



**LYNX NSN UPGRADE**

**PLAN B Renewal**

**Service Agreement and Extended Warranty**

**ITEM #** 18-0228

**Monthly Payments**

Toro National Support Network (TORO NSN) provides a dedicated and accessible resource for software support and Toro central control system troubleshooting, problem solving and system operation assistance. TORO NSN wishes to establish continuity in its relationships with the highest level of customer satisfaction possible. This Classic 36 Month Renewal Service Agreement and Extended Warranty (Agreement) is a legal agreement between The Toro Company, represented by its division Toro National Support Network (hereinafter referred to as "TORO NSN") and **CITY OF SANTA FE – MARTY SANCHEZ GC** (Customer) and becomes effective upon receipt of the payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the payment and the expiration or cancellation of your existing Agreement. In consideration for Customer's payment of all applicable fees, TORO NSN shall provide the following:

### **I. HARDWARE**

TORO NSN, pursuant to this Agreement with the Customer shall provide the Customer one standard computer system that meets or exceeds the specifications described in Attachment A of this Agreement, loaded with the Lynx controller system and a RIU-02.

### **II. SOFTWARE**

TORO NSN, pursuant to this Agreement with the Customer shall provide the Customer the software that meets or exceeds the specifications described in Attachment A of this Agreement, Lynx Mobile Apps, and work with your local Toro distributor, **SIMPSON NORTON**, to provide the service, map and installations.

### **III. TORO NSN WARRANTY**

#### **A. HARDWARE**

TORO NSN, pursuant to this Agreement with the Customer warrants to the Customer the TORO central computer system and TORO components in the central control system (i.e. Narrow Band Base Station, DIU, FIU, NB-HHRI, Gateway, RIU and TurfGuard)(collectively referred to as "Hardware") against defects in material and workmanship for a period described below, provided such hardware is used according to recommended specifications.

Regarding any and all radio communications system(s) and related components that are purchased from Toro, it is the client, and not Toro, that is responsible for obtaining, complying with, and maintaining, at client's expense, any and all licenses, permits, codes and other such regulatory requirements related to construction, zoning, clearance and other such regulation as issued and enforced by all applicable international, federal, state, county, municipal, local and other governing bodies including but not limited to, The Federal Communications Commission (FCC), The Federal Aviation Administration (FAA), The Environmental Protection Agency (EPA), or any state legislature, county commission, county zoning board, city council, city/municipal zoning board, county building inspection department, city/municipal inspection department, etc.

During the warranty period, TORO NSN will repair or replace at TORO NSN option, any part found to be defective. The Customer's remedy is limited solely to the replacement or repair of defective parts.

This warranty does not apply (i) to acts of God (e.g. earthquakes, flooding, lightning, etc.); (ii) to non-TORO additional hardware; (iii) to hardware installed by anyone other than TORO NSN or its designated agent; (iv) to hardware that is used in any manner contrary to TORO NSN specifications and instructions; (v) to hardware that is altered or modified; (vi) to damage caused by fire or losses incurred due to theft; (vii) to consumable items such as printer cartridges, disks, cd caddies, etc.

**Unlimited Toll-Free Support Monday – Friday 6:00 a.m. – 6:00 p.m. Central Time at 1-800-275-8676  
(1-800-ASK-TORO)**

Operated during the hours of 6:00 a.m. through 6:00 p.m. Central Time, the toll-free help line is available to assist with questions or issues relating to the operation of the TORO central control system. Issues which cannot be diagnosed will be referred to the appropriate Toro technical or distributor staff. The precise service hours are dictated by support call demand and are subject to change accordingly without notice.

#### **After-hours On-call Support Technician**

Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

#### **"Minimum Down-Time" Commitment**

In the event that a warranty component must be replaced under this Agreement, the support technician logging the call from the Customer will arrange to place a replacement component with a third-party courier for delivery on the next shipping day if the call is received by 1:00 p.m. Central Time. All calls received after this time, calls received on days when volume of replacement components is high, or calls received on weekends and holidays are not guaranteed for overnight delivery, but will receive priority handling the next business day. Shipments whose destinations are beyond the borders of the continental United States cannot be guaranteed overnight delivery based on varying turnaround times associated with customs. Allow a minimum of 48-hours in these cases. TORO NSN assumes no responsibility for the delivery guarantees of the overnight courier, and is not responsible for delays after the package is in transit. Customer agrees to return the replaced component to TORO NSN within seven business days.

#### **Warranty Period**

Three Years, effective upon receipt of the signed Agreement and initial payment due at the TORO NSN office.

