

AGENDA ITEM 20

Consider approving service agreement with Rz Communications, a CISV vendor on the State contract for radio maintenance and repair for the County.

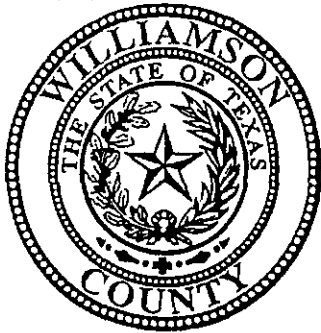
Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve service agreement with Rz Communications, a CISV vendor on the State contract for radio maintenance and repair for the County.

Vote: **5 – 0**

< Attachment >



WILLIAMSON COUNTY
JUDGE'S OFFICE
710 MAIN STREET, SECOND FLOOR
GEORGETOWN, TEXAS 78626

AGENDA ITEM REQUEST FORM

REQUESTING DEPARTMENT: AUDITORS DATE: 5/26/04

NAME OF REQUESTOR: GINNY ATKINSON

REQUESTED AGENDA DATE: JUNE 1, 2004

REQUESTED ITEM(S): _____

1. Consider authorizing advertising and setting date of June 23, 2004 at 2:00pm in the Auditor's Office to receive bids for radars for the Williamson County Law Enforcement Departments.
2. Consider approving service agreement with Rz Communications, a CISV vendor on the State contract, for radio maintenance and repair for the County.

approved 6-1-04
John C. Daehler

AGENDA ITEM REQUEST DEADLINE - 12 NOON ON THURSDAY

Rz Communications Service Agreement

The Rz Communications service agreement is entered into by and between Rz Communications and the customer named in this Agreement ("Customer").

Section 1 DEFINITIONS

"Agreement" means this Rz Communications Service Agreement and its Attachments, if any, which are attached hereto and incorporated herein by this reference. "Equipment" means the communication equipment that is specified in the Attachments or that is subsequently added to this Agreement.

"Service(s)" means those installation, maintenance, repair, support, training, and other services referred to both herein and in the Attachments.

Section 2 ACCEPTANCE

Customer agrees to accept the terms of this Agreement and to pay the prices set forth herein. The terms and conditions set forth in this Agreement and in the Attachments will become binding only when accepted in writing by Rz Communications. The term of this Agreement will commence on the date specified in this Agreement, including any Attachments ("Start Date").

Section 3 SCOPE OF SERVICES

- 3.1 Rz Communications will provide the Services generally described in this Agreement. Certain Services may require more particular description or definition, or may require detailed Statement(s) of Work. If particular descriptions or detailed Statement(s) of Work are required, and are therefore attached to this Agreement, Rz Communications and Customer hereby agree to be bound by any additional terms included in those Attachments, which are fully incorporated in this Agreement as set forth in Section 1.
- 3.2 Rz Communications may also provide additional services ("Additional Services") at Customer's request. Such Additional Services will be billed at Rz Communications' then-applicable rates for such services.
- 3.3 If Rz Communications is providing Services for Equipment: (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 that are prescribed from time to time by Motorola™ for its products will be followed.
- 3.4 All Equipment purchased by Customer from Rz Communications that is or becomes part of the same communications system as the Equipment covered under this Agreement ("Additional Equipment") will be automatically added to this Agreement and will be billed at the applicable rates after the warranty period has expired.
- 3.5 All Equipment must be in good working order on the Start Date or at the time the Equipment is added to this Agreement. Customer must provide a complete serial and model number inventory either prior to the Start Date or prior to the time the Equipment is added to the Agreement.
- 3.6 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 3.7 Customer must promptly notify Rz Communications in writing when any Equipment is lost, damaged, stolen, or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Rz Communications receives such written notice.
- 3.8 If Equipment cannot, in Rz Communications' opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or the practical feasibility of the scope of Services as specified in this Agreement, Rz Communications may (i) modify the scope of services related to such Equipment; (ii) remove such Equipment from the Agreement; or (iii) increase the price to Services such Equipment.
- 3.9 Customer must promptly notify Rz Communications of any Equipment failure. Rz Communications will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 4 EXCLUDED SERVICES

- 4.1 Service does not include repair or replacement of Equipment that has become damaged or defective due to physical or chemical misuses or abuse from causes such as, but not limited to, lightning, power surges, or liquids.
- 4.2 Unless specifically included in this Agreement, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. Rz Communications has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission media.
- 4.3 Unless specifically included in this Agreement, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tape, etc.
- 4.4 Unless specifically included in this Agreement, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or Special Products, modified units, or software.
- 4.5 Service does not include certification programs, software support, reprogramming of Software or modification to Equipment related to assuring the correct processing, providing, or receiving date data from, into, or between the year 1999 and the year 2000.

