



SYSTEM AND SERVICES AGREEMENT BETWEEN BROWARD COUNTY AND RADIO ONE, INC.

This System and Services Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Radio One, Inc., a Florida corporation registered to transact business in the State of Florida ("Provider" or "Radio One") (collectively referred to as the "Parties").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Authorized Third Party Users. Any non-party individual or entity designated in writing by County to operate or use the System for County or other local governmental or business purposes.
- 1.2 Board. The Board of County Commissioners of Broward County, Florida.
- 1.3 Business hours or business day. 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.
- 1.4 Contract Administrator. The Director of the Office of Regional Communications and Technology or such person's successor as designated by County in writing.
- 1.5 Documentation. All manuals, user documentation, specifications, and other related materials pertaining to the System and other hardware and software that Provider customarily furnishes to purchasers of the System.
- 1.6 Equipment. The hardware and other property identified in Exhibit A being provided to County or supported by Provider pursuant to this Agreement, including any embedded software and firmware incorporated therein or customarily provided by Provider to purchasers of the Equipment.
- 1.7 Purchasing Director. The Broward County Purchasing Director as appointed by the Broward County Administrator.
- 1.8 Services. All required installation, integration, programming, configuration, customization, and enhancements of the System, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the System, as further specified in Exhibit A.
- 1.9 Software. All proprietary or third-party software or other intellectual property, including the Documentation for same, provided or licensed to County or third party users pursuant to this Agreement, including the computer programs (in machine readable object code form) listed in Exhibit A and any subsequent updates, upgrades, releases, or enhancements thereto developed or provided by Provider during the term of this Agreement.

1.10 Specific Support Services. The optional individual maintenance and support services identified in Exhibit B and defined in Exhibit C.

1.11 Support and Maintenance Services. The maintenance and support required to maintain optimal performance of the System as described in the Documentation and Exhibit C, including any Specific Support Services elected by County, as well as the support and maintenance services required for County to achieve and maintain optimal performance of the System.

1.12 System. The Software, Equipment, and other property identified in Exhibit A being provided to County or supported by Provider pursuant to this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Support and Maintenance Services
Exhibit D	Insurance Coverages
Exhibit E	Work Authorization Form
Exhibit F	Payment and Performance Bond
Exhibit G	Security Requirements
Exhibit H	Frequency Plan

If there is a conflict or inconsistency between any provision contained in Articles 1 - 14 and any provision contained in any of the Exhibits, the provision of Articles 1 - 14 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SCOPE OF SERVICES & SOFTWARE LICENSE

3.1 Scope of Services. Provider shall complete all Services required in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.2 Support and Maintenance Services. For so long as requested by County, Provider shall provide Support and Maintenance Services, including any Specific Support Services elected by County, to ensure the proper functioning and optimal performance of the System as set forth in the Documentation pursuant to the terms of Exhibit C. For the first year following Final Acceptance, unless stated otherwise in this Agreement, all Support and Maintenance Services and Specific Support Services for the Software and System are included at no additional cost. For subsequent years, Support and Maintenance Services shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.2.1 Updates, Upgrades, and Releases. For so long as County purchases Network Updates (as defined in Exhibit C), Provider shall promptly provide to County, with advance notice and at no additional cost, any and all updates (including error corrections, bug fixes, security updates, and patches), upgrades, or new releases to the Software (as well as any firmware included with the Equipment), including all that Provider has made available to other licensees of all or part of the Software licensed pursuant to this Agreement. To the extent that any update, upgrade, or new release requires installation, Provider shall perform the installation of the relevant update, upgrade, or new release, either on site or remotely, at no cost to County. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the license granted under this Agreement.

3.2.2 Compatibility. For the full term of this Agreement, Provider will ensure the continued compatibility of the Software and System with all major releases, updates, or upgrades of any third party software used by County for access or operation of the System. In the event Provider is not be able to support any third party software update, upgrade, or new release that is not backwards compatible with the Software or System, Provider shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software and System in accordance with this Agreement. If Provider is unable to provide continued optimal functionality of the Software and System in accordance with this Agreement due to any third party software release, update, or upgrade, County shall be entitled to terminate the Agreement upon written notice with no further obligation to Provider.

3.2.3 Software Enhancements or Modifications. If requested by County, Provider shall incorporate certain features and enhancements into the licensed Software, and the source code for those features and enhancements shall be provided to and be the property of County. Any such request shall be formalized into a Statement of Work that shall define in detail the services to be performed, the financial terms, and the proposed project staffing and schedule. Any such Statement of Work shall be incorporated into a Work Authorization, to the extent permitted by Section 3.4 below, or an amendment to this Agreement.

