

## **SOUTH FLORIDA MASTER USER AGREEMENT**

**THIS SOUTH FLORIDA HOSTED MASTER USER AGREEMENT**, including all Attachments and Exhibits hereto (the "User Agreement") effective \_\_\_\_\_, 2012, (the "Effective Date"), is entered into by and between Motorola Solutions, Inc. ("Motorola"), a Delaware corporation authorized to transact business in the State of Florida, and the City of Fort Lauderdale, a Florida municipality, ("User" or "City" or "Customer"). This User Agreement is subject to acceptance by Motorola.

**WHEREAS**, Motorola owns and maintains an ASTRO® P25 Controller located in Plantation, FL ("South Florida Hosted Master Site" or "Master Site" or "HMS"); and

**WHEREAS**, User desires connection to the Motorola-South Florida Hosted Master Site located in Plantation, FL, by means of User provided Microwave Loop connectivity, pursuant to the terms of this User Agreement and User's Specific Fees and Services ("Attachment A"); and

**WHEREAS**, the ASTRO P25 Controller is comprised of facilities authorized by Federal Communications Commission, which governs use of radio stations in accordance with the requirements of Section 90.179(d) of the FCC's rules,

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Motorola and the User covenant and agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Agreement have the following meanings:
  - 1.1. "Beneficial Use" means when User first uses the Hosted Master Site for operational purposes (excluding training or testing).
  - 1.2. "CMR" means Change Management Request.
  - 1.3. "Days" means calendar days.
  - 1.4. "Effective Date" means that date upon which the last Party executes this Agreement.
  - 1.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
  - 1.6. "Specifications" means the functionality and performance requirements that are described in Attachments A and B.
  - 1.7. "SMA" means Software Maintenance Agreement where Motorola provides software only required to execute a system release infrastructure upgrade. Hardware and labor is not included.
  - 1.8. "SUA II" means Software Upgrade Agreement II where Motorola provides software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period.

- 1.9. "UCM" means Unified Configuration Manager. A management application used to enter and maintain configuration information for the User Configuration Server (UCS). The UCM is part of the Motorola Private Radio Network Management (PRNM) Suite.
- 1.10. "UEM" means Unified Event Manager. A fault management tool for the ASTRO 25 radio system.

## **2. ACCEPTANCE**

For the purpose of this User Agreement, Motorola shall not be bound by the terms and conditions in any other document, including User's purchase order, unless expressly agreed to in writing. Service will be provided only on the terms and conditions herein. Acceptance of services hereunder by User shall constitute an acceptance of these terms and conditions.

## **3. SERVICES AND USER FEES**

3.1 User has requested, and Motorola agrees to provide the services detailed in Attachment A.

3.2 User agrees to pay an Annual Connection Fee as described in Attachment A. From time to time, Motorola may add additional features and functionality to the South Florida Hosted Master Site. User acknowledges and agrees that any such additional features or functionality will be available to User for an additional fee, with the exception of minor feature enhancements incorporated into the system as part of the normal course of system upgrades. Motorola agrees to waive future user radios license fees for additional City of Fort Lauderdale sponsored agencies, including City of Fort Lauderdale Fire-Rescue Department and Police Department. Federal, state and local agencies that are sponsored by the City and granted access to the City's radio system for purposes of mutual aid and interoperability shall be treated as if they are a Fort Lauderdale user. Motorola retains the right to charge non City of Fort Lauderdale sponsored agencies. This waiver applies only for licenses for features of portable or mobile radio users. This waiver does not apply to consoles, CAD, applications or any other licenses.

3.3 User's initial service fees, as they apply to User equipment added to the Hosted Master Site, if applicable, are detailed in Attachment A. Motorola agrees to maintain User's current schedule of fees without increase through the Initial Term (defined below) of this Agreement, unless this Agreement is terminated prior to the end of the Initial Term. After expiration of the Initial Term, Motorola may revise User's current schedule of fees set forth in Attachment A, by giving User written notice of the amount of increase at least by 12 months before the year in which the increased schedule of fees is to become effective, not to exceed 1.5% of the current schedule of fees. The new fees shall become effective on the date specified in such notice.

3.4 Billing will commence as described in Attachment A.

3.5 User understands and agrees that any and all programming of User equipment shall be the responsibility of and paid for by User. The User understands and agrees to purchase equipment compatible with the Motorola ASTRO25 equipment that is located at the South Florida Hosted Master Site operated by Motorola. Any incompatibility of equipment obtained by User from a source other than furnished by Motorola pursuant to an executed Communications System Agreement shall be at User's sole risk, responsibility and expense.

3.6 The parties agree that no equipment will be sold to User under this User Agreement. Any equipment required for the User to connect to, and use the South Florida Hosted Master Site will be

purchased by User separately. Repair and maintenance of any User-owned equipment loaded on the system will be the responsibility of User. Motorola may sell equipment or provide such repair and maintenance services to User under separate agreements.

3.7 User will provide Motorola with a complete itemized list of all User equipment that will be used with, or connected to the Master Site. User will update and provide this list to Motorola annually.

3.8 Attachment B contains a list of features and functionality available to User by using the South Florida Hosted Master Site. This list of features and functionality will be updated and provided to User annually.

#### **4. TERM**

This User Agreement will remain in full force and effect for an initial period of five (5) years from the execution date of the Agreement. After the Initial Term, the parties may mutually agree to extend this Agreement for two (2) additional one-year periods (Renewal Term). "Term" means Initial and Renewal Terms collectively. The parties will enter into good faith discussions regarding the possibility of entering into a Renewal Term at least one year prior to the expiration of the Initial Term.

#### **5. ASSIGNMENT; SUBCONTRACT**

Except as provided herein, each Party may assign this Agreement or any of its rights or obligations hereunder with written notice to the extent notice is allowed by law, with the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. The use of subcontractors by Motorola will not relieve Motorola of its duties under this Agreement. In the event the parties agree to the use of a subcontractor(s) by Motorola, the subcontractor must be a Motorola Authorized subcontractor.

#### **6. REGULATORY ISSUES/COVENANTS OF USER**

6.1 It shall be the responsibility and obligation of User to seek all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over User in order to enter into this User Agreement.

6.2 User agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause interference with any other users using the ASTRO P25 Hosted Master Site. User recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time.

#### **7. COVERAGE**

This User Agreement addresses the use and connectivity of the Motorola-owned South Florida Hosted Master Site. Motorola makes no coverage warranties or commitments whatsoever in this Agreement related to Radio Frequency coverage.

#### **8. DEFAULT AND REMEDIES**

8.1. User's Default. If User fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice by certified mail, or notice by courier with receipt, has been sent by Motorola to User, the User shall be deemed in default under this User Agreement.

8.2 In the event of User's default, Motorola has the right, at its option, to immediately terminate this User Agreement, retain all payments made for work performed hereunder, deny User any service provided by HMS and can provide a quote if needed for charges for both disconnection and reconnection expenses. If disconnect takes place and User requires transition reprogramming, User may also be subjected to additional costs for reprogramming its equipment. All of the rights and remedies of Motorola in this User Agreement are cumulative to, and not in lieu of, every other right and remedy in this User Agreement and afforded by law and equity. In the event User is disconnected for breach of this Agreement, and after Termination the User is reinstated, Motorola will charge a reconnection fee of \$25,000, and the Annual Connection Fee will be adjusted for the applicable period.

8.3 Motorola's Default. In the event the Hosted Site is down and unavailable to User, Motorola will credit the User per the terms of Section 11.1 of the Service Support Plan (Appendix D) attached and incorporated herein.

## **9. TERMINATION**

9.1. Termination for Cause. User may terminate this Agreement for cause, as defined above in Section 8.3, by providing written notice to Motorola at least sixty (60) days in advance of the specified effective date of the termination.

9.2. Termination for Convenience. User may terminate this Agreement for its convenience by providing written notice to Motorola at least sixty (60) days in advance of the specified effective date of the termination. If the User provides at least 60 days' notice or more, the User shall be liable solely for the fees due at the time of termination on a pro rata basis. If the User provides less than sixty (60) days' notice, User will pay a disconnection fee equal to the sum remaining for the current year.

9.3 Termination for Non-Appropriations. In the event of non-appropriations for the following year, User must provide prompt notice to Motorola. Motorola will disconnect the User on the date specified and the User will pay to Motorola all sums due for work performed or services provided up to the date of disconnection.

9.4 In the event that Motorola decides to terminate this Agreement, it will provide the Users with a minimum of one (1) year notice, at which time Motorola and the Users will discuss and mutually agree to a plan for final termination.

## **10. DISPUTE RESOLUTION**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including (1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and (2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.2. MEDIATION. The Parties will choose an independent Florida-Supreme-Court-certified mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. Each Party will bear its own

costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in Broward County, Florida, in good faith.

10.3. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in Broward County, Florida. Venue in this case shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in Florida any claim or matter arising under or in connection with this Agreement.

#### 11. Liquidated Damages / Credits:

11.1 In the event Motorola fails to meet the stated response or restoration time as agreed in the maintenance plan (referencing Appendix D Section 1) of this User Agreement, liquidated damages may be levied in an amount of \$1,250/per month for 1<sup>st</sup> event, \$3,750/per month for 2<sup>nd</sup> event, \$5,000 per month for 3 or more events in an amount not to exceed a total of 3 outages per month.

11.2 Any credits caused by Motorola's failure to meet response and restoration times, and any credits earned as a result thereof will be calculated for each calendar month and the credits will be deducted from the next month's maintenance invoice.

11.3 In no event will liquidated damages assessed in any month exceed \$10,000.00.

11.4 .All response and restoration time will be tracked by Customer Service Requests (CSR) reports.

11.5. In the case of Non-Movable equipment, a Response is defined as a Motorola Service Technician arriving on site or accessing the equipment remotely by telephone.

11.5.1 Response Time is the time from the receipt of request for service until a Response occurs.

11.6. Restoration is defined as work performed, either in person or through remote means, to cause defective or failed equipment to operate in a normal manner.

11.6.1 .Restoration may include temporary replacement of defective or failed equipment with spare equipment until the replaced unit is repaired.