Section 5 RIGHT TO SUBCONTRACT/ASSIGNMENT

Rz Communications may assign its rights and obligations under this Agreement and may subcontract any portion of Rz Communications' performance called for by this Agreement.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location(s) specified in this Agreement. When Rz Communications performs service at Customer's location, Customer agrees to provide Rz Communications, at no charge, with a non-hazardous work environment with shelter, heat, light, and power with full and free access to the Equipment. Waivers of liability from Rz Communications and/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 that enable Rz Communications to perform its obligations under the Agreement. Unless otherwise specified in this Agreement, the hours of Service will be the hours of 8am to 5pm, excluding weekends and holidays.

Section 7 CONTACT

Customer and Rz Communications will provide one another with designated points of contact (list of names and phone numbers) that will be manned 8-5pm, Monday-Friday, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Rz Communications.

Section 8 PAYMENT

Customer agrees to pay Rz Communications for any work done outside the scope of Agreement. Rz Communications will invoice Customer on a case by case basis for such work. Customer must pay each invoice in US dollars within twenty (20) days of the invoice date.

Section 9 WARRANTY

Rz Communications warrants that the Services under the Agreement will be free of defects in workmanship and materials for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Rz Communications to re-perform the non-conforming Services or to be refunded, on a pro-rate basis, the fees paid for the non-conforming Services. RZ COMMUNICATIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 CERTIFICATION DISCLAIMER

Rz Communications specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an Rz Communications authorized signatory.

Section 11 DEFAULT/TERMINATION

- 11.1 In the event that any sum of money owed by Customer is not paid when due and remains unpaid for a period of thirty (30) days after receipt by Customer of written notice of such delinquency, Rz Communications may terminate this Agreement effective upon seven (7) days written notice.
- 11.2 Any termination of this Agreement will not relieve party of obligations previously incurred pursuant to this Agreement, including but not limited to payments which may be due and owing at the time of termination. Upon effective date of termination, Motorola will have no further obligation to provide Services.
- 11.3 All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement.

Section 12 LIMITATION OF LIABILITY

Notwithstanding any other provision, except for personal injury or death, Rz Communications' total liability for losses, whether for breach of contract, negligence, warranty, or strict liability in tort, is limited to the price from the previous twelve months of Services provided under this Agreement. IN NO EVENT WILL RZ COMMUNICATIONS BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 13 EXCLUSIVE TERMS AND CONDITIONS

- 13.1 Customer acknowledges that this Agreement supercedes all prior and concurrent agreements, whether written or oral, related to the Services performed. Neither the Agreement nor the Attachments may be altered, amended, or modified except by written agreement signed by authorized representatives of both parties.
- 13.2 In the event of a conflict between the main body of this Agreement and any Attachments, the main body of the Agreement will take precedence, unless the Attachment specifically states otherwise.
- 13.3 Customer agrees to reference this Agreement or any purchase order(s) issued in furtherance of this Agreement. Neither party shall be bound by any terms contained in Customer's purchase order(s), acknowledgments of other writing unless: (i) such purchase order(s), acknowledgments or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order(s), acknowledgments or other writings are signed by duly authorized representatives of both parties.

Section 14 PROPRIETARY INFORMATION; CONFIDENTIALITY

- 14.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Rz Communications' property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Rz Communications' request. Customer may not disclose, without Rz Communications' written permission, or as required by law, any such information or data to any such person, or use such information or data itself for any purposes other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

- 14.2 Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Rz Communications will be deemed secret or confidential. Rz Communications will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

Section 15 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with these rules and regulations required by such agencies. Neither Rz Communications nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 16 OWNERSHIP OF INTELLECTUAL PROPERTY

This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership of right or license under any Rz Communications patent, copyright, trade secret, or other intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 17 COVENANT NOT TO EMPLOY

During the term of this Agreement, and continuing for a period of two years thereafter, Customer agrees not to hire, nor to engage on contract, nor to solicit the employment of, nor to recommend to and third party of any Rz Communications employee or subcontractor with whom there is a contract during and assignment under this Agreement, without the prior, written authorization of Motorola. If, at any time, the provision is found to be overly broad under the laws of the applicable jurisdiction, this provision shall be modified as necessary to conform to such laws rather than be stricken hereforth.

Section 18 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawing, or other materials paid for or furnished by Rz Communications for the purposed of this Agreement will be and remain the sole property of Rz Communications. Customer will safeguard all such property while it is still in Customer's custody or control, be liable for any loss or damage to such property, and return in to Rz Communications upon request. Such property will be held by Customer for Rz Communications' user without charge and may be removed from Customer's premises by Rz Communications at any time without restriction.

