and Pricing Worksheet, Exhibit B4.3 - Current Billable Rates				
SUBCONTRACTOR(S)			CITY	STATE
Wireless Technology Equipment Company			Orlando	FL

I received Statements of Work that describe the services provided on this Agreement.
Motorola's Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

Greg Holcomb

CUSTOMER (PRINT NAME)

Customer Support Manager

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

Luis R. Alba

407-323-6938

407-302-7624

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

FAX

Statement of Work

Radio Maintenance Plan Details for Seminole County

Government & Enterprise Mobility Solutions

August 22, 2005



MOTOROLA

Table of Contents

I. DEFINITIONS	2,3
II. MAINTENANCE SUPPORT ORGANIZATION	4,5
A. Division Support	4
1. Motorola Customer Support Manager/Account Manager	4
2. MSS Team Leader	4
3. MSS Service Technician	4
4. Field Technical Representative (FTR)	5
B. Depot System Support Services	5
III. MAINTENANCE PLAN	6
A. Fixed Equipment Repair Service	6
1. Request For Service	6
2. Repair Of Equipment	6
3. Field Replaceable Units (FRU's)	6
4. Board Repair	6
5. Replacement Parts	6
6. Hours of Service	6
7. Response Times	7
8. Restoration Times	7
9. Test Equipment, Tools, And Vehicles	7
10. Site Grounding	7
11. Site Access	7
12. Preventative Maintenance	7
13. Equipment Additions	7
B. Subscriber Equipment Repair Service	7
IV. EXCLUDED SERVICES	8
V. SPARE SERVICE EQUIPMENT	9
VI. CUSTOMER RESPONSIBILITIES	10,11
VII. PAYMENT FOR EXTRA SERVICES.	12
VIII. PREVENTATIVE MAINTENANCE PROCEDURES	13

PURPOSE STATEMENT

Motorola submits this Statement of Work subject exclusively to its terms and conditions as set forth in the attached Service Agreement. Any additions or modifications to Motorola's Service Agreement must be in writing and signed by an authorized signatory of Motorola.

MOTOROLA has created the following maintenance plan with the goal of maximizing system availability to allow Seminole County to provide its' radio users with the highest quality and most reliable communications possible.

I. Definitions

- A. Alarm: any malfunction of the System, whether major or minor.
- B. Contract: defined as the Service Agreement contract.
- C. Customer: Seminole County or Seminole County Dispatcher or other duly authorized Seminole County representative.
- D. Hardware Service: service to Seminole County Radio Communication System infrastructure hardware items provided by Motorola.
- E. Hardware: one or more items of the communications infrastructure equipment that comprise the Seminole County Radio Communication System or the County owned mobile data system.
- F. Loss: total, partial or intermittent impairment.
- G. Major Alarm: Defined as:
- Failure of any Primary or Secondary Controller
 - Loss of Simulcast Capabilities
 - Loss of Trunking Capabilities
 - Loss of a Site
 - Loss of Microwave Hop
 - Loss of 4 Voice Channels
 - Loss of 2 Control Channels
 - Failure of any Console Operator Position to include an IDLE condition displayed on the consoles
 - Failure of the CEB
- H. Minor Alarm: defined as any failure which does not materially impair the performance of the system. End users would not be aware this type of problem exists. The repair of minor alarms will be reported to Seminole County after such repairs are corrected.
- I. Ancillary Equipment: For the purpose of this maintenance plan, ancillary equipment is defined as:
- ANTENNA SYSTEM - Antennas, RF jumpers, LNA's, Transmission Lines, Connectors, Grounding Kits, RF Surge Protectors, Towers, Tower Lighting, and Tower Light Alarm Controllers.
 - DC POWER SYSTEM - Rectifiers, Batteries, Regulators, Low Voltage Disconnects, DC Distribution Panel, Breakers, and DC Surge Protectors.
 - AC POWER - All components of the incoming commercial AC power system up to and including the AC Distribution panel and breakers, All wiring from the breaker panel to the load, AC Surge Protector, Generator, Transfer Switch, Generator Fuel Tank, and Fuel Regulation/Distribution system.
- J. Site Defects: Building shelter, Heaters, Air Conditioners, Fans, Lights, Alarm Sensors (Smoke Detector, Hi-Lo Temp, Entry, AC Fail, Etc.), and Grounding System.
- K. Operating System: programs which allow computer hardware to operate and to interface with application processes.
- L. Response Time: defined as the time from the receipt of Seminole County's request for service until a Motorola Service Technician arrives on site or accesses the equipment remotely by telephone after notifying the department who requested the service.