11.6.2. Restoration Time is the time from the receipt of customer's request for service until Restoration occurs.

Note: Motorola will not be held responsible for Site Trunking Conditions or outages caused by non-Motorola-supplied customer owned or supplied equipment or mutually agreed upon maintenance tasks that may require components of the South Florida Hosted Master site to go off line.

Liquidated damages may be levied with the exception of occurrences which are a result of FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances

## **12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES**

12.1 MOTOROLA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH EQUIPMENT OR SERVICE (WHETHER PURCHASED OR LEASED BY USER FROM MOTOROLA OR ANOTHER), INCLUDING BUT NOT LIMITED TO, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12.2 USER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN ANY EQUIPMENT, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT UNDER THE MANUFACTURERS' WARRANTIES AND THAT MOTOROLA UNDER THIS USER AGREEMENT SHALL HAVE NO LIABILITY TO USER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY SUCH EQUIPMENT OR SERVICE.

### **13. INTERRUPTION OF SERVICE; FORCE MAJEURE**

Notwithstanding any other provision of this User Agreement, Motorola shall not be liable to User or any other person for any loss or damage, regardless of cause, for interruption or loss of radio service, except as described in Section 14 (Limitation of Liability) below. Motorola does not assume and shall have no liability under this User Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of Motorola or their subcontractors, including but not restricted to, acts of God, or governmental entities, or of the public enemy, strikes, or unusually severe weather conditions. In the event of any failure or delay attributable to the fault of Motorola or its subcontractors, User's sole remedy shall be limited as is more fully described Section 14 (Limitation of Liability) below.

### **14. LIMITATION OF LIABILITY**

14.1 USER UNDERSTANDS AND ACKNOWLEDGES THAT (A) OCCASIONAL INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE MAY OCCUR; AND (B) ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE. THE HOSTED MASTER SITE CANNOT PROVIDE RADIO SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH USER, AND MOTOROLA SHALL NOT ASSUME RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS USER AGREEMENT. ACCORDINGLY, USER AGREES THAT EXCEPT AS LIMITED BY LAW, MOTOROLA'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY THE HOSTED MASTER SITE AND/OR MOTOROLA OR ANY TRANSPORT PROVIDER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF MOTOROLA OR ANY TRANSPORT PROVIDER TO MAINTAIN PROPER STANDARDS OR MAINTENANCE AND OPERATION, SHALL BE AS FOLLOWS:

14.2 THE SERVICE FURNISHED BY MOTOROLA, IN ADDITION TO THE PRECEDING LIMITATIONS, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF MOTOROLA FOR LOSS OR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF THE UNDERLYING TRANSPORT PROVIDER, OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED USER, OR THE UNDERLYING TRANSPORT PROVIDER IN FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED USER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES FURNISHED BY MOTOROLA OR THE UNDERLYING TRANSPORT PROVIDER OCCURRED. MOTOROLA WILL BEAR NO LIABILITY FOR ANY OTHER CLAIMS OF ANY KIND.

14.3 Motorola shall not in any event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, or other causes beyond its control.

14.4 Motorola shall not be liable for any damage, accident, injury or the like occasioned by the User's use of the hosted master solution or the SmartX gateway, except as provided herein.

14.5 ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.

14.6 This entire Section 14, limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

## **15. INDEMNITY**

15.1. Motorola will defend, indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of the claim or suit. Customer will reasonably cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

### **15.2. Patent and Copyright Infringement.**

(a) Indemnification Obligation. Motorola shall indemnify Customer by defending, at its expense, any claim, and any lawsuit brought against Customer to the extent it is based on a third-party claim alleging that any Motorola Solutions branded product ("Motorola Product"), as originally delivered by Motorola Solutions to Customer under this Agreement, directly infringes a United States patent or copyright ("Infringement Claim"), so long as Motorola Solutions is notified in writing by Customer as soon as reasonably practicable as to any such claim, but in no event after Motorola Solutions would be prejudiced by a lack of such notice, is given sole authority and control of the defense, and is provided by Customer all requested information and assistance for resolving or defending the Infringement Claim. To the extent that Customer obtains accused products from multiple suppliers, any obligation to defend and indemnify hereunder shall be limited to a pro-rata cost of defense and remedy or settlement in proportion to the cost to Customer of the Motorola Products compared to the cost to customer of all accused products. For non-Motorola Solutions-branded product supplied hereunder, including any third party software, Motorola's obligations for IP infringement claims shall be limited to any IP indemnities or defense commitments provided by such third party supplier. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola Solutions shall pay all damages finally awarded against Customer by a court of competent jurisdiction to the extent based upon such Infringement Claim, or agreed to in writing by Motorola Solutions in settlement of the Infringement Claim. If a Motorola Product is subject to an injunction or like remedy or, if in Motorola's judgment, likely to become subject to an injunction or like remedy, in addition to its obligation to defend and pay damages, Motorola, in its sole discretion, shall: (a) obtain a license for Customer to continue to use the Motorola Product purchased from Motorola; (b) replace or modify the Motorola Product so as to be substantially functionally equivalent but non-infringing; or if neither of the foregoing options is a commercially reasonable option, as determined by Motorola (c) credit the Customer for the value of such allegedly infringing Motorola Product, based on Motorola's list price, less a reasonable charge for depreciation calculated on a three (3) year straight line depreciation basis. Motorola shall have no liability to Customer for any alleged or actual infringement, or otherwise, arising out of or in connection with Customer's use or transfer of Motorola Products after Motorola's written notice to Customer that Customer shall cease use or transfer of such Motorola Products. (b) Exceptions. Motorola shall have no obligation to defend or indemnify Customer under this agreement for any damages based upon a per-use royalty or the Customer's revenues, or upon any damages theory other than a reasonable royalty of the patent owner based on, the purchase price (or alternatively, the portion of the monthly recurring charge attributable to use of the



Product) paid by Customer to Motorola for the infringing Motorola Product. Motorola shall have no obligation to defend or indemnify Customer under this agreement for any alleged or actual infringement arising out of (a) use of Motorola Products in connection or in combination with equipment, devices or software not provided by Motorola; (b) use of Motorola Products in a manner for which they were not designed; (c) any modification of Motorola Products by anyone other than Motorola Solutions; (d) compliance with Customer's designs, specifications, guidelines or instructions or (e) compliance with a standard issued by any public or private standards body; Motorola shall have no obligation to defend or indemnify Customer under this Agreement for Infringement Claims arising in a dispute initiated by Customer's assertion of Customer intellectual property against a third party. Motorola shall not be responsible for any compromise or settlement made by Customer without Motorola's prior written consent.

(b) Exclusive Remedies. THIS SECTION PROVIDES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND MOTOROLA'S ENTIRE LIABILITY IN THE EVENT OF AN INFRINGEMENT CLAIM. CUSTOMER HAS NO RIGHT TO RECOVER AND MOTOROLA SOLUTIONS HAS NO OBLIGATION TO PROVIDE ANY OTHER OR FURTHER REMEDIES, WHETHER UNDER ANOTHER PROVISION OF THIS AGREEMENT OR ANY OTHER LEGAL THEORY OR PRINCIPLE, IN CONNECTION WITH AN INFRINGEMENT CLAIM. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OF CUSTOMER IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES OR INJURIES UNDER THIS SECTION.

## **16. NOTICES**

Any notice or demand required or permitted to be given or made hereunder shall be given or made by certified or registered mail to the addresses shown immediately below the signature of the party's signatory to this Agreement. Any party may, from time to time, designate any other address for this purpose by written notice to the other party.

## **17. WAIVER**

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

## **18. GENERAL**

No revision of this User Agreement, including any attachments hereto, shall be valid unless made in writing and signed by an authorized employee of Motorola, as system manager, and an authorized agent of User. This User Agreement and the list of attachments constitute the entire agreement of the parties and shall supersede all prior offers, negotiations pertaining to the Hosted Master Site agreements. If any provision of this User Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this User Agreement shall not be affected thereby. This User Agreement is exclusively for the benefit of the parties hereto and shall, under no circumstances, be deemed to benefit any other party whatsoever. This User Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

## **19. RECORDS**

Motorola shall keep all such records and accounts as may be necessary in order to record complete and correct entries for charges and any expenses for which Motorola expects to be paid. All books and records relative to services under this Agreement shall be available at all reasonable times, and on reasonable prior notice, for examination, copying or auditing by Customer or its agent, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement or the period of time required by Florida law and corresponding Florida public records law retention schedules, whichever is longer. All books and records which are public records pursuant to Florida law shall, pursuant to Chapter 119, Florida Statutes, be kept by Motorola in accordance with such statutes, and shall be available for inspection and copying in accordance with the Florida public records law. If any audit has been initiated and audit findings have not been resolved at the end of such retention period, the books, records, and accounts shall be retained until resolution of the audit findings. Customer shall be entitled to recover Payments from Motorola if there is evidence that Customer has overpaid Motorola. Except if otherwise provided by Florida law, Motorola will not disclose its confidential or proprietary cost and pricing data.

## **20. INSURANCE**

After execution of this Agreement, Motorola shall provide to the Customer a certificate of commercial liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, with commercial general liability insurance , in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors; and

After execution of this Agreement, Motorola shall provide to the Customer a certificate of business auto liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Customer's risk manager, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage (or bodily injury: \$250,000 each person, \$500,000 each occurrence, and property damage: \$100,000 each occurrence), including coverage for owned autos and other vehicles, hired autos and other vehicles non-owned autos and other vehicles. The commercial general liability policy shall include the City of Fort Lauderdale, a Florida municipality, as an additional insured; and

Worker's compensation insurance, including employer's liability, with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, with limits not less than

\$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all Florida and federal laws.

The Parties hereby enter into this Agreement as of the date signed below ("Effective Date").

