



June 1, 2012

Debra Williams, Deputy Director
Gila County Emergency Services
5515 S Apache Ave. Ste. 400
Globe, AZ 85501

RADIO COMMUNICATIONS MAINTENANCE AGREEMENT

The agreement provides maintenance, repair and/or replacement service of mobile, portable and repeater radio equipment located at Globe Arizona. This agreement covers the period from June 1, 2012 through May 31, 2013. The cost is based on the number of radio communications units in service at the monthly rates per the attached schedule dated 6/1/2012 (see M/A Contract attachment). This agreement includes on-site service covering all parts and labor for mobile and portable units listed and will be provided on site Monday through Friday between the hours of 8:00 am to 5:00 pm. This agreement includes on-site service covering all parts and labor for repeaters listed and will be provided on site seven days a week, twenty four hours a day. Pick up and deliverer of mobile and portable equipment is to be provided at the Gila County, Emergency Services facility located in Globe Arizona.

Installations and removals are not included within this agreement, however, will be provided at the prevailing contract rates and billed separately.

This agreement does not cover portable radio batteries, transmission line, radio station/ repeater antennas, radio installation, radio removal or radio programming except for program review/change performed during annual maintenance check.

In consideration of the Radio Communications Maintenance Agreement, Gila County Emergency Services will pay to Canyon State Wireless the following amount.

Monthly: \$ 458.75

Annually: \$ 5,505.00

Fred Goodwin
Branch Manager
Certified Service Manager

GILA COUNTY

Don E. McDaniel, Jr., County Manager

Date: 7/3/12

1. **Definitions.** For the purpose of brevity and uniformity all references to CSW in this agreement will be construed to mean Canyon State Wireless, Inc., an Arizona Corporation. All references to Licensee shall be construed as meaning and applying to FCC Licensee, or the User, or the Purchaser of the equipment to be serviced by the terms of this agreement.
2. **Work.** Canyon State Wireless (CSW) agrees to provide service for the Licensee of the equipment described on the Maintenance Contract beginning and ending on the dates indicated if the Licensee makes the payments specified. Mobile units will be removed and reinstalled in different vehicles at Licensee's request at the prices prevailing at the time. This agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the reverse side to this agreement. Such service may be furnished upon request at mileage, material, and labor rates prevailing at the time of each call. Service shall include the labor and parts required to repair equipment that has become defective through normal wear and usage. Service does not include the repair or replacement of equipment, which has otherwise become defective, including, but not limited to, damage caused by the accidents, physical abuse or misuse of the equipment, acts of God (such as but not limited to; lightning, flood, etc.), and fires. Upon receipt of a written request from Licensee, CSW will maintain units identical with any units covered by this agreement for the same monthly service fees and on the same terms and conditions set forth herein. In the event of loss, damage, theft or removal from service of any units the Licensee shall immediately report said loss, damage or theft or removal to CSW. In the event Licensee's obligation to pay service fees with respect thereto shall terminate at the end of the month in which CSW receives said report.
3. **Service Standards.** The equipment will be serviced by CSW or its preapproved subcontractor in accordance with these standards; (i) CSW parts or parts of equal quality will be used; (ii) oil, water, dust and foreign substances will be removed from the equipment (iii) the equipment will not be subject to mechanical abuse; (iv) the equipment will be serviced at levels necessary to provide the required communications; (v) routine service procedures prescribed from time to time by CSW for its equipment will be followed and (vi) all service work will be done by a qualified person or agency. The equipment will be inspected, adjusted periodically and as often as required.
4. **Time and place of service work.** Service work on the base stations and other fixed equipment shall be performed at the location of the equipment, and the Licensee shall furnish heat, light and power at these locations. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the attached Maintenance Contract. The Licensee shall give the CSW Service Station at least one days notice prior to delivery of a mobile unit for reinstallation.
5. **Payment.** On or about the date each payment is due as set forth on the attached Maintenance Contract, CSW will send the Licensee an invoice covering the monthly service fees for the next Payment Period plus all other charges for the preceding Payment Period, and the Licensee shall pay the amount of said invoice within twenty (20) days of its date to CSW at the CSW Area Office. Each invoice shall be due and payable whether or not the equipment is operating, and CSW may terminate this agreement by giving the Licensee thirty (30) days notice by certified mail if the Licensee defaults in its payment to CSW. The Licensee shall reimburse CSW for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed the authority of an Federal, State or local law, rule or regulation with respect to the service of the equipment except Federal income and profits taxes of CSW and State income and franchise taxes of CSW.
6. **Revision of fees.** After the "Date Service Ends" indicated on attached Maintenance Contract, CSW may revise the monthly service fees giving the Licensee written notice of the amount of the increase as indicated on the updated Maintenance Contract. Upon receipt of any such notice, Licensee will accept and agree any changes by making the payment in accordance with the CSW invoice. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable forthwith.
7. **Right to subcontract.** CSW shall have the right to subcontract in whole or in part the service work called for this agreement. However, CSW shall not be relieved of any liability under this agreement on account of a subcontract. CSW will notify the Licensee of the name and address of each subcontractor.
8. **FCC records.** Applications and statements of facts when required by the Federal Communications Commission must be subscribed sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. However, CSW will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation, and power measurements, to aide in meeting these requirements.
9. **Automatic renewal.** After the "Date of Service Ends" indicated on the attached Maintenance Contract, this agreement shall continue for successive additional periods of 1 month; provided that either CSW or the Licensee may terminate this agreement on the "Date Service Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated hereon.
10. **Interruption of Service.** Canyon State Wireless does not assume and shall have no liability under this agreement for failure to provide or delay in providing service for the equipment due directly or indirectly to causes beyond the control or without the fault or negligence of Communications- Canyon State Wireless including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, of the district of Columbia acts of the Licensee its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather conditions, or defaults of Communications- Canyon State Wireless subcontractors due to any such causes.
11. **Laws and Regulations.** This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.
12. **Waiver.** Failure to delay on the part of Canyon State Wireless or the Licensee to exercise any right, power or privilege hereunder shall not operate as waiver thereof.
13. **Prior negotiations.** This contract constitutes the entire agreement of the parties hereto and shall supersede prior offers, negotiations and agreements.
14. **Amendment.** No revision of this agreement shall be valid unless made in writing and signed by an authorized representative of Canyon State Wireless.
15. **Governing Law.** The laws of The State of Arizona shall be the governing laws for the interpretation of this agreement.
16. **Severability.** If any provision of this agreement is declared null and void, it shall not invalidate the remainder of this agreement which shall remain in full force and effect.

