

TRI-CO

Communications, Inc.



City of Ocala, FL:

Bridgette Maurice,

Thank you for allowing Tri-Co Communications the opportunity to propose a subscriber service agreement to the City of Ocala for the fiscal year 2024-2025.

In addition to the annual agreement, Tri-Co would extend the City of Ocala the option to continue these services for five (5) additional years with no annual increase in the per-unit cost. This would allow the City of Ocala to extend the subscriber service agreement for a total of six years at a fixed per-subscriber rate.

The Tri-Co Service Agreement (TSA) provides the City of Ocala with priority service, unlimited service calls (M-F 8:30 to 5:00), annual FCC preventive maintenance testing, and coverage on all parts and labor under normal wear and tear, as noted in the service agreement terms and conditions.

In addition to the service above, as a TSA customer Tri-Co extends to the City of Ocala special pricing for services not covered by the TSA agreement.

The service includes the following:

T&M Labor Discount:

20% off our published T&M rate.

Parts Discount:

15% minimum off manufacturers published list price.

Free Template Builds:

Subscriber Template builds for the City of Ocala units.

Subscriber Programming:

30% off published subscriber programming rate.

As a Tri-Co TSA customer, our goal is to deliver the City of Ocala first-rate and efficient solutions, attention to quality and security, and our dedication to providing City of Ocala with the best service possible.

Tri-Co Communications Inc, Office: 352-513-3880
719 S. Otis Avenue Fax: 352-513-5925
Lecanto, FL 34461 Email: corp@tri-co.us

TRI-CO

Communications, Inc.

CONTRACT# OPD/250290

Tri-Co Communications, Inc.
719 S. Otis Avenue
Lecanto, FL 34461
Phone: 352-513-3880
Fax: 352-513-5925

QUOTATION

112002911

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Date: 10/03/2024

All quotes & estimates are valid for 30 days from the above date

Bill To:

OCALA, CITY OF
ATTN: BRIDGETTE MAURICE
402 S PINE AVE
OCALA, FL 34471-1174

Ship To:

OCALA, CITY OF
ATTN: BRIDGETTE MAURICE
402 S PINE AVE
OCALA, FL 34471-1174

Date: 10/03/2024		Customer Rep: ROBERT WEBB III 75		Terms: NET 30	
Qty	Item	Description	Unit Price	Extended	
1	TSA PERIOD	10/01/2024 TO 9/30/2025	0.00	0.00	
745	TSA PORTABLE SUB	SUBSCRIBERS SERVICE AGREEMENT	5.60	4,172.00	
561	TSA MOBILE SUB	SUBSCRIBERS SERVICE AGREEMENT	6.90	3,870.90	
1306	TSA PRG	SUBSCRIBER PROGRAMMING	1.05	1,371.30	
11	TSA EXTENDED MONTHS	MONTHS 2-12 (ANNUAL AGREEMENT)	9,414.20	103,556.20	

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% CONVENIENCE FEE.

Visit us at www.tri-co.us  

Thank you for allowing us the opportunity to serve you!

FEIN: 59-1898707

Subtotal :	\$112,970.40
Tax :	\$0.00
Total Quote :	\$112,970.40

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719 S. Otis Avenue
Lecanto, FL 34461
Phone: 352-513-3880
Fax: 352-513-5925

TRI-CO

Communications, Inc.

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead

Email all PO to orders@tri-co.us

PO Date/ PO Number/ Contract Number

Vendor = Tri-Co Communications, Inc.

Payment (Billing) Terms:

Bill To: OCALA, CITY OF
ATTN: BRIDGETTE MAURICE
402 S PINE AVE
OCALA, FL 34471-1174

Ship To: OCALA, CITY OF
ATTN: BRIDGETTE MAURICE
402 S PINE AVE
OCALA, FL 34471-1174

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/Excel templates cannot be accepted)

Bill To Contact: BRIDGETTE MAURICE 352-369-7002 bmaurice@ocalapd.gov

Ship To Contact: BRIDGETTE MAURICE 352-369-7002 bmaurice@ocalapd.gov

Tax Exemption Status

Signatures (As required)

City of Ocala:

Tri-Co Communications, Inc.