**CITY OF FORT LAUDERDALE:**

\_\_\_\_\_  
John P. "Jack" Seiler, Mayor

ATTEST:

\_\_\_\_\_  
Jonda K. Joseph, City Clerk

\_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

**WITNESSES:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**MOTOROLA SOLUTIONS, INC.:**

By: \_\_\_\_\_

Print Name:

Title:

ATTEST:

(Corporate Seal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Secretary

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by as for Motorola Solutions, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)

\_\_\_\_\_  
(Signature of Notary Public)

State of \_\_\_\_\_  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

## **ATTACHMENT A: (USER'S SPECIFIC FEES AND SERVICES)**

Annual Connection Fee - The Annual Connection Fee for User's use of the Motorola-South Florida Hosted Master Site ASTRO 25 Controller will be \$150,000.00. This fee is the total billable amount, inclusive of all fees and taxes if applicable. Annual Connection Fee will be paid on a monthly basis and can be added to Ft. Lauderdale's maintenance contract. This fee includes the port cost and provisions to supply a Hosted Master Site service to the User, including the use of the Motorola provided tower and Motorola's equipment room space and power needed to connect to City network via a two hop microwave loop pursuant to the South Florida Hosted Master User Agreement. Additional connectivity costs for new features or functionality requested by User may apply, with the exception of minor feature enhancements incorporated into the system as part of the normal course of system upgrades. The User agrees to pay a one-time \$25,000 setup fee upon system cutover for Beneficial Use for day to day operations. The User will only be responsible for licenses pertaining to any user-selected features offered by HMS. Motorola shall be responsible for all other fees, costs and expenses related to any licenses required for the effective performance of the HMS; Motorola agrees to waive future user radios license fees for additional City of Fort Lauderdale-sponsored Agencies, including but not limited to City of Fort Lauderdale Fire-Rescue Department, Police Department, and local governments including City of Pompano Beach, City of Wilton Manors, and City of Oakland Park. Federal, state and local agencies that are sponsored by the City and granted access to the City's radio system for purposes of mutual aid and interoperability shall be treated as if they are a Fort Lauderdale user. Motorola retains the right to charge radio user licenses to additional users to the system of non-City of Fort Lauderdale system users. In the event the City of Fort Lauderdale Migrates to a Motorola P25 system additional port and connection fees during migration will be waived. This waiver applies only for licenses for features of portable or mobile radio users, and for infrastructure and consoles required for a P25 migration while both the analog and digital systems are active. This waiver does not apply to, CAD, applications or any other licenses.

The first invoice will be issued upon cutover prorated based upon start date until October 1, and all subsequent invoices will be sent at the beginning of the month thereafter. Payment is due net forty-five (45) days from the invoice date. Any other services that the User may seek from Motorola-South Florida Hosted Master Site such as user billing, enhanced system monitoring, or "New Feature" services that are not covered in this User Agreement, etc; will be quoted upon request and covered under a separate agreement.

1. Set Up Fee – User shall be responsible for a one time set up fee of \$25,000 in order to facilitate connection to South Florida Hosted Master Site.
2. Transport Link - As the system is designed, User will need a sufficient number of circuits to connect with the Motorola controller in Plantation, FL. All costs associated with these circuits are the responsibility of the customer. Motorola agrees to provide the City with access to the Motorola Hosted Master Site tower and equipment shelter for the installation of two microwave transceivers and associated support equipment with dish antennas located at a height sufficient to insure a clear path to both the Utilities and Police Department site antennas as currently positioned on the City towers. There shall not be any additional cost to the City for shelter and tower access as long as the City has a maintenance contract in place with Motorola to support the Microwave.
3. Security Group - South Florida Hosted Master Site will provide User with ten (10) security groups for use by the User System Manager, based upon availability.
4. System Management- Motorola can provide data base administration services or provide the City with a quote for the necessary tools for the ability of the City to manage control of all users and infrastructure of the User system This includes, but not limited to, the ability to activate and

deactivate radio ID's, dynamic regrouping of radios, prioritization of radios (**Using network defined priority levels**) used on the User System. Due to session limitations the User may not have continuous access to system monitoring applications such as Zone Watch and the UEM. For system monitoring tools, Genwatch or like tools will need to be used. Sessions for UCM will be shared between users with no guarantee of availability. Motorola may remotely end sessions if necessary to perform maintenance.

5. User ID's / Talk Groups - Motorola will provide User with a minimum of 2500 individual radio ID's and a minimum of 200 talkgroup ID's the number of talk groups and individual radio ID's at system installation. This will be created and documented after contract execution. In addition, Motorola will provide the ID's necessary to address future growth and system changes to the User system. These ID's and talk groups are under the exclusive control of User to use as User sees fit for its system users and operations.
6. Advanced System Key - Motorola will program User-supplied Advanced System Key Daughter keys to program subscriber units. Motorola will not release the Advanced System Key, as it relates to the User system, other security keys or any information regarding User ID's Talk groups, etc., to anyone without the specific written consent of User. Motorola shall provide Master Advance system keys without restrictions to User system managers of connected systems, regardless of what system their infrastructure is associated to.
7. Upgrades of Master Site - Motorola will notify all user agencies of any routine upgrade procedures that affect the wide area operations of the system at least fourteen (14) days prior to scheduled work by submittal of a Change Management Request (CMR). Two hours prior to commencing work, Motorola operations will contact designated User contacts by phone to determine "Go/Don't go" status. If no significant events are identified work will commence as scheduled. In the event an urgent customer event arises after this final notification, the customer will notify South Florida Hosted Master Site operations as soon as possible so Motorola may temporarily stand down. The User will then notify South Florida Hosted Master Site operations as soon as the event is over so that scheduled work can commence. If the event continues long enough that the work cannot be completed at a reasonable time, work will automatically be re-scheduled at a mutually acceptable date and time after the original time. Every effort will be made to complete the work in the time window in the notification. In the event work continues past the scheduled window, South Florida Hosted Master Site will notify designated User contacts with status updates.
8. Emergency Maintenance and Repairs of Master Site - In the event of a system failure that impacts system operation, Motorola will respond per the terms of the Service Level Agreement. After resources are dispatched to begin restoration, Motorola will notify Users as soon as possible to notify them of status and estimated repair time. After system is restored, designated User contacts will be contacted to verify normal operations. Should User need to perform a system maintenance procedure that will take down a site or sites, or otherwise interrupt normal operations, the User shall notify Motorola with a mutual agreed upon written notification.
9. Software Maintenance Agreement (SMA) - In order to maintain the stability of the South Florida Hosted Site, the system will be updated with the latest features and security enhancements. The system will need to be refreshed a minimum of once a year. If a major issue is discovered and a resolution needs to be implemented, an additional refresh may be required. Because the User infrastructure will be connected to a Hosted Master Site, the User's ASTRO 25 infrastructure will need to be refreshed at the same time the Master site is refreshed or the User's equipment may no longer function on the Master Site. In order for User infrastructure and equipment to remain compatible with the Master Site, the User agrees to purchase from Motorola and keep current a

Software Maintenance Agreement (SMA), subject to negotiation and agreement by the parties, or a Software Upgrade Agreement II, subject to negotiation and agreement by the parties, during the Term of this Agreement. If a SMA is chosen and not an SUA II, any necessary hardware updates and installation labor costs are the responsibility of the City of Fort Lauderdale. Motorola will coordinate ordering the software for the User infrastructure to promote compatibility as a complete system. User will coordinate with its system servicer to refresh the User equipment as outlined in the SMA. User agrees to work in good faith to coordinate refreshing or replacing its equipment in a timely manner. If a major issue is discovered that requires the User infrastructure to be upgraded, Motorola agrees to implement any updates required at the Master site to accommodate the User. If User does not keep a current SMA/SUAII or refuses to upgrade to the current system release, Motorola will have the right to disconnect the User infrastructure from the Master Site to ensure incompatibility issues do not affect the Master site or any other users, until upgrade is completed. This will also be enforced with other customers to protect User. In addition, it is encouraged, but not required, that User purchase a SUAII to cover any hardware and labor costs associated with these upgrades.

10. Essential Services for P25 Infrastructure Users - In order to protect the health and integrity of the Master Site and Users' systems, the following essential services must be purchased from Motorola and kept in force through a separate maintenance agreement. Dispatch, Network & Security Monitoring, Security Update Service, Technical Support, Local On-Site Infrastructure Support, Infrastructure Repair with Advanced Replacement, Preventative Maintenance, and SMA/SUAII. The aforementioned services allow Motorola to monitor, identify the source of and diagnose system faults and intrusions. Without these services, the health and security of the Master Site and all users' systems would be at risk.

If User does not keep these services current, Motorola will have the right to disconnect the User ASTRO 25 infrastructure from the Master site to protect the health and security of the Master site or any other users. This will also be enforced with other customers to protect User.

11. User Committee – Motorola will facilitate the creation of a User Committee. This group will meet monthly to discuss the performance of the Hosted Master Site and to make recommendations to Motorola regarding the ongoing operations and supported features of the South Florida Hosted Master Site. Motorola is not bound by the decisions of the Committee, but will take these recommendations into consideration when considering future upgrades or changes to the network.
12. Customer Equipment - User owns its radio sites, equipment and Control of its system. Securing an Interoperability agreement between Hosted users on the South Florida Hosted Master Site is the responsibility of each User.
13. Interoperability – If User desires to have roaming capabilities with other users or to permit other users to access User system, Motorola, upon specific written request from all applicable users, will facilitate the interoperability of the users systems. User is responsible for securing the appropriate interoperability agreements with other users.
14. Future Functionality – When features and functionality are added to the South Florida Hosted Master Site, they will be made available to User at a mutually negotiated rate. Any upgrades or additions necessary to the User's sites or equipment will be the sole responsibility of User. Motorola may provide these upgrades or additions pursuant to a separate agreement, with the exception of no cost, value-added features incorporated into the system as part of the normal course of system upgrades.
15. Master Site Facilities - Motorola will provide a hurricane category 5 rated shelter and generator with a maximum allowed hour fuel capacity both specified 4 ft above floodplain with a minimum of eight (8) hour battery backup power to house the South Florida Hosted Master Site equipment.

Motorola will also provide a category 5 rated tower to help facilitate microwave links to the Master Site. Availability of the tower for use with User's site links is limited by the loading, space, and frequency use and will be available on a first come, first served basis.