### **B. SOFTWARE**

Non-Toro Software applications provided with this Agreement are warranted exclusively by their respective manufacturers.

### **C. DISCLAIMER**

TORO NSN DISCLAIMS ALL OTHER WARRANTIES IN CONNECTION THEREWITH, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN THAT THE HARDWARE AND SOFTWARE WILL MEET CUSTOMER REQUIREMENTS, OR THAT USE OF THE HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT WILL TORO NSN BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, GENERAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE THAT MAY ARISE IN CONNECTION WITH THE USE OR INABILITY TO USE THE HARDWARE OR SOFTWARE. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF ANY IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO ALL CUSTOMERS. THE EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE, AT TORO NSN'S OPTION, EITHER REPAIR OR REPLACEMENT OF THE HARDWARE OR PORTIONS THEREOF IF DEFECTIVE. THIS AGREEMENT DOES NOT COVER DAMAGE SUSTAINED TO THE SYSTEM AS A RESULT OF OWNER/OPERATOR NEGLIGENCE, ELECTRICAL POWER INTERRUPTION, LIGHTNING, FIRE, THEFT OR ACTS OF GOD.

### **IV. SUPPORT SERVICES**

In consideration for Customer's payment of all applicable fees, TORO NSN shall provide the Support Services described below ("Support Services").

#### **Unlimited Toll-Free Support Monday – Friday 6:00 a.m. – 6:00 p.m. Central Time at 1-800-275-8676 (1-800-ASK-TORO)**

Operated during the hours of 6:00 a.m. through 6:00 p.m. Central Time, the toll-free help line is available to assist with questions or issues relating to the operation of the TORO central control system. Issues which cannot be diagnosed, will be referred to the appropriate Toro technical or distributor staff. The precise service hours are dictated by support call demand and are subject to change accordingly without notice.

#### **After-hours On-call Support Technician**

Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

### **Future TORO Software**

During the term of this Agreement, Customer will receive TORO software service packs (Software fixes for recognized issues) at no charge should such service packs become available.

### **Operating System Software**

Successive operating system and computer software releases (in development at the time of issuance of this Agreement or to be developed at a later date) by Microsoft® or other manufacturers and subscriptions for other software applications are **not** provided as a part of any extended warranty or agreement available through TORO NSN.

### **TORO NSN Training**

TORO NSN, pursuant to this Agreement with the Customer shall provide one attendance at a TORO NSN two-day regional training class to be used during the term of this Agreement; however hotel accommodations and travel are the responsibility of the Customer.

### **Term of Support Services**

Three Years, effective upon receipt of the signed Agreement and initial payment due at the TORO NSN office.

## **V. FINANCIAL TERMS AND CONDITIONS**

### **Insurance**

The Customer, pursuant to this Agreement with TORO NSN, will protect the Hardware and Software against all hazards. Customer remains obligated to the financial terms of this Agreement regardless of damage or loss.

### **Maintenance**

The Customer will keep the Hardware and Software in good condition and free from liens and other security interests, will pay promptly all taxes and assessments upon them or with respect to their use, will not use the goods illegally or dispose or encumber them.

### **Financial Terms**

The Customer, pursuant to this Agreement with TORO NSN agrees to the Financial Terms and Payment Schedule. If mandated by taxing authorities, TORO NSN must collect sales tax on the full amount of the Hardware and Software provided by this Agreement upon the effective date. The Support Service portion of this Agreement will be taxed on the monthly basis if state-mandated. Import/duty fees or currency conversions are the Customer's responsibility; all amounts quoted and payable in U.S. dollars.

Total Amount Payable to TORO NSN	<b>\$17,915.00</b>
Hardware/Software	<b>\$ 5,301.00</b>
Support Services	<b>\$12,015.00</b>

Initial Payment	<b>\$ 599.00</b>
(covers freight fees for component shipment, costs for assembly, pre-configuration and testing of components, order processing and file maintenance expenses)	
Sales Tax	<b>\$ 0.00</b>

Initial Amount Payable to TORO NSN	<b>\$ 599.00</b>
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### **Payment Schedule**

The Customer, pursuant to this Agreement with TORO NSN agrees to submit the Initial Amount Payable as defined in FINANCIAL TERMS with the signed Agreement to TORO NSN to establish the effective date of this Agreement. Thereafter, monthly payments of **\$481.00** are due on the first day of each month during the term of this Agreement, starting with the month following the effective date, and continuing for a total of **36** monthly payments. TORO NSN is not responsible for delivery of services during any period in which payments are in arrears.