Kristen Dreyer
City Council President

SERVICE AGREEMENT TERMS AND CONDITIONS

1. **DEFINITIONS.** "Tri-Co" shall mean Tri-Co Communications, Inc.; "Customer" shall mean the customer named in the Agreement, and "Product" shall collectively mean the Equipment and software which Tri-Co and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on page one of this Agreement.
2. **ACCEPTANCE.** The terms and conditions set forth in this Agreement constitutes an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by Tri-Co 's Service Department; and the banking, negotiation or other use of any payment shall not constitute an acceptance by Tri-Co. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. Tri-Co shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to in writing by Tri-Co.
3. **SERVICE DEFINED**
 - a. Tri-Co agrees to provide service ("Service") to the Customer for the Product listed on page one (1) of this Agreement. Tri-Co shall Service such Products according to the terms and conditions and special instructions on page one (1) of this Agreement ("Service"). The Service shall begin and end on the dates set forth on page one (1) of this Agreement. Tri-Co shall also Service other Products manufactured by Motorola and purchased by customer during the term of this Agreement based on the same terms and conditions set forth in this Agreement* at Tri-Co's then current service fees** for such Service "Which rates may exceed those set forth in this agreement." *The initial one-year term, October 1, 2019-September 30, 2020 and the four (4) subsequent one-year renewals, are subject to a guaranteed rate hold which includes any Product additions. **Rate increases shall be limited to any current year CPI-U increase. In the event of loss, damage, theft or removal from service of any Product, Customer shall endeavor to immediately report the loss, damage, theft or removal in writing to Tri-Co. In which event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which Tri-Co received such written report.
 - b. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request. Tri-Co's service fees will be based upon Section 3a.
 - c. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on page one of this Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage only, this does not include consumables "e.g. Batteries" and their installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other casualty. Service performed for non-covered repairs shall be quoted to Customer by Tri-Co and serviced based on agreed upon rates. Tri-Co's performance of non-covered services will only occur after Customer review and written approval of quote. Product under contract must be maintained in environmental conditions as set forth in the Product specifications; damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.
 - d. Where telephone lines and Product are used in conjunction with Tri-Co maintained Product, Tri-Co shall have no obligation or responsibility for such telephone lines or Product but shall, upon request, assist the Telephone Company in repairing such upon payment at the appropriate current service rates.
 - e. Customer shall indicate in writing on page one (1) of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.
 - f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in Tri-Co 's opinion be properly repaired, because of unavailability of parts, Tri-Co at its sole option, upon thirty (30) days prior written notice to Customer sent by certified mail, may remove such Product from this Agreement; and provide a pro-rated service credit to Customer.
4. **SERVICE STANDARDS.** The Product shall be serviced by Tri-Co in accordance with the following standards: (i) Motorola parts or parts of equal quality shall be used; (ii) service levels set forth in Motorola's product manuals; and (iii) routine service procedures prescribed from time to time by Motorola for its Product shall be followed.
5. **TIME AND PLACE OF SERVICE.**
 - a. Service shall be provided at the location specified on page one (1) of this Agreement; at any Customer facility; or the Tri-Co Service Center located at 2902 NE 23 Street, Ocala, FL 34470. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall endeavor to notify Tri-Co immediately of Product failure, allow Tri-Co full and free access to the Product, and cooperate fully with Tri-Co in Tri-Co 's servicing of the Product. Waiver of liability by Tri-Co against Customer or

SERVICE AGREEMENT TERMS AND CONDITIONS

other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow Tri-Co to use necessary machines, communications, facilities, features and other product (except as normally supplied by Tri-Co) at no charge. Mobiles and removable Product shall be delivered by Customer to Tri-Co Service Center; or at any Customer facility for a scheduled maintenance or service call under this Agreement.