## **ATTACHMENT B: (SYSTEM FEATURES)**

1. **POP25** – Motorola's over-the-air programming feature is called Programming Over P25 (POP25). POP25 allows radios to be remotely configured from Customer Enterprise Network (CEN) by sending a sequence of commands over-the-air via the IV&D transport layer. POP25 enables reconfiguration of radio user functionality without physically touching the radio. A Packet Data Gateway (PDG) has been included with the Hosted Master Site to facilitate the IV&D transport layer. Customers are responsible for CEN hardware, backhaul connectivity to the master, and software license to subscriber. Availability CEN connections to the Hosted Master Site is limited to the capacity supported by the current system release of the Master Site and based on a first come first served basis.
2. **Text Messaging** – Text Messaging Service makes use of the IV&D transport layer. A Packet Data Gateway (PDG) has been included with the Hosted Master Site to facilitate the IV&D transport layer. Customers are responsible for CEN hardware, backhaul connectivity to the master, and software license to subscriber. Availability CEN connections to the Hosted Master Site is limited to the capacity supported by the current system release of the Master Site and based on a first come first served basis.
3. **Over the Air Rekeying** – Over the Air Rekeying makes use of the IV&D transport layer. A Packet Data Gateway (PDG) has been included. Customers are responsible for CEN hardware, backhaul connectivity to the master, and software license to subscriber. Availability CEN connections to the Hosted Master Site is limited to the capacity supported by the current system release of the Master Site and based on a first come first served basis.
4. **Gold Elite Dispatch Consoles** – The embassy switch will support a maximum number of Gold Elite consoles. The maximum number of Gold Elite consoles supported is a function of the link bandwidth between Central Electronics Bank (CEB) and embassy switch that will need to be determined via AEB summing calculation on a case by case basis. The availability of adding Gold Elite consoles will be based on a first come first served basis. Customers are responsible for AMB and AIMI boards and console software refresh. Once the maximum number of Gold Elite console is achieved then customers will need to purchased MCC 7500 consoles.
5. **MOSCAD** – The Motorola Supervisory Control and Data Acquisition (MOSCAD) Graphic Master Central (GMC) coupled with the MOSCAD Remote terminal Unit (RTU) creates a fault management subsystem that ports non-SNMP alarms, such as environmental alarms, over to the SNMP alarming system (UEM). MOSCAD also provides control capabilities through dry-contact relays, and limited programming capabilities to non-IP-based site equipment such as channel banks, microwave equipment, GPS receivers, and legacy base stations. A GMC, GWS, and RTU has been included as part of the Hosted Master Site equipment and will be located at the Master site. Customers are responsible for GWS and RTU needed to provide alarm monitor capabilities to their radio system sites.

The following matrix provides the maximum number of licenses and simultaneous sessions supported per application that could operate on the Network Manager Terminal:

Application	Description	Max Licenses and Simultaneous Sessions
Unified Network Configuration (UNC)	Provides the capability for a user to enter configuration information for all infrastructure and transport objects.	7
User Configuration Manager	Provides the capability for a user to enter configuration information for all radio users, console users and some security.	16
Unified Event Manager (UEM)	Network Fault Management tool.	6
Zone Watch	Provides a graphical display of channel activity for an entire zone by channel.	5
Historical Reports	Provides the capability for users to manually or automatically generate historical performance reports through the use of standard templates.	10
Dynamic Reports	Provides the capability for users to generate near real-time graphical reports showing the total system utilization for talkgroup, private, and interconnect calls.	5
Radio Control Manager (RCM)	This option also includes Radio Inhibit, Dynamic Regrouping and Status capability.	32
Affiliation User Reports	Allows a user to observe selected real time affiliations in the zone for sites, talk groups, or individual radio users. Also provides graphing capabilities.	5

The following matrix provides the Master Site Core Features for a SmartZone 3.0 and ASTRO 25 System:

Master Site Core Feature	SmartZone 3.0	ASTRO 25 System
Zones	1	1-7
RF Subsystems	100	100/zone
Channels	N/A	700/zone
Simulcast Cells	N/A	64/zone
Simulcast Sites per Cell	10	15
Channel per Simulcast Cell	28	30
Channel per Repeater Site (IR)	28	28
Unit IDs	48,000	64,000
Affiliated Users	48,000	64,000
Talkgroup	4,000	16,000
Dispatch Supported	Gold Elite	Gold Elite and MCC 7500
Dispatch Sites	N/A	55/zone
Dispatch Positions	N/A	2,000
Modulation Type Supported	Analog, Digital, Mixed Mode	Digital FDMA or TDMA
Frequency Band Supported (MHz)	VHF, 350, UHF, 800, 900	VHF, 350, UHF, 700, 800
Portable Supported	ASTRO Saber, MTS 2000, XTS 1500/2500/5000	APX XTS 1500/2500/5000
Mobile Supported	MCS 2000, ASTRO Spectra, XTL	ASTRO Spectra, XTL APX
Max number of Security Groups	N/A	2,000

6. **SmartX-** Motorola has developed an IP migration solution called the SmartX Site Interface that enables customers with legacy Motorola systems such as SmartNet, SmartZone 3.0 and SmartZone 4.1 systems to gradually migrate to an ASTRO 25 IP network. SmartX site license has been included as part of the Master Site. Customers are responsible for SmartX converter hardware and software, Gold Elite and base station software refresh, AIMI and AMB hardware, network hardware, and backhaul connectivity to the Master Site.

## APPENDIX D

### South Florida Hosted Master Site Service Support Plan

#### Overview:

Motorola's Hosted Master Site System Support Plan will provide its users with a fully equipped, ready to go service solution. The ongoing operation and system performance of the South Florida Hosted Master Site is an effort by Motorola Solutions to ensure the health of the system throughout its life cycle.

Motorola is responsible for continuously maintaining system performance, availability, and functionality of the South Florida Hosted Master Site, beginning upon Final System Acceptance and continuing throughout the contract term. Maintenance responsibilities include any support structures and resources provided by Motorola for the Master Site and all System-management and System-supervisory platforms provided and installed by Motorola.

Motorola responsibilities include:

- **Master Site Infrastructure Control**  
This structured process for managing global changes to the Master Site infrastructure incorporates configuration management and coordinates with the Users management team and Motorola System Manager Approvals.
- **Infrastructure Repair/Site Maintenance**  
Rapid on-site response is enabled through a strategically stored spares inventory and logistics; module repair or swap-out; and routine site maintenance.
- **Database Administration/Network Security**  
Regular scheduled database backups stored in strategic location, in combination with authorized and authenticated password control, ensures the highest possible protection for the safety and security of network data and provides the highest level of network security.
- **Reporting**  
Monthly meetings with the Users and Motorola team members who are responsible for the ongoing operability of the South Florida Hosted Master Site are held to review performance/activity reporting, develop action plans, assign accountability, and set resolution deadlines.

The below items provide Statement of Work (SOW) details that are implemented throughout the life cycle support and service of the South Florida Master Site.

1. Maintenance Plan
2. Escalation Procedures
3. Network & Security Monitoring
4. System Management Reports
5. Local On-Site Infrastructure Support
6. Infrastructure Repair with Advanced Replacement
7. Table of Severity Codes and Response Times
8. Preventative Maintenance
9. SMA/SUAI
10. Technical Support

## 1. Maintenance Plan:

The system support provided by Motorola's maintenance plan shall consist of Motorola's response to the Customer's notification of a system failure or system alarm, equipment repair/alarm and preventative maintenance.

System failures, malfunctions or interruptions shall be reported to Motorola's System Support Center at **1-800-323-9949** by either the customer or a Motorola Field Service Technician. Motorola Dispatch Operations will generate a Customer Service Request (CSR) and initiate the "CSR Sequence of Events upon Initiation of a Service Call".

### 1.1. Maintenance for Non-Movable Equipment

All Motorola Hosted Master Site Non-Movable equipment service requests will involve Dispatch Operations of the Motorola System Support Center. The Dispatch Operations function evolves from a telephone dispatch center which is staffed 24 hours/day, seven (7) days/week to receive telephone requests for a number of different maintenance support services via **1-800-323-9949**. The initiation of a service request establishes an electronic record of the request and all subsequent actions with time/date and resource/support person involved through and to the resolution of the event. Thus, the System Support Center personnel are empowered to act as the "focal-point" to manage and utilize predetermined resources and people in order to address any given situation. In addition, Motorola's Dispatch Operations reports to the affected customer(s) and field service technician the status, both during resolution and upon completion, of all the actions taken; any FRU's or replacement parts used and repair cycle-time of each Customer Service Request (CSR). The predetermined resource "contact lists" utilized by Dispatch Operations personnel, along with procedure details, resource coordination and goals, are covered in subsequent paragraphs.