3.3 License. Provider grants to County a perpetual, royalty-free, nonexclusive license to the Software and System, including to any software embedded in or provided with the Equipment, with no geographical limitations, for an unlimited number of users. This license grant is for use solely for County governmental and business purposes, including on- and off-site access and use of the Software and System by third party users authorized by County, including those persons or entities with which County may contract to operate the System or components thereof, and for the benefit of and use by all governmental entities within County, including the offices of the County constitutional officers.

3.3.1 Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, suppliers of services, or other Authorized Third Party Users shall have the right to concurrently operate and use the System for County or other local governmental or business purpose. If anything less than unlimited,

concurrent use is expressly provided under this Agreement and additional licenses may be required, County's Purchasing Director is authorized to execute a Work Authorization (Exhibit E) to purchase additional licenses for the fee specified in Exhibit B (Payment Schedule).

3.3.2 Additional Uses. County may, if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance. County may, at no additional cost, utilize a hosted environment, including without limitation through a third-party hosting provider, for all otherwise permitted uses of the Software.

3.3.3 Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.3, or (b) to the extent permitted under any applicable open source license.

3.4 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are identified in this Agreement as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit E) executed by Provider and County pursuant to this section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this section shall be executed on behalf of the County as follows: the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

3.5 Contract Administrator Authority. Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 **Term.** The Agreement shall become effective on the date it is fully executed by the Parties (the "Effective Date"). The initial term of the Agreement shall begin on the Effective Date and end two (2) years after the date of Final Acceptance (the "Initial Term").

4.2 **Extensions.** County shall have the option to renew this Agreement for two (2) additional one-year terms by sending notice of renewal to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

4.3 **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.4 **Delivery.** Provider shall deliver the Software, Equipment and Documentation via inside delivery to County in accordance with the project schedule set forth in Exhibit A at the address provided by County. Transportation cost and risk, and the cost of delivery (including lift gate services and depalletization), assembly and installation, including any applicable taxes and all actions necessary to integrate the Equipment into County's existing system, shall be the responsibility of Provider, except to the extent (if any) expressly provided in Exhibit A.

4.5 **Timetable.** If the System fails to achieve Final Acceptance within fifteen (15) months from the Effective Date, County shall have the option to terminate the Agreement by written notice from its Contract Administrator, in which event Provider shall, within fifteen (15) days, pick up the System at Provider's expense and reimburse all sums paid by County under this Agreement, if any. For purposes of this paragraph, any delays caused by County prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County.

4.6 Time is of the essence for all performance required under this Agreement.

ARTICLE 5. COMPENSATION

5.1 For the duration of the Agreement, County will pay Provider in accordance with Exhibit B up to the following maximum amount(s):

Services/Goods	Term	Not-To-Exceed Amount
Equipment, Software, System, and Services per Exhibit A	Initial Term	\$484,841.00
Support and Maintenance Services per Exhibit C	Initial Term	\$188,050.00
Optional renewal terms	Each one (1) year renewal term	\$142,911.50 (first optional renewal term)
		\$147,439.85 (second optional renewal term)
	Total for all renewal terms	\$290,351.35
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$300,000.00
TOTAL NOT TO EXCEED		\$1,264,242.35

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 Method of Billing and Payment

5.2.1 Invoices. Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. Unless otherwise indicated in Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Provider shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers on the form provided by County, as may be modified in County's reasonable discretion. If applicable, the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the certification form, explaining the good cause why payment has not been made. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any

Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period.

5.2.2 Payments. County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to Provider at the most recent address designated under the "Notices" provision of this Agreement. To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any term, condition, or requirement of this Agreement. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.2.3 Unless a shorter period is required under applicable law or under the applicable contract, Provider shall pay its Certified Business Entity ("CBE") subcontractors and suppliers within fifteen (15) days following receipt of payment from County and shall pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County.

5.3 Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

5.4 Fixed Pricing. Prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement, including any optional terms. However, Provider may offer incentive or volume discounts to County at any time.