Section 19 GENERAL TERMS

- 19.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- 19.2 This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.
- 19.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 19.4 Neither party is liable for delays or lack of performance from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.
- 19.5 Except for money due upon an open account, no action may be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action.
- 19.6 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER PARTY NOTIFIES THE OTHER OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY.

Addendum for Maintenance Agreement for Williamson County, TX

This Agreement provides for:

- 1. All inclusive coverage including replacement of batteries, standard antennas, cables, etc. on equipment covered under the terms of the contract that fails during ordinary usage. Specialized antennas (linebackers, elevated feed, disguise, etc.) and specialized accessory items (surveillance systems, external VOX microphones, noise reduction headsets, etc.) will be repaired or replaced at service center's ordinary pricing without labor charges.
- 2. Cost protection for repairs not covered by the scope of this contract (failures from other than ordinary usage) to the extent that the unit is repairable will be repaired for the service center's cost exclusive of any labor or freight charges.
- 3. Next day airfreight services for support needs such as depot returns or special order parts needed.
- 4. Replacement of batteries and portable radio antennas, limited to one per year per covered radio. Replacement is subject to service center's verification of battery or antenna's failed condition.
- 5. A retroactive charge to the origin date of the contract for any unit that may be presented for repair that is not included on this agreement's inventory schedule.
- 6. Maintenance for Williamson County's fleet and fleet records including alias, unit identifications, template assignments and unit identification reprogramming. Reprogramming jobs to be done at service center shop or at customer location only in accordance with pick-up/delivery calls or, at the discretion of service center, other area service calls. These records to be updated monthly and presented to an authorized Williamson County representative in electronic format.
- 7. Construction of new templates at flat rate of \$250 per template. Such new templates to be delivered to an authorized Williamson County representative in electronic format as requested.

Installation services provided by other than service center are subject to inspection and certification by service center as acceptable by ordinary industry standards. A charge to bring substandard installations to comply with ordinary standards will be made by the service center in accordance with its prevailing standard labor rates.

Descripton	Per Unit Per Month	Per Month
Low tier trunked mobile (i.e.: Maxtrac...)	\$5.75	
Mid tier trunked mobile (i.e.: LCS200...)	\$6.75	
High tier trunked mobile (i.e.: Spectra, MCS2000...)	\$8.00	
High tier trunked portable (ie: MTS2000...)	\$8.75	
OPITONS		
Battery Replacement	\$5.00	
Speaker Mic Replacement (NMN-6191)	\$6.75	
Necessary Field Service Including Radio Pick Up		\$325.00
System Management		\$425.00

Approved 6-1-04
John C. Dauphinais

AGENDA ITEM 21

Discuss and consider adoption of a property tax freeze for disabled citizens and citizens over the age of 65 pursuant to Article 8, Section 1 - b subsection (n) of the November 2003 Texas Constitution.

Commissioner Birkman asked that the **County Tax Assessor / Collector Deborah Hunt** come to Court to report on the implementation of this measure. It was noted by **Commissioner Birkman** that the Agenda Item should read "Article 8, Section 1 - b subsection (h)" instead of "Article 8, Section 1 - b subsection (n)."

Moved: **Commissioner Birkman**

Seconded: **Commissioner Hays**

Motion: To approve adoption of a property tax freeze for disabled citizens and citizens over the age of 65 pursuant to Article 8, Section 1 - b subsection (h) of the November 2003 Texas Constitution.

Vote: **4 – 1. Judge Doerfler** opposed.

AGENDA ITEM 22

Consider approving a Resolution Regarding Preservation of a Bridge.

Agenda Item 22 was moved to the meeting of June 8, 2004.

AGENDA ITEM 23

Consider approving a grant for the Williamson County Sheriffs Office Homeland Security Volunteer Unit.

Ed DelVecchio, Senior Group Leader of the Williamson County Sheriffs Office Homeland Security Volunteer Unit, addressed the Court, asking for the support of the Court to apply for a grant from the Texas Association of Regional Councils (TARC) as designated by the Office of the Governor and the Texas Engineering Extension Service (TEEX). None of the \$42,337 requested to train seventy-two volunteers will come from County funds.

Moved: **Commissioner Birkman**

Seconded: **Commissioner Boatright**

Motion: To support an application for a grant from the Texas Association of Regional Councils (TARC) for the Williamson County Sheriffs Office Homeland Security Volunteer Unit.

Vote: **5 – 0**

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