EXHIBIT "A" by mention is made a binding part of this agreement as set forth herein.

M/A Contract

Canyon State Wireless - Globe

M/ACONTRACT: GILA EOC

StartDate: 6/1/2012

Company: GILA COUNTY DEPT OF EMER MGM

EndDate: 5/31/2013

AccountID: GILA-EM

MonthlyAmt:\$458.75

Contract Type: 7 X 24

AnnualAmt: \$5,505.00

Contract Notes:

Unit Summary

Qty	Item	Each	Monthly	Annual
14	H46KDD9PW5	\$3.25	\$45.50	\$546.00
9	AAH25KDF9AA5	\$3.25	\$29.25	\$351.00
6	AAM25KKF9DU6	\$3.25	\$19.50	\$234.00
4	T5365A	\$75.00	\$300.00	\$3,600.00
2	AAH25SDH9DP7	\$3.25	\$6.50	\$78.00
1	T5766A	\$45.00	\$45.00	\$540.00
1	D43MJA7JA5AK	\$3.25	\$3.25	\$39.00
2	D43MJA7DAJCK	\$3.25	\$6.50	\$78.00
1	H01KDC9AA3BN	\$3.25	\$3.25	\$39.00

Unit Details

Item	Serial Number	Description	Location	Monthly Rate
H46KDD9PW5	407CGX0686	XTS2500	EMS	\$3.25
H46KDD9PW5	407CGX0687	XTS2500	EMS	\$3.25
H46KDD9PW5	407CGX0688	XTS2500	EMS	\$3.25
H46KDD9PW5	407CGX0684	XTS2500	EMS	\$3.25
H46KDD9PW5	407CGX0682	XTS2500	EMS	\$3.25
H46KDD9PW5	407CGX0685	XTS2500	EMS	\$3.25
AAH25KDF9AA5	749TDC4952	HT1250	EMS	\$3.25
AAM25KKF9DU6	103TDQ4837	CDM1550LS	BT	\$3.25
H46KDD9PW5	407CFX1004	XTS2500	EMS	\$3.25
H46KDD9PW5	407CJR1983	XTS2500	HS	\$3.25
H46KDD9PW5	407CJR1980	XTS2500	HS	\$3.25
H46KDD9PW5	407CJR1981	XTS2500	HS	\$3.25
H46KDD9PW5	407CJR1979	XTS2500	HS	\$3.25
H46KDD9PW5	407CJR1982	XTS2500	HS	\$3.25
H46KDD9PW5	407CJR1984	XTS2500	HS	\$3.25
H46KDD9PW5	407CGX0683	XTS2500	BT	\$3.25
AAM25KKF9DU6	103TEGQ566	CDM1550LS	BT	\$3.25
AAM25KKF9DU6	103TEGQ623	CDM1550LS	BT	\$3.25
AAM25KKF9DU6	103TEET263	CDM1550LS	EM	\$3.25

AAM25KKF9DU6	103TEET267	CDM1550LS	EM	\$3.25
AAM25KKF9DU6	103TEET261	CDM1550LS	EM	\$3.25
T5365A	448CFF0167	QUANTAR	SIGNAL PEAK	\$75.00
T5365A	448CFH0065	QUANTAR	MT. ORD	\$75.00
AAH25KDF9AA5	749TDC5330	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5329	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5332	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5321	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5323	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5303	HT1250	BT	\$3.25
AAH25KDF9AA5	749TDC5322	HT1250	EM	\$3.25
AAH25KDF9AA5	749TDC4949	HT1250	EM	\$3.25
AAH25SDH9DP7	008TDG0964	HT1250LS	BT	\$3.25
AAH25SDH9DP7	008TDL0388	HT1250LS	BT	\$3.25
T5766A	512CYZ0072	MTR2000	EM	\$45.00
D43MJA7JA5AK	428TZW1731	MAXTRAC	EM	\$3.25
D43MJA7DAJCK	154SUC0215	MAXTRAC	EM	\$3.25
D43MJA7DAJCK	154SUC0216	MAXTRAC	EM	\$3.25
H01KDC9AA3BN	402AUN3570	HT1000	EM	\$3.25
T5365A	448CFF0166	QUANTAR		\$75.00
T5365A	488CFH0066	QUANTAR		\$75.00

Customer: See Cover Document-Radio Maintenance Communications Agreement
Date: July 17, 2012

Service Provider: <i>[Signature]</i>
Date: <i>7-2-12</i>

EXHIBIT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship to Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce

each and every provision.

I. Governing Law

Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

K. Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

L. Legal Arizona Workers Act Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's

obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.