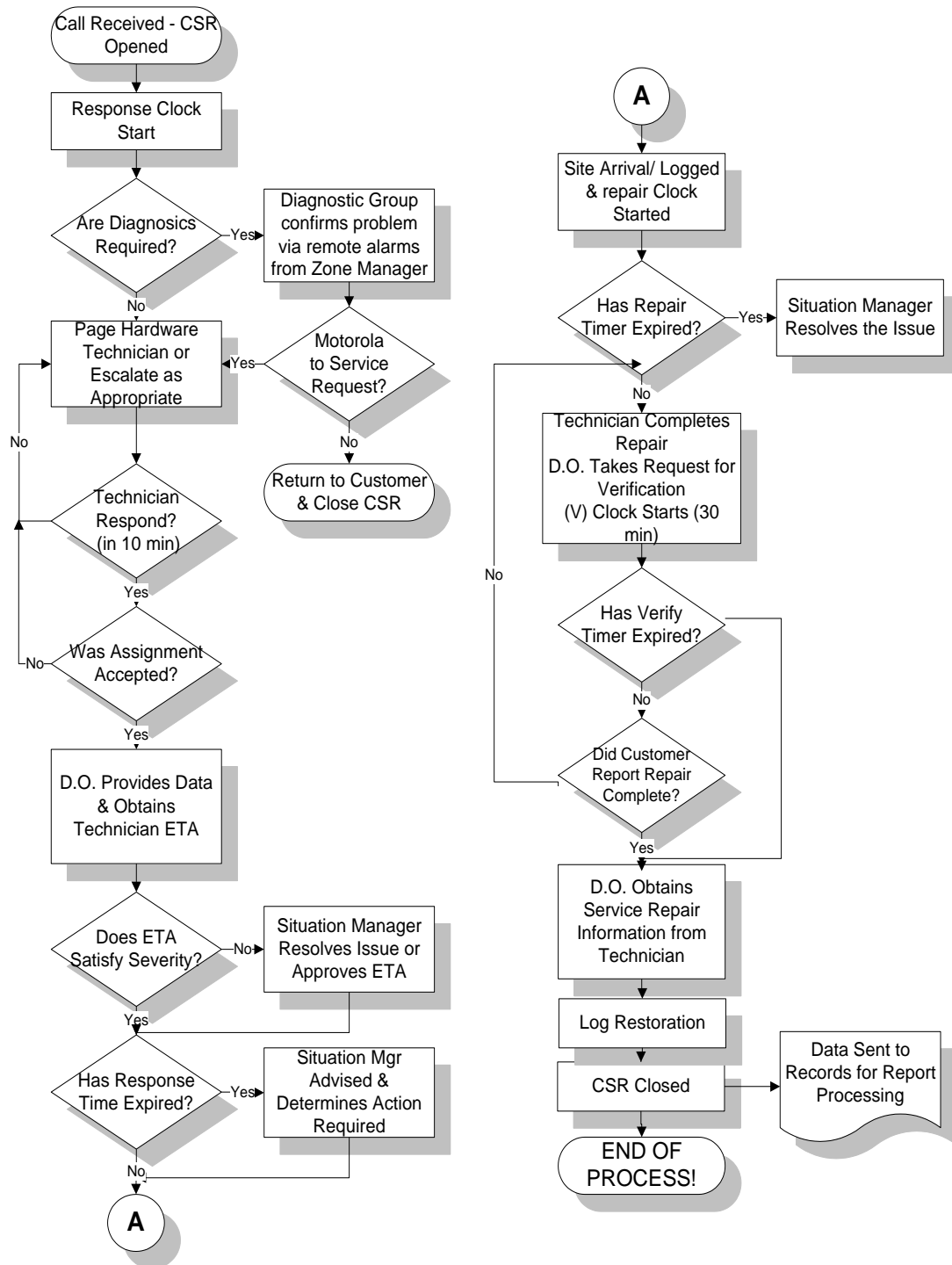
In order to insure coordination of efforts and focus, Dispatch Operations shall be the input or entry point for all customer originated actions and all Motorola "internal" originated actions which would include retrofit programs, and software or coverage investigations. Motorola's Dispatch Operations at **1-800-323-9949** shall be the central point of contact for all communications and information transmittal from any field entity, Motorola Field Technician or management and subcontractors, to the customer. Each customer shall have unrestricted access to all HMS service request data for each system using HMS, with special emphasis on CSR that could impact that customer.

### 1.2. Service Request Processing for Non-Movable Equipment

All Motorola Hosted Master Site requests for service of Non-Movable equipment will be routed to Dispatch Operations at **1-800-323-9949**. Upon receipt of a request for service by a Dispatch Operations operator, a Customer Service Request (CSR) will be initiated on Dispatch Operations' computer tracking system with appropriate customer identification, time and date stamp and a sequence number. Dispatch Operations will then page the designated on-call pager and dispatch the appropriate Field Technician. The Field Technician will report site arrival to Dispatch Operations. Dispatch Operations will escalate to a higher level field service manager when pre-determined goals or time frames have not been achieved to insure response times or restore times are met. Once repairs are considered complete, the system field technician will call Dispatch Operations to request customer verification. Once verification is complete or time has expired, the system field technician will close out the CSR with the appropriate close-out

comments and data including a complete description of the repair, miles traveled and travel time round trip.

### 1.2.1.TYPICAL FLOW OF A CSR THROUGH THE SSC



### 1.2.2. CSR SEQUENCE OF EVENTS UPON INITIATION OF A SERVICE CALL

#### **CUSTOMER BEGINS**

**PROCESS:** Customer calls **1-(800-323-9949)** and reports a problem to Motorola Dispatch Operations.

**CALL RECEIVED:** Customer gives **System ID** for their location.

Dispatch Operations will record the caller's name and call back phone number and name of the User/ Customer

Customer will give a description of the problem.

#### **DISPATCH OPERATIONS:**

Will Give Customer the CSR Number.

#### **PAGE/ASSIGN:**

Dispatch Operations will page the designated on-call pager for the system ID.

Dispatch Operations will dispatch the Field Technician.  
Dispatch Operations will ask for the estimated time of arrival.  
(Estimated time of arrival must be under two hours from the time the call is received.)

#### **NOTE:**

*If the estimated time of arrival is over two hours, it will be escalated to the System Support Center Situation Manager.*

#### **SITE ARRIVAL:**

Field Technician will report site arrival to Dispatch Operations.

Dispatch Operations will record site arrival.

Dispatch Operations will report site arrival to the customer.

#### **VERIFICATION:**

Once repairs are considered complete, the System Field technician will call Dispatch Operations to request customer verification.

Dispatch Operations will call the customer that created the CSR, or their on-duty replacements and request verification that the repairs are complete.

#### **CLOSE OUT:**

Once verification is complete, Dispatch Operations will ask The Field technician for close out data of the repair including a complete description of repair, miles traveled and travel time round trip.

## 2. Escalation Procedure:

"Escalation's" are the steps taken to expedite a repair by meeting certain goals within specified time frames. These time frames and goals are outlined in Section 7.

**Case Escalation Table**

Milestone	Action
Case creation	Initiation of case.
10 minutes	SSC has 10 minutes to dispatch new case to Tech Support or Field.
30 minutes	If case not Assigned, Case is escalated to Motorola Field Service Organization ("FSO") System Manager
40 minutes	If System Manager does not respond, Case is escalated to FSO Manager.
50 minutes	FSO Manager does not respond, Case is escalated to Customer Service Manager (CSM)
60 minutes	CSM does not respond, Case is escalated to Regional Service Manager (RSM)
70 minutes	RSM does not respond, Case is escalated to Territory Service Manager (TSM)
80 minutes	TSM does not respond, Case is escalated to Service VP.

\*\*\*Note: When the CSM is contacted for case escalation, the Case Management System (Clarify) will send an automated message to the Escalation Management Team contacts from the above table. This escalation will happen for every milestone in the case. \*\*\*

## 3. Network & Security Monitoring:

### 3.1. Description of Services

Network & Security Monitoring is a service that provides Network Monitoring, Security Monitoring, Security Update Service (SUS), Dispatch Service and On-Site Infrastructure Response services to the South Florida Hosted Master Site. This service is applicable only for the following system types: ASTRO 25 current shipping System Release and three prior System Releases.

Coverage only extends to the newly installed ASTRO 25 South Florida Hosted Master Site plus any accompanying SmartX Site Converter(s). Network & Security Monitoring will not be applicable to any existing remote sites that are linked to the newly installed ASTRO 25 Master Site through the SmartX Site Converter.



Network & Security Monitoring includes the monitoring of the South Florida Hosted Master Site system infrastructure as well as monitoring Motorola security equipment. Monitoring security equipment requires a Core Security Management Server. Motorola will monitor Elements of a System for Events, as set forth in the Monitored Elements Table in Appendix 1.

When the Motorola System Support Center (SSC) detects an Event, trained technologists will acknowledge the Event, run remote diagnostic routines, and initiate an appropriate Response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of Motorola FSO. If dispatched, Motorola FSO will respond to the South Florida Hosted Master Site location based on pre-defined Severity Levels and Response times in order to restore the System (See the Severity Definitions Table and the Response Time section7)

Motorola will provide Case Management as set forth herein. The SSC maintains contact with on-site Motorola FSO until System Restoral occurs and Case is closed. The SSC will continuously track and manage Cases from open to close through an automated Case tracking process. This Case management allows Motorola to provide activity and performance reports as well as ensures timely resolution of issues.

Security Update Service (SUS) provides the latest anti-virus definitions, intrusion detection sensor (IDS) signature updates (only for IDS supplied to Customer by Motorola), and Microsoft operating system security patches that have been pre-tested on a Motorola test system to verify compatibility with the ASTRO 25 System. Customer is notified when pre-tested updates are available electronically.

Core Security Management Server: Motorola will proactively manage the security Elements present on the System as needed to mitigate the risk of vulnerability such as a virus, worm or other intrusive attack on the System. This may include periodically deploying the latest release of pre-tested anti-virus definitions to the anti-virus management server and updating the intrusion detection sensor signature files. Motorola will also modify intrusion sensor settings and update firewall settings.