- M.** Service: any system support service provided by Motorola pursuant to this Agreement.
- N.** Software: one or more items of the Applications or Operating System software including but not limited to utility scripts and interface programs.
- O.** System: shall be defined as The Seminole County Radio Communication System fixed equipment sold and installed by Motorola including the mobile data infrastructure, the AVer-Tech server and the SCA server.
- P.** Work Day: One eight hour time period worked, within a twenty-four hour time period, that has been planned in advance and is considered to be the normal time period during which work is performed by a particular individual. This is based on Seminole County's 8-5 Monday through Friday work day.
- Q.** Work Week: The workweek is five consecutive days of eight hours per day and forty hours per week, based on Seminole County's 8-5 Monday thru Friday.
- R.** Overtime: Time worked in excess of eight hours in any one day or on any one shift or in excess of forty hours worked in any calendar week and all hours worked on holidays designated by this agreement.
- S.** Normal Wear and Usage: Normal wear and usage is defined as the gradual deterioration of components which affects the normal operation of the equipment.
- T.** Acronyms:
- CSR - Customer Service Request
 - ETA - Estimated Time of Arrival
 - FRU - Field Replacement Unit
 - MSCS - Motorola Service Computer System
 - OEM - Original Equipment Manufacturer
 - SSC - System Support Center
 - FNE - Fixed Network Equipment
 - MSS – Motorola Authorized Service Provider
 - ST – Motorola Systems Technologist

II. Maintenance Support Organization

A. Division Support

Motorola has developed a maintenance plan and assigned a Support Team to maintain The Seminole County Radio Communication System. The member groups of this System Support Team follows.

A list of the local individuals assigned to these positions will be maintained by Motorola with an updated copy provided to Seminole County within one week, each time there is a change. The exact quantity of individuals may vary from time to time, but will not degrade the service, as required to meet the requirements of this Statement of Work. An escalation list shall be provided and maintained to include a notification procedure.

1. Motorola Customer Support Manager/Account Manager

The Customer Support Manager and Account Sales Manager will work as a team to ensure all required service is being provided to Seminole County. This Motorola field team plays an important role in the service process. As liaison, he/she ensures that contract obligations are being met and that the correct resources are being utilized to correct any system service issue.

2. MSS Service Manager

The MSS Service Manager will work directly with Motorola and Seminole Counties representatives to ensure quality of service, and will direct the day to day technical support activities toward the overall maintenance of the Seminole County system. The Team Leader may perform the following:

- Coordinate service activities and ensure compliance of system service provided under contract.
- Oversee preventive maintenance activities.
- Manage emergency repair efforts and escalation procedures
- Maintain accurate records and service history statistics.
- Review service information and quality reports generated by the system service database and provide feedback to Seminole County on repair and maintenance protocols.
- Make adjustments to improve efficiency of the service program.
- Provide the Support Team with updated service information, training and engineering assistance, and computer resources.
- Provide the County with technical recommendations to improve system performance.
- Notify regional ST's for complex system issues
- Uphold all Motorola quality standards procedures

3. MSS Service Technician

The vast majority of our MSS technicians are either FCC licensed or have an industry technical certificate. Training is normally provided at Motorola resident schools or locally by Field Technical Trainers as new products are introduced, or as requested by WTEC. Through Motorola's assessment program, all service center technicians are expected to be properly trained and this information is tracked in Motorola's national database. This action provides that each technician has the opportunity to stay abreast of new products and development. Forty hours of technical training per year per technician remains an active goal. The technicians training records could be provided upon request of the county.