ARTICLE 6. WARRANTIES AND BOND

6.1 Ownership and License Rights. Provider represents and warrants that it is the owner of all right, title, and interest in and to the Equipment and other property being sold to County under this Agreement, that it has the right to sell such Equipment and other property to County, and that such sale is free and clear of any lien or interest of any other person or entity. Provider further represents and warrants that it has the right to grant to County the rights and the licenses granted under this Agreement as to the Software and System. Provider warrants that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

6.2 System Warranty. Provider represents and warrants to County that for a period of one (1) year from the date of Final Acceptance the Software and System will perform substantially as described in the Documentation and in the Statement of Work (Exhibit A). This warranty does not cover any failure of the Software or System resulting from (a) use of the System in a manner

other than that for which it was intended; (b) any modification of the Software or System by County that is not intended or authorized by Provider; or (c) County's provision of improperly formatted data to be processed through the System.

6.3 Equipment Warranty. Provider represents and warrants to County that for a period of one (1) year from the date of Final Acceptance, the Equipment will perform substantially as described in the Documentation and the Statement of Work (Exhibit A), will be free from defects in workmanship and material, and will have all of the qualities and features and be capable of performing all of the functions described in the Documentation and Statement of Work. This warranty shall not cover any failure of the Equipment resulting from (a) use of the Equipment in a manner other than that for which it was intended; or (b) modification of the Equipment by County not authorized by Provider. Provider also represents and warrants that it is and will remain for the duration of the Agreement an authorized Motorola Solutions dealer, authorized by Motorola Solutions to resell Motorola's MOTOTRBO product line and to perform associated installation, warranty repairs, and maintenance.

6.4 Warranty Regarding Viruses and PCI Compliance. Provider further represents, warrants, and agrees that the System and any software or firmware provided under this Agreement are free from currently-known viruses or malicious software (at the time the System and any subsequent version thereof is provided to County), and that Provider has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of such software and firmware from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the System will accept, transmit, or store any credit cardholder data, Provider represents and warrants that the System complies with the most recent of the Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard.

6.5 Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Provider (whether or not any action or proceeding has been brought) that allege that any part of the System or other property provided to County under this Agreement infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Provider is unaware of any such potential claim. Provider also agrees, represents, and warrants that the System (or any portion thereof) and Services to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

6.6 Quality of Performance and Materials. Provider represents and warrants that all Services and Support and Maintenance Services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Provider agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall meet or exceed prevailing industry and professional

standards for such services. Provider represents and warrants that all materials, Equipment, and products furnished pursuant to this Agreement shall be of good quality and free from defective or inferior workmanship; any items found not to be in conformance with the foregoing and with the Documentation or applicable specifications (if any) in Exhibit A shall be replaced by Provider at no additional cost to County. If requested by County's Contract Administrator, Provider shall develop and utilize a quality assurance plan approved by County to ensure the appropriate quality of the work and materials provided under this Agreement.

6.7 Remedy for Breach of Warranty. In the event of written notice from County of a breach of warranty, Provider shall, at no charge to County, promptly correct the warranty breach including, when required, by (a) correcting or updating the Software, (b) correcting or replacing the affected Equipment, or (c) providing to County other measures that correct the breach. In addition, upon notice from County of any warranty breach or other error or defect in the System, Provider will immediately provide to County any known reasonable methods of operating the System in a manner that eliminates the adverse effects of the error or defect. If Provider is unable to correct a material breach of this article within a reasonable period of time not to exceed ten (10) business days, County shall be entitled to cancel the Agreement and receive a full refund of all amounts paid to Provider, Provider shall arrange for the return of the Equipment at Provider's expense, and neither party shall have any further obligation under the Agreement except as to any provision that expressly survives the Agreement's termination or expiration. In the event of replacement of any of the Software or Equipment, the Software or Equipment as replaced will be warranted as provided above from the date of installation. The remedies in this section are in addition to any other rights and remedies County may have under this Agreement or applicable law.

6.8 Performance and Payment Bonds. Within fifteen (15) calendar days of the Effective Date of this Agreement, Provider shall furnish Performance and Payment Bonds containing all the provisions of the Performance Bond and Payment Bond Forms attached to this Agreement as Exhibit F. The bonds shall be in the amount of one hundred percent (100%) of the total amount of the Agreement (excluding Optional Services and Support and Maintenance) guaranteeing to County the completion and performance of the Services to be provided under this Agreement as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Agreement. The bonds shall be with a surety company which is qualified pursuant to Section 6.10, and shall be in place until one year after Final Acceptance. The bonds shall be increased in the amount of any change to the total amount paid under the Agreement (excluding Optional Services and Support and Maintenance).