### **3.1.1.Motorola responsibilities:**

- 3.1.1.1. Provide dedicated Connectivity through a private network connection necessary for monitoring the South Florida Hosted Master Site.
- 3.1.1.2. Provide Motorola owned server for monitoring ASTRO 25 security elements.
- 3.1.1.3. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 3.1.1.4. Coordinate with Motorola FSO to maintain service authentication credentials.
- 3.1.1.5. Continuously receive service requests.
- 3.1.1.6. Perform Continuous monitoring of System Elements as set forth in the Monitored Elements Table in Appendix 1.
- 3.1.1.7. Interpret System Events and determine appropriate Response. An appropriate Response could include the following actions: notify Motorola FSO of activity, continue monitoring the Event for further development, review System log files or transfer the Event information to a Case notification system.
- 3.1.1.8. Remotely access the South Florida Hosted Master site to perform remote diagnostics.
- 3.1.1.9. Attempt remote Restoral, as appropriate. Some System functions may be disrupted as necessary to maintain System integrity until further validation of the Event occurs. This may include shutting down applications, applying security tools, resetting box, or instructing Motorola FSO to reload applications and operating system software as necessary. No remote restoral events shall take

- place that could impact end user functionally without prior notification and approval from the affected System's manager.
- 3.1.1.10. Create a Case as necessary when service requests are received. Gather information to perform the following:
    - 3.1.1.10.1. Characterize the issue
    - 3.1.1.10.2. Determine a plan of action
    - 3.1.1.10.3. Assign and track the Case to resolution.
  - 3.1.1.11. Dispatch Motorola FSO, as required, by Motorola standard procedures and provide necessary Case information collected
  - 3.1.1.12. Ensure the required personnel have access to information as needed.
  - 3.1.1.13. Disable and enable System devices, as necessary.
  - 3.1.1.14. Motorola FSO will perform the following on-site:
    - 3.1.1.14.1. Run diagnostics on the Infrastructure or FRU.
    - 3.1.1.14.2. Replace defective Infrastructure or FRU, as applicable. Motorola will provide Infrastructure or FRU for South Florida Hosted Master site.
    - 3.1.1.14.3. Provide materials, tools, documentation, physical planning, manuals, diagnostic/test equipment and any Security requirements necessary to perform the Maintenance service.
    - 3.1.1.14.4. If a third party Vendor is needed to restore the System, Motorola FSO will accompany that Vendor onto the South Florida Hosted Master Site premises.
  - 3.1.1.15. Verify that Restoration is complete or System is functional.
  - 3.1.1.16. Escalate the Case to the appropriate party upon expiration of a Response time.
  - 3.1.1.17. Close the Case upon receiving notification, indicating the Case is resolved.
  - 3.1.1.18. Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor (IDS) signatures for Motorola supplied IDS and Microsoft operating system security patches, as available, from Motorola selected commercial suppliers.
  - 3.1.1.19. Evaluate anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.
  - 3.1.1.20. Test anti-virus definitions, intrusion detection sensor signatures for Motorola supplied IDS, and Microsoft operating system security patches by deploying them on a dedicated test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications for current System Release and three previous System Releases.
  - 3.1.1.21. Confirm that tested anti-virus definitions, intrusion detection sensor signatures for Motorola supplied IDS, and operating system software patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
  - 3.1.1.22. Address issues identified during testing to support functionality by working with Motorola selected commercial supplier or Motorola product development engineering team.
  - 3.1.1.23. Motorola will deploy pre-tested updates to anti-virus management server and intrusion detection sensor for Motorola supplied IDS, if present on the System and System includes a Core Security Management Server, on a weekly basis or as determined necessary by Motorola. High-priority anti-virus definition releases will be made available within 24 hours of commercial supplier release or at Motorola's discretion.
  - 3.1.1.24. Notify Motorola FSO when anti-virus definition updates and intrusion detection sensor signatures are available or have been deployed on the South Florida Hosted Master Site.

- 3.1.1.25. Release and notify Motorola FSO when Microsoft operating system security patches are certified and available with instructions for obtaining patches  
Microsoft operating system security patches will be released monthly
- 3.1.1.26. Maintain annual licenses for anti-virus definitions and intrusion detection sensor signatures for IDS supplied to Motorola FSO, by Motorola, with Motorola selected commercial supplier.

Provide the following reports, as applicable:

- 3.1.1.27. Case activity reports to Motorola FSO.
- 3.1.1.28. Network Security Monitoring Service reports for South Florida Hosted Master site.
- 3.1.1.29. Network Activity/Availability Reports.

**3.1.2. Motorola FSO responsibilities:**

- 3.1.2.1. Allow Motorola continuous remote access to obtain System availability and performance data.
- 3.1.2.2. Allow Motorola to access System if firewall has been installed: provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound).
- 3.1.2.3. Deploy pre-tested operating system software patches on the South Florida Hosted Master Site.
- 3.1.2.4. Provide Motorola with pre-defined Motorola FSO information and preferences prior to Start Date necessary to complete the Support Plan.
- 3.1.2.5. Provide 7/24 security contact and escalation list
- 3.1.2.6. Case notification preferences and procedures
- 3.1.2.7. Repair Verification preference and procedure
- 3.1.2.8. Database and escalation procedure forms.
- 3.1.2.9. Submit changes in any information supplied in the Motorola FSO Support Plan to the Customer Support Manager and System Manager.
- 3.1.2.10. Provide the following information when initiating a service request:
- 3.1.2.11. Assigned System ID number
- 3.1.2.12. Problem description and site location
- 3.1.2.13. Other pertinent information for Motorola to open a Case.
- 3.1.2.14. Notify the SSC when Motorola FSO performs any activity that impacts the System. (Activity that impacts the System may include, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the System to perform maintenance.)
- 3.1.2.15. As necessary, upgrade System to supported System Release with Motorola support.
- 3.1.2.16. Allow Motorola access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.1.2.17. Install Motorola supplied Infrastructure or FRU, as applicable, in order for Motorola to Restore the System.
- 3.1.2.18. Maintain and store in an easily accessible location System backups and any/all Software needed to restore the System.
- 3.1.2.19. Verify with the SSC that Restoration is complete or System is functional.
- 3.1.2.20. Comply with the terms of the applicable license agreements between Motorola and the Non-Motorola Software copyright owners.

### **3.1.3.Customer responsibilities:**

- 3.1.3.1. Maintain a Software Maintenance Agreement (SMA), subject to negotiation and agreement of the parties, or a Software User Agreement II (SUAll), subject to negotiation and agreement of the parties, ensuring customer owned equipment Software Release is in accordance with the South Florida Hosted Master Site Software Release.
- 3.1.3.2. SMA or SUAll may include but not limited to: support for SmartX, Software for Dispatch Console such as Gold Elite or MCC7500, P25 infrastructure that will be interfaced to the South Florida Hosted Master Site.

## **4.0 System Management / Performance Management Reports:**

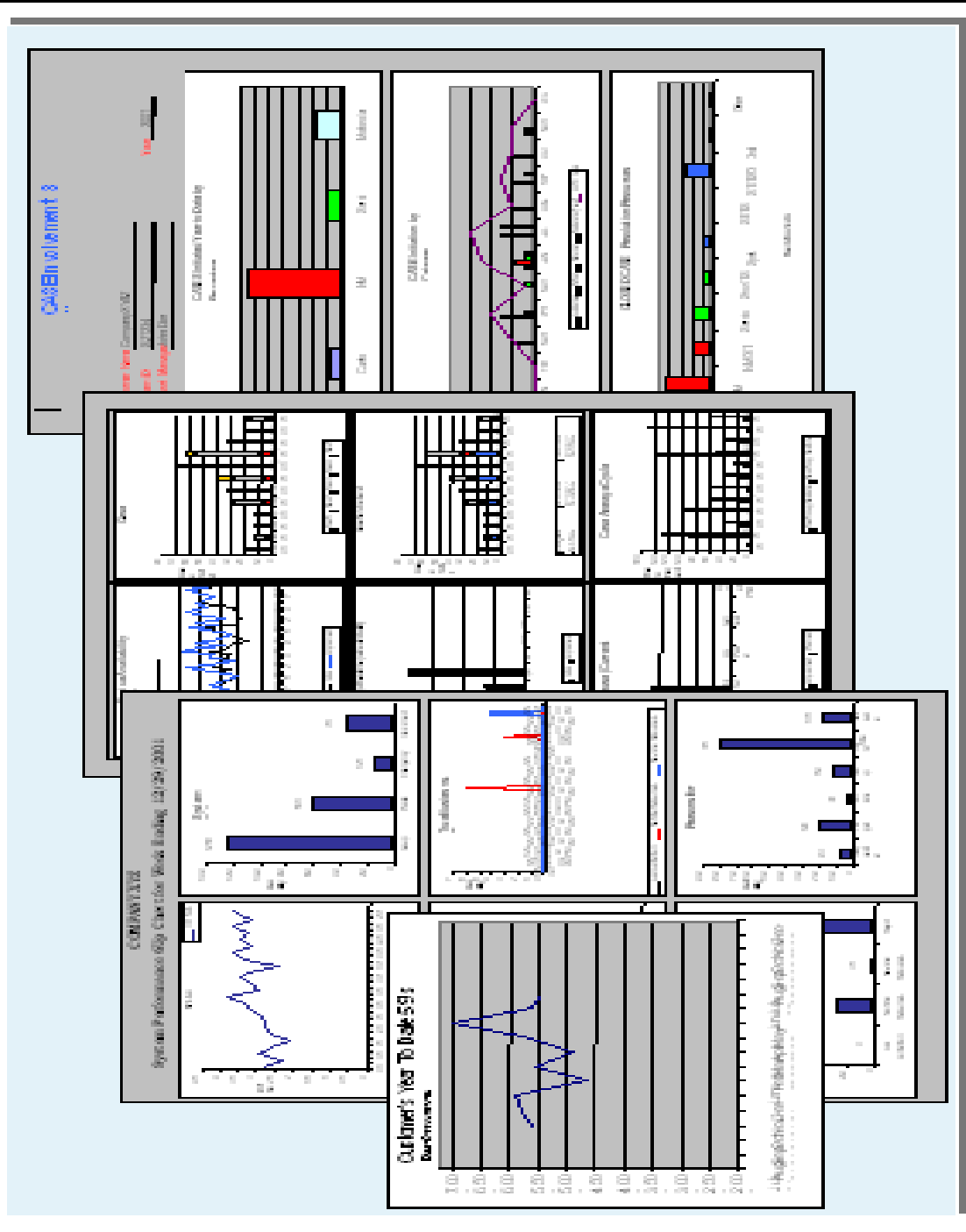
### **4.1 Description of Services**

Performance Management Reports are a set of documents that report on the operational performance of the South Florida Hosted Master site. The reports transform raw System data into actionable information. Using the information provided by the reports, Motorola can guide network activities for effective capacity planning, trend analysis, and network performance optimization. Performance Management Reports enable Motorola to evaluate the critical system load parameters of the South Florida Hosted Master site to show where and when system bottlenecks occur and to allow for future system growth planning. Network Monitoring Service is required for the Performance Management Reports Service.

Coverage only extends to the newly installed South Florida Hosted Master site and up to any accompanying SmartX Site Converter(s), and any concurrently installed ASTRO 25 sites. Performance Management Reports will not be applicable to any existing remote sites that are linked to the newly installed South Florida Hosted Master Site through the SmartX Site Converter. Any and all reports generated shall be shared with the system managers of the attached systems.