WTEC experienced Service Technicians are fully certified through Motorola's Factory Training programs. Their experiences include:

- VHF and UHF Communications Systems
- Conventional Simulcast Systems, Simulcast Paging Systems
- Motorola SMARTNET 800 MHz, Simulcast Communications Systems
- Trunked System Management Terminals and Operations

- CENTRACOM Dispatch Consoles(E911)
- Microwave and Mobile Data Systems
- Motorola SMARTZONE/ASTRO, Simulcast digital systems

4. System Technologist Representative (ST)

Additional support to you is provided by our ST group for the resolution of complex system issues (infrastructure based) when the system is under a Motorola Service Agreement. ST's receive extensive formal and on-the-job training to stay up-to-date on new products and technology. This training averages 160 hours per ST per year. ST support for system maintenance is provided at no additional cost to the maintenance agreement.

5. Depot System Support Services

The System Support Center offers comprehensive service to Motorola Authorized Service Centers at a single contact point, 24 hours a day, 7 days a week. The SSC's consolidated services include:

- Dispatching of qualified technicians
- Escalation Management
- Telephone Technical Consultation
- State-of-the-art Automated Test Equipment
- Component-level board repair

Motorola's System Support Center is organized and staffed to provide depot-level support for non-field repairable items for the Support Team assigned to the maintenance of The Seminole County Radio Communication System. Subscriber unit repairs are provided at Motorola's Elgin, IL Service center.

III. Maintenance Plan

The system support provided by Motorola's maintenance plan shall consist of Motorola's response to Seminole County's notification of a system failure or system alarm, equipment repair/alarm and preventative maintenance.

A. Fixed Equipment Repair Service

1. Request for Service

Seminole County will contact the Motorola authorized service center (MSS) at (407) 331-7344 to request service on fixed or subscriber equipment.

2. Repair of Equipment

Repair shall be defined as the best-effort required to restore to normal operating condition any equipment covered under this contract which has become defective through normal wear and usage. Repair shall consist of the labor, supervision, transportation and parts required to restore defective equipment to normal operation.

3. Field Replaceable Units (FRU's)

Equipment modules or boards will be replaced wherever possible with Seminole County provided FRU's or spare equipment in an effort to restore the system to proper operation in the least amount of time. The exact quantity of spare equipment and FRU's inventory will be mutually determined based on facility location and equipment priority.

4. Board Repair

The depot repair function, within the System Support Center will repair those FNE items that are not field repairable, product group designated repair items, and drop shipped items.

Return Procedures: The Seminole County System maintenance strategy is based upon providing the WTEC field technician with the resources required to resolve any site operational problem or outage primarily by module or board replacement. To accomplish this goal efficiently, an ample supply of spares and a plan that will assure a reduced turn around time for repair will be utilized. The WTEC Field Technician will return the faulty unit with a completed copy of the work ticket properly documenting all site specific outage information to the System Support Center. Upon receipt, the SSC Depot Repair will create a System Support Center computerized work ticket to track the repair process of the faulty module. After the module has been repaired and tested by the SSC or an OEM vendor it will be returned to the SSC FRU inventory, if applicable or the proper service facility.

5. Replacement Parts

Due to the diversity of models, age, and original equipment manufacturers, restoration is subject to the availability of replacement parts. Motorola will use its best efforts to provide the necessary replacement parts for radio equipment that has become defective due to normal wear and usage. Motorola will explore cost effective alternative solutions with Seminole County for those replacement part items that may become no longer available.

6. Hours of Service

Fixed equipment shall be repaired on a twenty-four hour per day, seven days per week basis for major failures.

LABOR FOR REPAIRS THAT CAN BE ACCOMPLISHED 8-5 MONDAY THROUGH FRIDAY WILL BE DONE UNDER CONTRACT WITH NO ADDITIONAL TIME CHARGED, TO INCLUDE LABOR FOR EQUIPMENT REPAIR/REPLACEMENT DUE TO LIGHTNING DAMAGE.

