



'The Communications Leader in Northern Arizona since 1954'

Niles Radio Communications

1602 N. East St.

Flagstaff, AZ 86004

Ph: (928)774-4621 Toll Free (800)336-4621

<http://www.nilesradio.com>

RADIO SITE MAINTENANCE CONTRACT

SCOPE - Maintenance services for the Glassford Hill Public Radio Facility in Prescott Valley, AZ.

CONTRACT # 070111-01

COOPERATIVE PURCHASING – The Town of Prescott Valley, and all entities directly associated with the Town of Prescott Valley for the purposes of Government Administration shall have the right to purchase through this contract, for the term of this contract, subject to renewals and modifications of terms and restrictions.

VENDOR INFORMATION -

JC Cullen, Inc, DBA Niles Radio Communications

1602 N. East St.
Flagstaff, AZ 86004
CAGEC 1J9A2
DUNS 06-327-1829
EIN 73-1693252

ACCOUNT CONTACTS -

John Lindsey

Office (928)774-4621
Cell (928)853-6469
Fax (928)774-3080
E-Mail john@nilesradio.com
Accounts (928)774-7095

SERVICE CALLS CONTACT-

(800)336-4621

**Work and Service Call Hours are M-F 8:00AM – 5:00PM
for Standard Services and 24/7 for Emergency
Services**

F.O.B.

**Manufacturer Source via Niles Radio Flagstaff
Niles Radio Flagstaff Offices**

TERMS

NET 30 – Pricing reflects Contract Pricing

WARRANTY

Manufacturers Warranty reflected
Niles Radio Parts and Labor 1 Year – See Warranty Details

CONTRACT TERM

July 1, 2011, for a period of 1 Year, with automatic 1 year
renewals for 5 periods (ending June 30, 2016) unless amended
or cancelled.

CANCELLATION

This contract may be cancelled prior to renewal of an additional
term with 30 days written notice. In the absence of notification,
the contract shall automatically renew.

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EQUIPMENT LIST

PD Channel 1 Repeater – Daniels Includes Amplifier, Duplexer, Feedline, Antenna, ancillary hardware	\$420.00 / year
PD Channel 2 Repeater – Daniels Includes Amplifier, Duplexer, Feedline, Antenna, ancillary hardware	\$420.00 / year
Public Works Repeater – Motorola Includes Duplexer, Feedline, Antenna, ancillary hardware	\$420.00 / year
Raytheon Voter Chassis – PD Channel 1	\$220.00 / Year
Raytheon Voter Chassis – PD Channel 2	\$220.00 / Year
Microwave Link – to/from PCC Tank Site	\$420.00 / Year
Microwave Link – to/from TPVPD Site	\$420.00 / Year
Com Room DC/DC Power Systems 6 ea 13.8 DC/DC Converters 1 ea 24V DC/DC Converter 1 ea 48V DC/DC Converter	\$768.00 / Year
Outback Power System 2 ea 3.5Kw Inverters 2 ea. 80A DC/DC Charge Controllers DC Systems Panel AC Systems Panel	\$1,020.00 / Year
DC Battery System 4000AH Battery System (32 Cells, up to warranted life)	\$2,304.00 / Year
SOLAR Panel Assembly	\$1536.00 / Year
Tower / Shelter Structural	\$1040.00 / Year
Generator	\$768.00 / Year
PCC Tank Voter Receiver System	\$256.00 / Year
TPVPD Voter Receiver System	<u>\$256.00 / Year</u>
Services are billed in Annual statements	\$10,488.00 / Year
Demand Service Rate for any items not contracted	\$65.00 / Hr.

Demand Service Rates subject to mileage charge of \$.50/mile and \$65.00/Hr. and may be subject to overtime charges of 1.5 X Hourly rate.

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SPECIFICATIONS

Niles Radio Communications will provide service for the listed items, for the fees indicated as shown. Items may be added to the service contract at any time, with an adjustment prorated to the end of the current term.