- b. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, of Tri-Co 's Service Center unless otherwise indicated in the Special Instructions on page one (1) of this agreement.
- 6. **PAYMENT/TAXES.** On or about the date each payment is due as set forth on page one (1) of this Agreement, Tri-Co shall send Customer an invoice covering the Service fees for the next Payment Period. All other pre-approved charges shall be billed monthly. The Customer shall pay the amount of each invoice, to the Tri-Co office designated by Tri-Co, within thirty (30) days of its invoice date. Each invoice shall be due and payable whether or not the Product is operating. Customer shall pay Tri-Co for Service rendered during any period when payment by the customer is overdue at Tri-Co's then current service rates. Tri-Co may terminate this Agreement by giving Customer twenty (20) days' notice by certified mail if Customer defaults in its payment to Tri-Co. Customer shall reimburse Tri-Co for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of Tri-Co and State income and franchise taxes (if any) of Tri-Co. The Customer's Employer Identification Number is 59-60000392. Customer is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9).
- 7. **RIGHT TO SUBCONTRACT.** Tri-Co shall have the right to subcontract in whole or in part the Service called for by this Agreement. Tri-Co shall notify Customer of the name and address of each subcontractor.
- 8. **REVISION OF FEES.** Prior to the "Expiration Date" indicated on the front side of this Agreement and each Anniversary thereof, Tri-Co may revise the Service fees*** set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of that Expiration Date or Anniversary. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date (or the Anniversary as the case may be) upon at least thirty (30) days' prior written notice to Tri-Co sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Expiration Date or Anniversary. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination. ***The initial one-year term, October 1, 2019-September 30, 2020 and the four (4) subsequent one-year renewals, are subject to a guaranteed rate hold which includes any Product additions. Rate increases shall be limited to any current year CPI-U increase.
- 9. **AUTOMATIC RENEWAL.** After the Expiration Date indicated on page one (1) of this Agreement, this Agreement shall continue for successive additional periods of one year, provided that either Tri-Co or Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon at least thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.
- 10. **INTERRUPTION OF SERVICE.** In the event of failure of the Product, Customer shall notify; the subcontractor designated by Tri-Co pursuant to paragraph 7 of this Subcontract; or Tri-Co if no subcontract has been so designated. If the subcontractor fails to Service or repair the Product within a reasonable time, Customer shall notify the Tri-Co office designated by Tri-Co. After such notice from Customer to the subcontractor and to the Tri-Co office designated by Tri-Co, Tri-Co shall be liable for any interruption or interference affecting the use of, or transmission through the Product in the amount of a pro rate allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of Tri-Co or its subcontractor; Tri-Co shall be liable for no other amount. Tri-Co does not assume and shall have no liability under this Agreement for failure to provide Service for Product which failure of delay is due directly or indirectly, in whole or in part, from causes beyond the control of Tri-Co, including, but not restricted to, acts of God, acts of the public enemy or any foreign country or subdivision thereof, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of Tri-Co subcontractors due to any such causes.
- 11. **TERMINATION.** Either party may terminate this Agreement without cause by giving at least thirty (30) days prior written notice to the other party. Such termination shall not affect the liabilities or obligations of any party which accrued, arose

SERVICE AGREEMENT TERMS AND CONDITIONS

or became due prior to effective date of the termination.

12. **WARRANTY LIMITATIONS.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRI-CO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRI-CO BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE INTENT OF THIS PARAGRAPH IS TO DISCLAIM ALL IMPLIED WARRANTIES AND LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.
13. **FCC AND OTHER GOVERNMENT MATTERS.** Although Tri-Co may assist in preparation of the FCC license application, Customer 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. Customer is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State or Local governmental agency. Neither Tri-Co nor any of its employees is an agent of Customer in FCC or other governmental matters. Tri-Co, however, may assist in preparation of the FCC license application at no charge to Customer.
14. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the agreement between the parties, and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof. All understandings and agreements oral and written, heretofore made between Tri-Co and Customer, are merged in this Agreement which alone fully and completely expresses their agreement.
15. **AMENDMENT.** No modification of or additions to this Agreement shall be binding upon either party unless such modification is in writing and signed by the Tri-Co Officer authorized to make such revisions and an authorized agent of Customer.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.
18. **LAW.** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.
19. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon Tri-Co without its prior written consent.
20. **WAIVER.** Failure or delay on the part of Tri-Co or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power or privilege of this Agreement.
21. **TIME TO SUE.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.
22. **ATTORNEYS FEES.** In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover all cost and expenses incurred in resolving such dispute including attorneys' fees incurred in litigation, on appeal, or in any arbitration, administration or bankruptcy proceeding.
23. **PUBLIC RECORDS.** Tri-Co shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Tri-Co shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Tri-Co does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Tri-

SERVICE AGREEMENT TERMS AND CONDITIONS

Co or keep and maintain public records required by the public agency to perform the service. If Tri-Co transfers all public records to the public agency upon completion of the contract, Tri-Co shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tri-Co keeps and maintains public records upon completion of the contract, Tri-Co shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF TRI-CO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TRI-CO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 24. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 25. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- 26. **ELECTRONIC SIGNATURE(S).** Tri-Co, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

Approved as to form and legality:

ATTEST

William E. Sexton, Esq.
City Attorney

Angel B. Jacobs
City Clerk