7. Response Times

Maintenance service personnel shall **NOTIFY BY TELEPHONE WITHIN 30 MINUTES** and be on the site within two (2) hours of notification of the major failure of any piece of Public Safety fixed equipment and four (4) hours for non-Public Safety fixed equipment.

8. Restoration Times

Restoration will be made within (4) four hours after site arrival for all reported major failures for Public Safety fixed equipment and best effort for all non-Public Safety fixed equipment. This requirement may be met by temporary or permanent repairs or temporary or permanent equipment replacement and is subject to the availability of a FRU or spare unit or sub assembly.

9. Test Equipment, Tools, and Vehicles

All test equipment, tools, and vehicles required for proper service of Seminole County systems will be provided by Motorola or its authorized subcontractors.

10. Site Grounding

All equipment sites must meet or exceed Motorola's grounding standards found in the R-56 Motorola Site Grounding Manual. Costs associated with meeting this requirement are the responsibility of Seminole County. **Motorola at the counties request can provide a quote to bring any and all sites to R-56 complaint. These tests should be done every time major work has been performed at any given site.** If a site that has been brought up to R-56 standards has work performed to it by the MSS, the MSS will be responsible for verifying that the specific work performed meets R-56 standards. The MSS will not be responsible for making R-56 related corrections or adjustments to any work not directly performed by them.

11. Site Access

Seminole County will provide Motorola with complete and free access to all equipment sites to be serviced seven days per week, 24 hours per day, including holidays, without escort requirements. Seminole County will provide escort when deemed necessary to provide safety for the servicing technician. MSS will comply with County Security Policy as it relates to the response or repair to all sites and locations that the county has provided access controlled devices, including any computer related access involving the use of passwords. County will provide MSS with a copy of Security Policy and will be responsible of maintaining the MSS informed of any changes to such policy.

12. Preventative Maintenance

A Preventative Maintenance inspection may include but is not limited to: transmitter power output, reflected power, frequency, modulation level, CTCSS frequency and modulation level, received sensitivity, and power supply voltages. Checklists will be followed for fixed equipment and systems. This information will be kept on file for quality control purposes. Motorola will perform preventative maintenance as indicated in Appendix B to maximize system availability. These PM's reports will be provided to county as they are performed to the system components.

13. Equipment Additions

Motorola may add radio equipment expiring from warranty to the service agreement at current contract rates upon written notification to Seminole County. Equipment not added to the contract may be repaired but on a time and material basis at the contact hourly rate. All equipment needing to be added to the maintenance agreement in the next contract period will be identified prior to October 1st and priced out for the County. Any equipment provided by Motorola and that has like equipment on contract and not identified will be covered without rate adjustment.

B. Subscriber Equipment Repair Service

Seminole County will be responsible for all Subscriber repair service

IV. Excluded Services

- A. Services to equipment not supplied by or under contract to Motorola.
- B. Third Party Software for the AVeL-TECH AVL system and all other non-Motorola data system not covered under this agreement.
- C. Services to hardware which has become defective through other than normal wear and usage will be billed at the contract labor rate in effect at the time plus parts. Abnormal wear and usage is defined as but not limited to:

Accidents, physical or electronic misuse or abuse, liquid damage, acts of God and fires;
Unauthorized attempts by Seminole County or third parties to repair, maintain or modify the system or unit; Causes external to the system, including electrical power failure or anomalies, inadequate temperature or humidity control; radio frequency interference (RFI) or insufficient site grounding.
- D. Relocating hardware or other equipment, or adding or removing accessories, attachments or other devices beyond the scope delineated herein, without the assistance of Motorola or it's authorized MSS technicians on-site.
- E. Services to the hardware or system which are necessary because of unauthorized relocation, reinstallation, or other activities that have altered the hardware or system; or because of other unauthorized connection of the hardware or system to other equipment, machines or devices; or because of unauthorized alterations to other equipment, machines or devices to which the hardware or system is connected.
- F. Services to hardware installed by non Motorola MSS's or Motorola directly which is located in an environment that has become hazardous to the safety or health of Motorola employees, agents or subcontractors.
- G. Services to UPS's, AC electrical and DC converters above and beyond first echelon level.
- H. Services and replacement parts for facilities, antennas & transmission line, tower, and tower lighting that is not installed or on separate maintenance agreement with Motorola beyond the scope delineated herein. The removal & re-installation of tower mounted pre-amplifier. However, Motorola or it's authorized MSS will oversee the tower climb, installation, repair, and removal of the tower mounted pre-amplifiers.
- I. Equipment outages or damage that is caused by fire, flooding, lightning, commercial power surges, vandalism, physical abuse other acts of God and any other external influences.
- J. Equipment shelters HVAC compressors, tower paint and galvanizing, batteries.
- K. Computer supplies, such as printer paper, printer ink, ribbons, cartridges, or magnetic storage media.
 - K.2. Parts external to the radio equipment such as the Antenna Systems, and DC power systems as they relate to Microwave power
 - K.3. Any power related components of building HVAC, or other ancillary equipment considered a permanent part of the building and or its structure. Services to these items above will be billed to Seminole County as required.
- L. Battery (DC) voltage readings could be taken at the microwave equipment panel and a visual inspection performed and recorded during scheduled preventative maintenance schedule. Individual battery or cell readings will not performed by MSS. This function is the responsibility of Seminole County.

V. Spare Service Equipment

- A.** Motorola/WTEC will store the spare Field Replacement Units (FRU'S) at Seminole County owned locations in the cabinets that will be provided by the county. Motorola/WTEC will maintain the FRU inventory in these storage locations.
- B.** The Spare Equipment will be exchanged for failed or defective hardware, and repaired hardware may be used as spares.
- C.** Seminole County is responsible for the damage to spare FRU's, such as loaner units, in its possession. Where such loss or damage occurs, through no fault of Motorola or its agents or subcontractors, Seminole County shall bear the cost of replacement and or repair. County and Motorola has agreed with MSS and will keep store/inventory and control of the FRU's in a secure locking cabinets provided by the County. Motorola and its MSS will assume responsibility for the County's FRU. All Force Majeure events are not covered under this service.

VI. Customer Responsibilities

- A. Seminole County shall notify Motorola of a System Alarm or other need for equipment service by calling the service telephone numbers to be provided upon implementation of this maintenance plan.
- B. Seminole County shall have available and accessible to Motorola at least one staff person 24 hours a day, who is authorized to act on behalf of Seminole County with regard to a Motorola service response and if required, authorize service that might not be covered by this contract..
- C. Seminole County shall control electrical power and telephone lines at all service locations. Seminole County shall also control temperature, humidity and other site environmental conditions in accordance with the hardware manufacturer's specifications.
- D. Seminole County will be responsible for service repair and inspections of mobile and portable radios. This will include service and/or replacement of items such as batteries, antennas, accessories, speaker microphones, vehicle wiring, etc.
- E. Seminole County will be responsible for Inventory Control of mobile and portable radios as well as programming of all subscriber radios.
- F. Seminole County shall coordinate the repair and maintenance of all equipment not covered by this document including, but not limited to host computers, external site equipment, shelters, towers, etc..
- G. Seminole County shall provide to Motorola twenty-four (24) hour full and free access to the system, and or other restrictions imposed as a site access requirement shall be of no effect. Seminole County shall furnish electrical service to Seminole County-owned service locations, and shall permit Motorola to use necessary machines, communications facilities, features and other equipment. Motorola shall be responsible for providing services for their long distance telephone usage.
- H. Seminole County, if able to, shall provide Motorola, at Motorola's request, with information pertaining to the hardware and software elements of any system with which the System is interfacing that is necessary to enable Motorola to perform its obligations under this Agreement. Motorola agrees to maintain the confidentiality of any such information and shall sign a reasonable confidentiality agreement to that effect, if requested by Seminole County.
- I. Seminole County is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission (FCC) or any other Federal, State or Local governmental agency, although Motorola may assist in the preparation of license applications. Seminole County is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State or Local government agency. Motorola will advise and assist Seminole County in FCC or communication licensing issues.
- J. Seminole County is responsible for providing the Support Team with changes to the databases as may be required from time to time to diagnose and repair the system and components. The MSS will assist the County during restoration of the controller database when a major equipment failure occurs. The MSS technician will use the most current database media provided by the County. The County is responsible for the accuracy and the provision of the most current database version after a major equipment or system failure. Seminole County is responsible for service repair & software updates for equipment purchased and or installed by county or separate contractor.
- K. Seminole County and Motorola agree that employees and authorized subcontractors of Motorola may utilize workspace, as may be assigned from time to time by the County's Director of Information Technologies in the County's Department of Information Technologies, solely for the purpose of repairing and servicing the County's communications equipment and networks (hereinafter referred to as "Work Space"). County and Motorola agree that during the term of this, Motorola shall pay no rent or other moneys in connection with its usage of the Work Space.