Authorized Purchasers may purchase equipment, parts and materials from Niles Radio Communications, at a price of 10% off of the manufacturers provided list price, upon submission of a purchase order referencing this contract. Although we guarantee a minimum of 10% discount, additional discounts may apply. Niles Radio will, when deemed reasonable to do so, match and further discount up to 5% any other vendor price or written offer for any equipment or supplies used within or in conjunction with the customers communications system, for the term and duration of this contract. This applies to cooperative purchasing by associated agencies.

The scheduled maintenance portion of the contract does not include repair of units damaged by accidents, physical abuse or misuse, forces majeure, fires, lightning. Damage caused or attributable to non covered causes shall be repaired, with the labor provided for by this contract, however, cost for materials damaged due to non covered causes shall be borne on account of the customer.

This is a site maintenance contract, and does require that all installations within or attached to this facility be provided by Niles Radio Communications or its authorized representatives, and that no other party be granted access to or authority to make changes, additions or modifications to the site or any attached facility or system for the duration of this contract.

Niles Radio Communications reserves the right to install any networked hardware at this site, for the duration of the contract, to enable monitor of the installed systems at his site, including alarms for site conditions that may be detrimental to the operation of the site, and will respond as appropriate, without prior notification or required involvement of the customer. Niles Radio Communications will not, however, make any attachment to any network that is not segregated between payload (customer secure) and NMS (Network Management System) traffic. This means that we will not breach your information security.

The Contractor shall perform a complete preventative maintenance check of each item of equipment and provide written certification that each unit has been adjusted to operate within terms of FCC license authorization and manufacturer's specifications. The following items shall be checked and/or adjusted, repaired if necessary:

1. Transmitter power output, nameplate or FCC authorized if less than nameplate power +0, -2db
2. Receiver sensitivity, nameplate sensitivity +0, -3 db
3. Frequency
4. Modulation
5. Audio Line levels where appropriate
6. Security and cleanliness of all wire terminals
7. Security, continuity and performance of antenna and coaxial cable
8. Clean and adjust all mechanical parts including locks, hinges, relays, etc.
9. Battery Electrolyte levels in Primary Site Battery System
10. Battery Performance in IPS power supplies
11. Solar System Performance and condition
12. Generator Operation, Fluid Changes as required (fuel is customer responsibility)

A written certification of this inspection will be delivered to the owner within ninety (90) days of the effective starting date of the contract start date. Services will be provided per the manufacturers requirements for maintenance, shelter systems will be maintained on a quarterly basis.

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

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Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (I) by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Niles Radio Communications failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

WARRANTY

Niles Radio Communications warrants that all services performed under this Agreement will be done in an efficient and workmanlike manner. Under no circumstances will Niles Radio Communications liability to Customer exceed the amounts paid by Customer under this Agreement for the applicable service that causes the Customer's claim.

IN NO EVENT SHALL NILES RADIO COMMUNICATIONS BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CLIENTS, IF ANY, FOR SUCH DAMAGES.

THE WARRANTY SET FORTH IN SECTION ABOVE IS NILES RADIO COMMUNICATIONS'S SOLE WARRANTY UNDER THIS AGREEMENT AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PATENTS, TRADEMARKS, INFORMATION

Nothing in this Agreement shall be construed as;

(i) A warranty or representation by Niles Radio Communications that any advice provided under this Agreement is or will be free from infringement of patents of third parties; or

(ii) Conferring a right to Customer to use in advertising, publicity or otherwise any trademark or trade name of Niles Radio Communications; or

(iii) Granting to Customer by implication, estoppel, or otherwise any licenses or rights under patents of Niles Radio Communications.

NILES RADIO COMMUNICATIONS MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE ADEQUACY, ACCURACY OR UTILITY OF ANY INFORMATION OBTAINED BY CUSTOMER UNDER THIS AGREEMENT. Niles Radio Communications assumes no responsibilities whatsoever with respect to the use by Customer or any third party of any information obtained by Customer or third party under this Agreement with respect to any use, sale or other disposition by Customer or its clients or other transferees of any products incorporating or made by use of the information obtained under this Agreement.

