

Customer

Customer Name/FCC Licensee City of Peoria - Electronic Shop % David Tuttle			
Street Address 542 S.W. Adams			
Peoria	Peoria	IL	61602
City	County	State	Zip

Maintenance Contract Number	250		
Date of Contract	5/1/2018		
Date Maintenance Begins	5/1/2018		
Date Maintenance Ends	5/1/2021		
Payment Period	Annually	Semi-Annually	Quarterly X
Customer Contact	David Tuttle		
Customer Phone Number	309-494-8035		

Service Station

Supreme Radio Communications, Inc. 4017 Peoria Heights Peoria Heights, IL 61616 309-682-0831

No. Units	Model	Description	Serial Number	Place of Service	Monthly Fees	
					Per Unit	Total
10	Control Stations Remotes			Customer	\$45.00	\$450.00
12	Fire Station Alerting System			Customer	\$60.00	\$720.00
142	800 Mhz EDACS Public Work Mobiles			Customer / Shop	\$5.50	\$781.00
372	Portable Radios w/ Speaker Mics (Under 1st year warranty)			Customer / Shop	\$5.50	\$2,046.00
18	Portable Chargers (Multi-Unit)			Customer / Shop	\$5.50	\$99.00
288	Portable Chargers			Customer / Shop	\$1.50	\$432.00
120	Portable Chargers (Vehicular)			Customer / Shop	\$1.50	\$180.00
200	VHF Mobile Radios			Customer / Shop	\$5.50	\$1,100.00
20	Radios in Command & Special Vehicles			Customer / Shop	\$5.50	\$110.00
90	Vehicle Power Control Centers			Customer / Shop	\$2.00	\$180.00
200	Sirens & Vehicle PA's			Customer / Shop	\$1.25	\$250.00
28	Knox Box Mobile Control Unit			Customer / Shop	\$1.50	\$42.00
90	AVL Police			Customer / Shop	\$2.00	\$180.00
60	AVL Public Works			Customer / Shop	\$1.75	\$105.00
90	Radar Units			Customer / Shop	\$1.25	\$112.50
90	Laptop Docking Stations			Customer / Shop	\$2.00	\$180.00
90	Radio Modems (in trunk)			Customer / Shop	\$1.75	\$157.50
90	In car camera systems			Customer / Shop	\$2.50	\$225.00
757	Battery analyzing services & swap out services (PD & FD Only)			Customer / Shop	\$3.95	\$2,990.15
Total amount per year for contract						\$124,081.80

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Description of above contract work	
Field Service Work Rates	\$75.00 Hourly Rate
Field Service Work (Overtime) Rates	\$112.5.00 Hourly Rate
Removal and Install Rates	\$60.00 Hourly Rate
Removal and Install (Overtime) Rates	\$90.00 Hourly Rate
Tower Time (Climber) Rates	\$250.00 Hourly Rate
Tower Time (Ground Crew) Rates	\$75.00 Hourly Rate
Tower Time (Climber) Overtime Rates	\$375 Hourly Rate
Tower Time (Ground Crew) Overtime Rates	\$112.5.00 Hourly Rate
Minimum After Hours Support (4 Hours Overtime)	\$450.00 Per Call Minimum

Special Instructions and/or Agreement Conditions: This service contract agreement covers equipment listed above. Due to manufacturers availability, no guarantee of repair or replacement is implied. Acts of God, liquid damage, lightening damage, surge damage, physical abuse, batteries, antennas, and antenna lines are not covered under this agreement. This agreement includes one (1) yearly Audit. This is normally a 8 to 5 contract but under special circumstances we will need to come out after normal hours for the equipment listed above at no additional charge to the city for the after hour support.

Customer Name/Fcc Licensee:
By: <i>Donald E. Leist</i>
Witness: <i>Beth Baal</i>

Service Station:
Supreme Radio Communications, Inc.
By: <i>John Phe</i>
Witness: <i>John Phe</i>

This maintenance contract is subject to the following terms and conditions:

DEFINITIONS: For the purpose of brevity and uniformity all references to Supreme Radio in this agreement will be construed to mean Supreme Radio Communications, Inc. All references to Licensee shall be construed as meaning and applying to the FCC Licensee, or the User, or the Purchaser of the equipment to be installed by the terms of this contract.