- L.** During the term of this agreement, the County shall make all repairs and replacements to all structural portions of the Work Space, except for those repairs made necessary by negligent acts of Motorola or its employees. In addition, the County shall make all repairs to the interior of the Work Space which may be of a structural nature or which are caused by structural failures or movement, repairs to the interior of the Work Space made necessary by leakage of the roof, or by leakage of any utility installation; provided, however, that the County shall not be obligated to make repairs for any structural damage caused by the negligence of Motorola, its employees, or agents. Lawns, landscaping and shrubbery care and snow removal shall be the responsibility of the County.
- M.** The County shall furnish, supply and properly maintain for Motorola, the following services and equipment at the Work Space: heat and air conditioning, electricity, telephone services, adequate lavatories and toilets, hot and cold water for drinking, lavatory and toilet purposes and water necessary to operate the heating, hot water, plumbing and air conditioning systems. The MSS will maintain the previously described services and equipment in the condition in which they were provided. The County shall pay for all water, heat, gas, fuel, electricity, telephone service and all other services in the nature of utility services supplied to the Work Space for use by Motorola in support of the county system and equipment, together with any taxes thereon. Maintain an environment conducive to comfortable and clean working conditions , this includes all transmission and receiver sites. Providing the necessary workspace allows the MSS to respond and resolve to all system issues in a most effective and efficient manner according to and exceeding contract requirements. If the said workspace was not available to the MSS, in order to maintain the current level of response and resolution service, the County would incur the additional costs of receiving the Premier level of response and resolution service.

VII. Payment for Extra Services.

Upon request from Seminole County and at published rates in effect, Motorola will provide the following extra services and Seminole County agrees to pay promptly upon satisfactory completion of the service and receipt of accurate and timely invoice for all such authorized extra service.

- A.** Repair and restore to normal operating condition any communication equipment not provided and installed by Motorola, but forming a part of The Seminole County Radio Communications System(e.g.: facility management, telephone company, CAD etc...).
- B.** Make improvements in The Seminole County Radio Communication System sites which are possible as a result of technological improvements.
- C.** Other services that are otherwise not covered by this agreement.
- D.** Services to antennas, transmission lines, towers, tower lighting systems, facilities, HVAC, exterior grounding systems, telephone equipment, fiber optic equipment, batteries and other items external to the radio communications system equipment. Building service and generator power generation devices.

VIII. Preventative Maintenance Procedures

Preventative maintenance will be coordinated with Seminole County personnel by the WTEC Team Leader. Records will be maintained to document compliance with the PM Schedule and specifications. A copy of Preventative Maintenance work tickets will be supplied to Seminole County.

Various preventative maintenance checks are recommended to ensure equipment functionality and site integrity, while minimizing unplanned outages. It is recommended that these tests and checks be performed at not more than 6 month intervals on sites that have not required service for any other reason. Performing some of the PM checks described below may result in an outage for the site being verified. Seminole County personnel will be notified when a site is due to be checked, and must provide authorization to proceed prior to the site being taken out of service. All service effecting PM checks will be performed during planned service periods. After receiving notice to proceed from the County, Motorola MSS service technicians will perform the tests outlined in Attachment B.

System Diagnostics will be run daily and used to prioritize maintenance schedules for the day. A log of these diagnostics will be kept for review by Seminole County if requested.