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GENERAL

Radio systems are subject to degradation of service from natural phenomena, interference and other causes beyond the reasonable control of Niles Radio Communications such as interference from other users assigned by the FCC to the same or adjacent frequencies. Niles Radio Communications cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or other interference over which there is no reasonable control. Such foregoing interference and noise can be minimized by the addition of corrective devices adapted for particular locations and installations. Niles Radio Communications will investigate interference complaints and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed.

Niles Radio Communications does not assume responsibility for signal strength unless the deficiency is the result of substandard equipment maintenance. If, due to the action of regulatory authorities, changes to the equipment become necessary, such changes will be performed by Niles Radio Communications upon request at the expense of Customer.

LIMITATION OF LIABILITY

The total liability of Niles Radio Communications, including its subcontractors or suppliers, on any and all claims, whether in contract, warranty, tort (including negligence or patent infringement) or otherwise, arising out of, connected with, or resulting from the performance or non-performance of any agreement resulting here from or from the manufacture, sale, delivery, resale, repair, replacement or use of any equipment or the furnishing of any service, shall not exceed the price allocable to the equipment or service which gives rise to the claim. Except as to title any such liability shall terminate upon the expiration of the applicable warranty period specified in the article entitled "warranty".

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL NILES RADIO COMMUNICATIONS, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYERS CUSTOMERS FOR SUCH DAMAGES. IF BUYER TRANSFERS TITLE TO, OR LEASES THE EQUIPMENT SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, BUYER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING NILES RADIO COMMUNICATIONS AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

Any action for any claim of any kind for any loss or damages arising out of connected with or resulting from the performance, non-performance or breach of the Contract, or from the manufacture, sale, delivery, installation, technical direction or installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services shall be commenced within one (1) year after the cause of action occurred or it shall be deemed waived or barred.

Niles Radio Communications shall not be liable for costs incurred for repair and/or replacement of equipment that fails or becomes inoperative due to negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals and/or acts of God, acts of terrorism or work performed by third parties not authorized by Niles Radio Communications to perform work on Niles Radio Communications equipment. Niles Radio Communications shall not be liable for costs incurred for correcting, replacing or repairing equipment damaged and/or data corruption induced and/or caused by 3rd party personnel or other equipment / systems not provided by Niles Radio Communications.

The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract and any other agreement.

The provisions if this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Contract.

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GENERAL PROVISIONS

This Agreement shall be interpreted and the legal relations between the parties determined in accordance with the laws of the State of Arizona. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of enforceability of any other provisions thereof.

Niles Radio Communications shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, acts of terrorism, fires, severe weather, floods, strikes, blackouts, – embargoes or work performed on Niles Radio Communications equipment by third parties not authorized by Niles Radio Communications to perform such work. In the event such delays or failures interrupt Niles Radio Communications’ services to Customer, Niles Radio Communications shall promptly notify Customer of the circumstances and the anticipated delay.

This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and this Agreement supersedes and replaces all prior Agreements and understandings, either oral or written, regarding the subject hereof.

This Agreement cannot be amended, modified or any provisions waived orally. All amendments and modifications must be in writing and signed by both parties. All waivers must be provided in writing by the party waiving their rights under this Agreement.

This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Niles Radio Communications may: (i) assign all of its rights, obligations and liabilities under this Agreement to any subsidiary; or (ii) assign its rights to monies due or payable under this Agreement; Niles Radio Communications shall provide Customer with written notice of any such assignment. Niles Radio Communications’ assignment of monies due or payable under the Agreement will not relieve Niles Radio Communications of any obligations or responsibilities to Customer hereunder.

IN WITNESS WHEREOF, intending to be legally bound, Niles Radio Communications and Customer have executed this Agreement as of the dates set forth below:

NILES RADIO COMMUNICATIONS

TOWN OF PRESCOTT VALLEY

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

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