### **4.2 Motorola responsibilities:**

- 4.2.1 Collect and store performance data via Connectivity in place for Motorola's Network Monitoring Service. Completed Performance Management Reports will be stored on a Motorola web site for access. Lost performance data that occurs through System or Connectivity failures may occur. Motorola will generate reports with the data that is collected and note any lost data intervals on the reports.
- 4.2.2 Generate detailed performance reports.
- 4.2.3 Deliver one set of Performance Management Reports to participating Customer(s) during the warranty Period. These reports will be delivered upon a schedule mutually agreed upon by the Customer(s) and Motorola.
- 4.2.4 Provide Connectivity to enable Motorola to monitor the South Florida Hosted Master site. Failure to provide connectivity may prevent Motorola from rendering the Performance Management Reports service described in this section.
- 4.2.5 Allow Motorola Continuous access to retrieve performance data from the South Florida Hosted Master Site.
- 4.2.6 Charts and Metrics deliver a portfolio of charts that provide an overview of key Network performance parameters. These parameters may include device availability, link performance, channel utilization and busy rate which are tracked at the system, zone, site and channel level as seen in the below example.



**The system availability metrics give an accurate and overall picture of system performance.**

## **5. Local On-Site Infrastructure Support:**

### **5.1. Description of Services**

Motorola On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at the South Florida Hosted Master Site to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the FSO and dispatches a qualified technician to the site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

On-Site Infrastructure Support provides for the Field Service Organization (FSO) On-site technicians to serve as the primary point of contact. The responsibility of the On-Site FSO Support team will be defined as the first call of support through the Call Center Operations to triage and restore the SmartZone Radio Communication Systems.

### **5.2. Motorola has the following responsibilities:**

- 5.2.1. Respond to requests for the restoration of failed systems and diagnosis of operation problems in accordance with the severity level and response times as outlined in section 7.
- 5.2.2. Perform regularly scheduled maintenance checks and routines in accordance with applicable Motorola service documentation.
- 5.2.3. Perform diagnostics on the Component/Field Replaceable Unit (FRU) /assembly
- 5.2.4. Restore the System by replacing defective Component/FRU/assembly:
- 5.2.5. FRU and assembly will be provided by Motorola.
- 5.2.6. Provide materials, tools, documentation, diagnostic and test equipment necessary to perform the Maintenance service.
- 5.2.7. Repairs may be made either through a site visit or access through the use of a remote maintenance terminal by a trained technician.
- 5.2.8. Motorola FSO shall be available twenty-four (24) hours per day, seven (7) days per week, and 365 days per year.
- 5.2.9. Motorola FSO shall be responsible for repair, and return of equipment.
- 5.2.10. Inform Users of progress for repairs and returns of equipment.
- 5.2.11. Wherever possible, equipment will be replaced using Motorola FRU's in order to restore the system most quickly to proper operation.
- 5.2.12. In the event that a malfunctioning board is one that does not have a spare, Motorola FSO will contact the SSC to arrange for on an as-available basis, an advanced replacement part.
- 5.2.13. Motorola FSO is responsible for all shipping, receiving and ensuring proper tracking.
- 5.2.14. Non-Motorola equipment may be shipped to the Original Equipment Manufacturer (OEM) for service. Motorola FSO makes no time commitment for such equipment but does agree to coordinate and monitor the process.
- 5.2.15. Motorola FSO will store at each site, in a secure locked area, owned spare parts and components to ensure prompt repair of the equipment.
- 5.2.16. Motorola FSO will notify Users if any equipment malfunction is determined to be the fault of any other company.
- 5.2.17. Motorola FSO shall clear all trouble reports with Users and staff person who reported the trouble. Repairs will not be considered complete until cleared.
- 5.2.18. Establish and maintain a service report database. A complete database of all service calls reported on the system can be viewed through "Motorola On Line" (MOL).

- 5.2.19. Maintain site logs recording site activities. The logs of all sites can be integrated into a site log report.
- 5.2.20. If Motorola discovers equipment that does not perform per the specifications or found inoperable, Motorola will replace and / or repair the equipment with Motorola owned spares.

### 5.3. Service Organization Chart

A list of individuals currently assigned to the above positions, and their phone numbers, will be maintained by Motorola with an updated copy provided to the User's within one week, each time there is a change.



## 6. Infrastructure Repair with Advanced Replacement:

### 6.1. Description of Services

Infrastructure Repair with Advanced Replacement is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide an Advanced Replacement unit(s) or FRU(s) in exchange for malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

**6.2. Motorola has the following responsibilities:**

- 6.2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 6.2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 6.2.3. Program FRU to original operating parameters based on templates.
- 6.2.4. Properly package and ship Advanced Replacement FRU from IDO or select third party FRU inventory.
- 6.2.5. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Select third party FRU may ship second day air via Federal Express Priority Overnight or UPS red as noted in the attached exhibit(s). Motorola will pay for such shipping.
- 6.2.6. When sending the Advanced Replacement FRU, provide a return air bill in order to return the malfunctioning FRU. The malfunctioning FRU will become property of IDO or select third party.
- 6.2.7. Provide repair return authorization number upon request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 6.2.8. Receive malfunctioning Infrastructure and document its arrival, repair and return.
- 6.2.9. Perform the following service on Motorola Infrastructure:
  - 6.2.9.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 6.2.9.2. Replace malfunctioning FRU or Components.
  - 6.2.9.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
  - 6.2.9.4. Perform a Box Unit Test on all serviced Infrastructure.
  - 6.2.9.5. Perform a System Test on select Infrastructure.
  - 6.2.9.6. Provide the following service on select third party Infrastructure:
  - 6.2.9.7. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 6.2.9.8. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
  - 6.2.9.9. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
  - 6.2.9.10. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
  - 6.2.9.11. Re-program repaired Infrastructure to original operating parameters based on templates.
  - 6.2.9.12. Ship repaired Infrastructure to the specified address during normal operating hours. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping



## 7. Table of Severity Codes and Response Times:

### 7.1. Severity Level Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"><li>▪ Response is provided continuously</li><li>▪ Major System failure</li><li>▪ 33% of System down</li><li>▪ 33% of Site channels down</li><li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li></ul>
Severity 2	<ul style="list-style-type: none"><li>▪ Response during Standard Business Day</li><li>▪ Significant System Impairment not to exceed 33% of system down</li><li>▪ System problems presently being monitored</li><li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li></ul>
Severity 3	<ul style="list-style-type: none"><li>▪ Response during Standard Business Day</li><li>▪ Intermittent system issues</li><li>▪ Information questions</li><li>▪ Upgrades/Preventative maintenance</li><li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li></ul>

### 7.2. Table B: Response Time

Severity Level	Response Time
Severity 1	Within 2 hours from receipt of Notification: Continuously
Severity 2	Within 4 hours from receipt of Notification: Standard Business Day
Severity 3	Within 24 hours from receipt of Notification: Standard Business Day

## 8. Preventive Maintenance Procedures and Schedule:

- 8.1. Preventive maintenance procedures will be documented by a MCM work ticket. The Field Service Technician will contact Motorola Dispatch Operations and open a CSR for each preventative maintenance routine. Below is a sample PM Schedule.

PM Schedule	Affect Customer	Duration / Min	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually
<b>Antenna Networks</b>								
Check Tower Top Amps Gain						X		
Check Antenna VSWR / TX Ants	X	10				X		
Check Antenna VSWR / Rx Ants	X	10						X
<b>DB Sentry TX Combiner/RX Multi-Coupler</b>								
DB							X	
DB							X	
DB							X	
DB							X	
<b>Mutual Aid MSF 5000 Conv.</b>								
MA						X		
MA						X		
MA						X		
MA						X		
MA						X		
<b>QUANTRO ASTRO Base</b>								
						X		
						X		
						X		
						X		
						X		
<b>Astro-Tac Comparator</b>								
<b>Spectra-Tac Comparator</b>								
							X	
<b>MBX Equipment</b>								
							X	
							X	
<b>Digital Interface Units</b>								
<b>DB Host Equipment</b>								
DB			X					
<b>Zone Manager</b>			X					
	X	90		X		X		
							X	
<b>Consoles/Diagnostics Printer</b>								
CC2				X				
CC2					X			
CC2						X		
CC2						X		
CC2						X		
<b>Simulcast Optimization</b>								
	X	30					X	
			X					
<b>Main/Backup Controller</b>								
CSC			X					
CSC				X				
CSC	X	0.5			X			
CSC							X	
							X	
<b>Controller UPS</b>								
					X			

**ATTACHMENT B – Example Site Inspection Checklists**

**Site Access:**

1. Have there been any changes to Site Access since last site inspection? ☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

2. Did you encounter any problems accessing the site? ☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

3. Were there any trees, shrubs or other large obstructions preventing access to the site?

☐ Yes ☐ No

If yes, please explain: \_\_\_\_\_

**Security:**

**Yes No N/A**

- |                                                                |                          |                          |                          |
|----------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Were gates locked on the access road? .....                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does the access drive/compound lock operate smoothly? ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does gate swing/roll freely? .....                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are fences and gates in acceptable condition? .....         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Were gates locked around the building? .....                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Was the building locked? .....                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Was the door alarmed? .....                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Are there any signs of intrusion? .....                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Building/Shelter Information**

**Yes No N/A**

- |                                                                                                      |                          |                          |                          |
|------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Is the paint on the building in acceptable condition? .....                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the building clean? .....                                                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the garbage removed from the building? .....                                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are the floors clean? .....                                                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there cracks in the flooring? .....                                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Do all inside lights work? .....                                                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is the fire extinguisher mounted off the floor & accessible near the entrance? .....              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has the Fire Extinguisher(s) been inspected? <b>Inspection Date:</b> .....                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Has the Fire Suppression System been inspected? <b>Inspection Date:</b> .....                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Is the fire/smoke alarm operating properly? .....                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Is the First Aid Kit stocked? .....                                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Has the Eye Wash Kit been inspected? <b>Expiration Date:</b> .....                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Are there signs of pest infestations in the building/shelter? .....                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Does the building show signs of water infiltration? .....                                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Are any improperly stored chemicals or flammable materials stored inside building/shelter? ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Are all Safety signs still posted inside/outside the building/shelter? .....                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Please ✓ all Areas (A-D) defined below where EME signs in questions 17-21 are posted?