1. WORK

The Service Station agrees to maintain the equipment described herein during the life of this contract, provided the Licensee makes the payments herein specified. One associated receiver will be maintained with each transmitter at the price indicated. Additional units of the same type as listed in this contract will be maintained at the same rate. This contract does not include maintenance of any transmission line, antenna, tower, or tower lighting; such maintenance will be furnished upon written request at mileage, material, and labor rates prevailing at the time of the call. Maintenance shall include the labor required to repair equipment which has become defective through normal wear and usage. Maintenance does not include the repair of equipment which has become otherwise defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, or modification required by a change in source of power, or by FCC regulation.

2. SPECIAL EQUIPMENT

Special equipment for the protection of the installation from weather or damage due to unusual or hazardous conditions, and any special mountings, shall be paid for by the Licensee, and the Service Station shall be reimbursed for the installation thereof at the prevailing rates for labor, material, and mileage.

3. MAINTENANCE STANDARDS

The equipment will be maintained by Supreme Radio in accordance with these standards; (i) Manufacturers 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 maintained at levels necessary to provide the required communications; (v) routine maintenance procedures prescribed from time to time by Manufacturer for its equipment will be followed; and (vi) all maintenance work will be done by a qualified person. The equipment will be inspected and adjusted periodically and as often as required.

4. TIME AND PLACE OF MAINTENANCE WORK

Maintenance 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.

5. PAYMENT

On or about the date each payment is due as set forth on the reverse side of this agreement, Supreme Radio will send the Licensee an invoice covering the periodic maintenance 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 ten (10) days of its date to Supreme Radio Communications, Inc. Each invoice shall be due and payable whether or not the equipment is operating and Supreme Radio may terminate this agreement by giving the Licensee ten (10) days notice by certified mail if the Licensee defaults in its payment to Supreme Radio. The Licensee shall reimburse Supreme Radio for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by or under the authority of any Federal, State or local law, rule or regulation with respect to the maintenance of the equipment except Federal income and profits taxes of Supreme Radio and State income and franchise taxes of Supreme Radio.

6. REVISION OF FEES

After the "Date Maintenance Ends" indicated on the reverse side of this agreement, Supreme Radio may at any time revise the periodic maintenance fees set forth on the reverse side hereof by giving the Licensee written notice of the amount of the increases at least 60 days in advance of the date on which the increased fees are to become effective. Upon receipt of any such notice, Licensee may terminate this agreement as provided herein; otherwise the new fees shall become effective on the date specified in any such notice. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable forthwith.

7. AUTOMATIC RENEWAL

After the "Date Maintenance Ends" indicated on the reverse side of this agreement, this agreement shall continue for successive additional periods of 1 month, provided that either Supreme Radio or the Licensee may terminate this agreement on the Licensee may terminate this agreement on the Date Maintenance Ends of thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated hereon.

8. INTERRUPTION OF SERVICE

The Licensee shall notify the service station in the event of failure of any unit. The Service Station shall be liable for the period of the interruption only to the extent of a pro rata allowance based on the monthly maintenance fee for the time such interruption is attributable to the fault of the Service Station. The Service Station does not assume and shall have no liability under this contract for failure to provide or for delay in providing maintenance for the equipment due to causes directly or indirectly beyond the control and without the fault or negligence of the Service Station, including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, and State or political subdivision thereof, acts of the Licensee, its agents, employees, or subcontractors, fires, epidemics, quarantine restriction, strikes, freight embargoes, or unusually severe weather conditions.

9. INSURANCE

It is hereby agreed that the Service Station shall at all time be considered to be an independent contractor. The Service Station agrees to carry adequate public liability and property damage insurance to protect the Licensee from any loss or claims arising out of the performance of services herein described by the Service Station.

10. FCC RECORDS

The Licensee is responsible for meeting all Federal Communications Commission requirements.

11. LAWS AND REGULATIONS

This agreement, and the rights and obligations of the parties under it, are subject to present and future orders, laws, rules and regulations of duly constituted authorities having jurisdiction herein. Any taxes applicable to the services rendered hereunder shall be in addition to the rates shown.

12. ASSIGNMENT

No assignment or transfer in whole or in part of this contract shall be binding upon the Service Station without its consent.

13. WAIVER

Failure or delay on the part of Supreme Radio or the Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

14. PRIOR NEGOTIATIONS

This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

15. AMENDMENT

No revision of this agreement shall be valid unless made in writing and signed by the Service Manager of Supreme Radio and an authorized agent of the Licensee.

16. CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City manager...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102". The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.