### **Default**

If the customer fails to make any payment under this Agreement when it is due, TORO NSN may terminate this Agreement. In the event of default by either party, the defaulting party must pay all expenses paid by the non-defaulting party to enforce its rights under this Agreement including reasonable attorney's fees and collection costs as permitted by law. In the event of default by the Customer, TORO NSN has the right to assign any collection action.

## **VI. GENERAL**

### **Modification**

This Agreement comprises the entire Agreement between TORO NSN and the Customer with respect to Support Services and Warranties. Any change in this Agreement must be in writing and signed by the Customer and TORO NSN.

### **Termination**

This Agreement shall terminate upon the end of the three (3) year term of this Agreement, upon non-payment, or failure to return replaced components pursuant to the terms of this Agreement or for convenience by the city with 30 days written notice. In the event of termination due to convenience by the city, non-payment or the failure to return replaced components, Customer is obligated to pay the outstanding Hardware and Software balance due TORO NSN as agreed in the FINANCIAL TERMS of this Agreement.

### **General**

Except as otherwise provided by the law where the Customer resides, the law that will apply to this Agreement is the law of the state New Mexico. If that law does not allow any of the provisions in this Agreement, the ones that are not allowed will be void. The rest of this Agreement will still be valid.


An authorized representative of the Customer must sign this Agreement and return it to TORO NSN:

Mailing: TORO NSN  
Sales Department  
P. O. Box 3339  
Abilene, Texas 79604-3339

Shipping: TORO NSN  
Sales Department  
500 Chestnut, Suite 400  
Abilene, Texas 79602

Phone: 1-888-676-8676, press 1 or 3 for Sales  
325-673-8765 (Fax)

**This Agreement will take effect upon receipt of the signed Agreement and initial payment effective upon receipt of the signed Agreement and initial payment and the expiration or cancellation of your existing Agreement.**

  
\_\_\_\_\_  
TORO NSN Authorized Representative (Signature)

**MARK STOCKDALE, SALES & CONTRACTS MGR**  
TORO NSN Authorized Representative (Printed Name & Title)

**TORO NSN**  
\_\_\_\_\_  
Installation Name (Printed)

**FEBRUARY 16, 2018**  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Authorized Representative (Signature)

\_\_\_\_\_  
Customer Authorized Representative (Printed Name & Title)

**CITY OF SANTA FE – MARTY SANCHEZ GC**  
\_\_\_\_\_  
Installation Name (Printed)

\_\_\_\_\_  
Date

As the authorized Customer Representative signed above, permission (please indicate your choice by initialing) is \_\_\_\_\_ is not \_\_\_\_\_ granted to TORO NSN to contact Customer whether directly or electronically (phone, fax and/or email) regarding its products and services (such as tech tips, renewal information, newsletters, etc.). This permission can be revoked by contacting TORO NSN.



City of Santa Fe (Customer) and Toro NSN Signature Page

CITY OF SANTA FE:


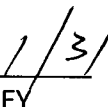
  
\_\_\_\_\_  
BRIAN K. SNYDER, CITY MANAGER

DATE: 03/07/2018

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK 

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY 

APPROVED:

  
\_\_\_\_\_  
ADAM K. JOHNSON, FINANCE DIRECTOR  

Business Unit/Line Item:

52600, 510310

# ATTACHMENT A

## COMPUTER SYSTEM SPECIFICATIONS FOR RENEWAL PLANS

These Components are included in the Tower Only Plans	COMPONENTS	STANDARD	PREMIUM
	Case	Systium Model 52603EX-25 uATX Micro-Tower, 15 pounds, 13"x5.4"x15.5", Matte	Systium Model 52603EX-25 uATX Micro-Tower, 15 pounds, 13"x5.4"x15.5", Matte
	Power Supply	Systium 450W, PFC, 80Plus, 90 ~ 264Vac, 47~63Hz, 115V@<5.5Arms, 230V@<3.0Arms, MTBF - 100,000 hrs	Systium 450W, PFC, 80Plus, 90 ~ 264Vac, 47~63Hz, 115V@<5.5Arms, 230V@<3.0Arms, MTBF - 100,000 hrs
	Motherboard	AAEON IMBM-H110A Industrial Motherboard, Micro-ITX, LGA1151 socket, Intel H110 Chipset	AAEON IMBM-H110A Industrial Motherboard, Micro-ITX, LGA1151 socket, Intel H110 Chipset
	Processor	Intel Socket LGA1151, 7 <sup>th</sup> Generation Intel Core i5 (3.4 – 3.9GHz)	Intel Socket LGA1151, 7 <sup>th</sup> Generation Intel Core i7 (3.6 – 4.2GHz)
	RAM	8.0GB – 1 x DDR4 2400/2133/1867 MHz, Dual Channel, UDIMM. (2 slots, 32 GB max)	16.0GB - 2 x DDR4 2400/2133/1867 MHz, Dual Channel, UDIMM. (2 slots, 32 GB max)
	Audio	Realtek ALC887 (Colay with ALC886) (3) Audio Jacks (Mic-in, Line-in, Line-out)	Realtek ALC887 (Colay with ALC886) (3) Audio Jacks (Mic-in, Line-in, Line-out)
	Network Interface	(2) RJ45 Intel I211AT Giga LAN on rear I/O	(2) RJ45 Intel I211AT Giga LAN on rear I/O
	Primary Storage Device	(1) 256GB Micron SSD	(1) 512GB Micron SSD
	Optical Drive	NONE	NONE
	Expansion Slots	(5) 1 x PCIe [x16], 2 x PCIe [x1] (open edge), 1 x PCI, 1 x M.2 M key)	(5) 1 x PCIe [x16], 2 x PCIe [x1] (open edge), 1 x PCI, 1 x M.2 M key)
	Video/Graphics	Intel HD Graphics (4) 1 x VGA, 1 x DVI-D, 2 x HDMI (Maximum of 2 can be used at the same time) Resolution – VGA/DVI - up to 1920 x 1200 @ 60Hz, HDMI – up to 4096 x 2304 @ 24HZ.	Intel HD Graphics (4) 1 x VGA, 1 x DVI-D, 2 x HDMI (Maximum of 2 can be used at the same time) Resolution – VGA/DVI - up to 1920 x 1200 @ 60Hz, HDMI – up to 4096 x 2304 @ 24HZ.
	Serial (COM) Ports	(6) 1 x RS-232/422/485 Integrated at rear I/O, 1 x RS-232 9 pin single port header, 4 x RS-232 9 pin dual port headers	(6) 1 x RS-232/422/485 Integrated at rear I/O, 1 x RS-232 9 pin single port header, 4 x RS-232 9 pin dual port headers
	USB Ports	(6) 4 x USB 3.0 on rear panel, 2 x USB 2.0 in front	(6) 4 x USB 3.0 on rear panel, 2 x USB 2.0 in front
	PS/2 Ports	(2) 1 x Stack Port (1 x Keyboard, 1 x Mouse)	(2) 1 x Stack Port (1 x Keyboard, 1 x Mouse)
	Backup / Recovery Device, Media, Software	(1) 128GB Flash Drive, Internal (1) 8 GB USB 2.0 Mini Flash Drive (Portable) Second Copy (License Only)	(1) 128GB Flash Drive, Internal (1) 8 GB USB 2.0 Mini Flash Drive (Portable) Second Copy (License Only)
	OS Recovery Device / Software	(1) 128GB Internally mounted USB Flash Drive, Symantec Ghost	(1) 128GB Internally mounted USB Flash Drive, Symantec Ghost
	Operating System	Windows® 10 IOT Enterprise, Embedded, Multi-language, 64 bit	Windows® 10 IOT Enterprise, Embedded, Multi-language, 64 bit
	Antivirus Software	Emsisoft Antimalware (5 year) (License only)	Emsisoft Antimalware (5 year) (License only)
	Speakers	Stereo – On Monitor	Stereo – On Monitor
	Mouse	Logitech MK320 Mouse/Keyboard Combo, Wireless	Logitech MK320 Mouse/Keyboard Combo, Wireless
	Keyboard	Logitech MK320 Mouse/Keyboard Combo, Wireless	Logitech MK320 Mouse/Keyboard Combo, Wireless
	Monitor	24" ViewSonic® LED Wide Screen Flat Panel with speakers	32" ViewSonic® LED Wide Screen Flat Panel with speakers
	Battery Backup	EATON/Powerware 5S1000LCD UPS 1000 (or equivalent) <sup>1</sup>	EATON/Powerware 5S1500LCD UPS 1500 (or equivalent) <sup>1</sup>
	Printer	Canon PIXMA iP7220 Series <sup>1</sup>	Canon PIXMA iP7220 Series <sup>1</sup>
	Accessory Kit	See Below **	See Below **

\*\*Accessory kit contains: 1 – RS-232 in-line surge protection device, 1 - mouse pad, 1 -1USB printer cable, 1 – computer power cord, and any other necessary cables and/or software.

This publication supersedes all previous computer specifications for renewal plans and is subject to change without notice.