- A.) At the entrance of property (Gate, fence, main entrance, etc.)
- B.) On the building or entrance to Equipment Room
- C.) On the Tower, Exit to Roof, or Antenna mounting structure
- D.) On Antenna Grid mounted on Roof

17. How many **Blue NOTICE** signs are on the site? Location: ☐ A ☐ B ☐ C ☐ D
18. How many **Yellow CAUTION** signs are on the site? Location: ☐ A ☐ B ☐ C ☐ D
19. How many **Red WARNING** signs are on the site? Location: ☐ A ☐ B ☐ C ☐ D
20. How many **EME SITE GUIDELINES** signs are on the site? Location: ☐ A ☐ B ☐ C ☐ D
21. How many **Personal Protective Equipment (PPE) Notices**? Location: ☐ A ☐ B ☐ C ☐ D

**Electrical:**

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Have there been any changes to the electrical components at the site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do the main and sub panels remain accessible (requires min. 36" clearance)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the electrical meter remain accessible? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are there any knock-outs or missing breakers not protected on Main Panel? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Are there any knock-outs or missing breakers not protected on Sub Panel? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is each breaker labeled by an approved roster in the panel door? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is each outlet labeled with corresponding circuit & panel? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Is the wiring from panel to site equipment in conduit? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are any extension cords used on site equipment? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there evidence of frayed wiring or any other visible declining of wiring? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Site Exterior Information:**

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Do all outside lights work? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the grass cut? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the site free of weeds? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are there shrubs prohibiting access to building/shelter? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the site free of trash, refuge and excess materials? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is there evidence of trash dumping on property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is there evidence of distressed vegetation? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are there signs of burning or burn barrels? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is there evidence of vandalism at the site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Are there signs of pest infestations at the site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Are there signs of erosion on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Are culverts free of excess debris? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **Site Equipment Information**

#### **HVAC:**

**Yes**   **No**   **N/A**

- |                                                                                |                          |                          |                          |
|--------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Is Thermostat operating properly? .....                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is there evidence of Freon leakage? .....                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is there evidence of acid spillage from coil maintenance or cleaning? ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are there any loose or damaged access panels? .....                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is Lead Lag control operating properly? .....                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are all filters clean? .....                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

General Condition of HVAC Equipment: \_\_\_\_\_

#### **Generator:**

Current Run Hours: \_\_\_\_\_ Fuel Level %: \_\_\_\_\_

Battery Date Code: \_\_\_\_\_

Last Service Date: \_\_\_\_\_

Run Hours on Last Service Date: \_\_\_\_\_

**Yes**   **No**   **N/A**

- |                                                                      |                          |                          |                          |
|----------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Live Run Test performed and operation is acceptable? .....        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is Transfer Switch working? .....                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is there evidence of a spill or leak in the generator room? ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is there a pan under the generator to catch old oil? .....        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is any oil stored on site? .....                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is there evidence that oil has been dumped on site? .....         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is there evidence of any fuel spill at the tank? .....            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Is there any liquid in the containment? .....                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Is there rust or signs of corrosion on the fuel tank? .....       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

General Condition of Generator: \_\_\_\_\_

**UPS/Switch Mode Rectifier/Battery Systems**

**Yes    No    N/A**

- |                                                                                 |                          |                          |                          |
|---------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Is Bypass Switch in Normal Mode? .....                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is there evidence of battery post seal leakage and corrosion? .....          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is there evidence of cover to jar seal leaks? .....                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is there excessive bulging of jars? .....                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is there evidence of battery spillage? .....                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are batteries protected (covered) for obstruction from outside objects?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is there any containment for battery spillage or leaking? .....              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Are batteries properly vented? .....                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Is "No Smoking" sign posted? .....                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Is battery acid level OK? .....                                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Battery Date Code? .....                                                    |                          |                          |                          |

**Dehydrator:**

Run Hours: \_\_\_\_\_ Color of Desiccant: \_\_\_\_\_

Please indicate Pressure Readings (psig) for each pressurized Line below:

Main Line (psig): \_\_\_\_\_

Line 1 (psig): \_\_\_\_\_

Line 2 (psig): \_\_\_\_\_

Line 3 (psig): \_\_\_\_\_

Line 4 (psig): \_\_\_\_\_

### **Tower Structure Information:**

How many antennas are mounted to the tower? \_\_\_\_\_

Have any new antennas been mounted to the tower since last Quarterly Audit? ☐ Yes ☐ No

If yes, describe: \_\_\_\_\_

	Yes	No	N/A
1. Is the FCC Registration Number posted at the base of antenna structure? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is navigational safety painting in acceptable condition (if applicable)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the tower paint cracking, chipping or rusting? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Beacon light appear to be working properly? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Strobe light appear to be working properly? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the tower climbing ladder in place? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is the elevator on the tower working (if applicable)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Do the guy wires have broken strands, rust or corrosion? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the security fencing around wire anchors in good condition? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Are guy wire markers visible? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Were any loose bolts observed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Were any damaged braces or members observed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Were signs of unusual stress or vibration observed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Are climbing facilities, platforms and walkways secure? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Were cracks observed in the foundation? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Are any transmit antennas mounted below the first 10 meters on tower? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. If yes, please identify what type(s) of antennas: _____			
18. Are any antennas within height of workers? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. If yes, please explain: _____			
20. Is there any new building equipment near antennas? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **Grounding**

	Yes	No	N/A
1. Is there any evidence of breaks or damage on ground conductors? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Measure at least 3 Ground Points with Clamp-On Ohm Reader and record readings:			
Ground Point #1 Location: _____			_____ Ohm
Ground Point #2: Location: _____			_____ Ohm
Ground Point #3: Location: _____			_____ Ohm

## **9. Software Support / Software Maintenance:**

### **9.1.1.Description of Service**

Motorola will provide Software Subscription services in accordance with this Statement of Work. Motorola will provide minimum annual releases to be reviewed by the FSO. These software bulletins announce and explain System Release for Motorola and Non-Motorola Software that are available to Motorola FSO for use with their upgrade-capable Motorola Equipment covered by these services. Motorola will provide applicable System Releases as ordered by FSO.

Software Subscription consists of design services for System Release and review System audit data. Motorola will review System audit data along with an Equipment list to avoid potential Software incompatibilities between Equipment that is being upgraded versus Equipment which is not upgraded with the System Release. Motorola will identify additional Equipment and engineering, (if applicable) for the System that is required as a result of the upgrade and will put together a plan for installation of this additional Equipment.

### **9.2. Motorola responsibilities:**

- 9.2.1. Provide to Customer the software bulletins announcing System Release.
- 9.2.2. Provide to Customer those Features included in an System Release that apply to the Motorola Software in Users existing System components.
- 9.2.3. Perform the following Software upgrade design:
  - 9.2.3.1. Review Infrastructure System audit data as needed.
  - 9.2.3.2. Identify additional System equipment needed to implement a System Release, if applicable.
  - 9.2.3.3. Complete a proposal defining the System Release, Equipment requirements, installation plan, and impact to System users.
  - 9.2.3.4. Advise Users of probable impact to System users during the actual field upgrade implementation.

### **9.3. Customer responsibilities:**

- 9.3.1.1. Maintain a Software Maintenance Agreement (SMA), subject to negotiation and agreement of the parties, or a Software User Agreement II (SUAI), subject to negotiation and agreement of the parties, ensuring customer owned equipment Software Release is in accordance with the South Florida Hosted Master Site Software Release.
- 9.3.1.2. (SMA or SUA 2) may include but not limited to: support for SmartX, Software for Dispatch Console such as Gold Elite or MCC 7500, P25 infrastructure that will be interfaced to the South Florida Hosted Master Site.



## **10. Technical Support:**

### **10.1. Description of Services**

Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The SSC's Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; and (iii) is only available for those system types that are supported and approved by Technical Support Operations.

Coverage only extends to the newly install ASTRO 25 Master Site plus any accompanying SmartX Site Converter(s), and any concurrently installed ASTRO 25 sites. Technical Support will not be applicable to any existing remote sites that are linked to the newly installed ASTRO 25 Master Site through the SmartX Site Converter.

### **10.2. Motorola responsibilities:**

- 10.2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times table and the Severity Level defined in the Severity Definitions Table in Appendix 1.
- 10.2.2. Advise caller of procedure for determining any additional requirements for issue characterization and Restoration, including providing a known fix for issue resolution when available.
- 10.2.3. Attempt remote access to the System for remote diagnostics, when possible.
- 10.2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 10.2.5. Coordinate technical resolutions with Vendor(s), as needed.
- 10.2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 10.2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 10.2.8. Provide Configuration Change Support and Work Flow changes to a System that has remote access capability.
- 10.2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

### **10.3. Customer responsibilities:**

- 10.3.1. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 10.3.2. Supply on-site presence when requested by SSC.
- 10.3.3. Validate issue resolution prior to close of the Case.
- 10.3.4. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 10.3.5. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table

## Appendix 1

Private Network Connection IP VPN	Public Internet Connection IP VPN
<b>Standard solution for real time Connectivity</b> <b>Dedicated bandwidth configuration provided to monitor Customers</b> <b>Protected from unauthorized intrusion</b> <b>Encryption available</b> <b>Connectivity available through Motorola</b>	<b>Non Standard solution for Connectivity</b> <b>No dedicated bandwidth provided to monitor Customers</b> <b>Low risk of unauthorized intrusion</b> <b>Encryption is required</b> <b>Customer provides Connectivity to the internet via an internet service provider selected by Customer.</b>

Monitored Elements Table System Type	Equipment
<b><u>ASTRO 25</u></b>	<p>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console and repeater sites switches, GGSN; CWR</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE MASTER SITE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE MASTER SITE RADIO NETWORK UNLESS SPECIFICALLY STATED</p> <p>SmartX Site Converter</p>
<b><u>SECURITY ELEMENTS</u></b> (Monitoring and managing Security Elements is dependent on Customer purchasing Core Security Management Server as Equipment with the Customer System)	Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server