6.9 Alternate Form of Security. In lieu of a Performance and a Payment Bonds, Provider may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of County and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by County for one (1) year after Final Acceptance.

6.10 Qualifications of Surety. The bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the bonds exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10, Section 223.111). Further, the surety company shall provide County with evidence satisfactory to County, that such excess risk has been protected in an acceptable manner.

County will accept a surety bond from a company in accordance with the requirements set forth below, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, County shall review and either accept or reject the surety company based on the financial information available to County. A surety company that is rejected by County may be substituted by Provider with a surety company acceptable to County, only if the Agreement price does not increase. The following sets forth, in general, the acceptable parameters for bonds:

Amount of Bond	Policy Holder's Ratings	Financial Size Category
	A, A-	Class I
1,000,001 to 2,000,000	A, A-	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

ARTICLE 7. DELIVERY, TESTING AND ACCEPTANCE

7.1 Software. Unless otherwise stated in Exhibit A, Provider shall, within seven (7) days after the Effective Date, make the Software available to County and deliver to County a master copy of the Software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by County. All County license keys, usernames, and passwords shall be authenticated by Provider and perform according to Exhibit A (Statement of Work).

7.2 Documentation. Provider shall deliver copies of the Documentation to County concurrently with delivery of the applicable Equipment and Software, and thereafter shall

promptly provide any updated Documentation as it becomes available during the term of this Agreement. Provider represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the applicable portions of the System efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

7.3 Final Acceptance Testing. Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by the County, including verification by its Enterprise Technology Services (“ETS”), prior to final written acceptance of the software and software-related services. Within thirty (30) days following completion of installation and integration of the System, County shall test the System to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the “Final Acceptance Criteria”). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Provider prior to the written confirmation by the County’s Chief Information Officer or his or her designee that the System has successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute “Final Acceptance.”

7.3.1 The testing period shall commence on the first business day after Provider informs County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to thirty (30) days.

7.3.2 During the testing period, County may notify Provider in writing of any error or defect in the System so that Provider may make any needed modifications or repairs. If Provider so elects in writing, testing will cease until Provider resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

7.3.3 County shall notify Provider in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County’s notice. If Provider modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 7.3.

7.3.4 In the event Provider fails to remedy the reason(s) for County’s rejection of the System, or any part thereof, within ninety (90) days after County’s initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the System and terminate the Agreement or applicable Work Authorization. If County elects to reject the

System and terminate the Agreement or applicable Work Authorization, all sums paid by County under the Agreement or applicable Work Authorization shall be reimbursed to County by Provider within 15 days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Provider shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, Provider fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties. If the Parties cannot agree upon such value, County shall have the right to reject the System and terminate the Agreement or applicable Work Authorization on the terms stated above in this paragraph.

ARTICLE 8. PROTECTION OF SOFTWARE AND PROPRIETARY RIGHTS

8.1 County Proprietary Rights. Provider acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Provider under this Agreement, including all copyright and other proprietary rights therein, which Provider as well as its employees, agents, subconsultants, and suppliers may use only in connection with the performance of Services or Support and Maintenance Services under this Agreement. All rights, title, and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Provider and its subconsultants specifically for County (collectively, "Developed Works") shall be and remain the property of County. Accordingly, neither Provider nor its employees, agents, subconsultants, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of Provider, or any employee, agent, subconsultants, or supplier thereof, without the prior written consent of County, except as required for Provider's performance hereunder.

8.2 Ownership. Except for custom work products, if any, County acknowledges that all copies of the Software (in any form) provided by Provider are the sole property of Provider. County shall not have any right, title, or interest to any such Software or copies thereof except as expressly provided in this Agreement, and shall take all reasonable steps to secure and protect all Software consistent with maintenance of Provider's proprietary rights therein.

ARTICLE 9. CONFIDENTIAL INFORMATION, SECURITY AND ACCESS

9.1 Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

9.2 Provider Confidential Information. Provider represents that the Software contains proprietary products and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law, County agrees to treat the Software as confidential in accordance with this

article. Any other material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Provider as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

9.3 County Confidential Information.

9.3.1 All Developed Works, materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Provider obtains from County in connection with this Agreement, that are made or developed by Provider in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information."

9.3.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

9.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

9.3.4 Provider expressly agrees to be bound by and to defend, indemnify and hold harmless County and its officers and employees from the breach of any federal, state or local law by Provider or its employees, agents, subconsultants, or suppliers regarding the unlawful use or disclosure of County Confidential Information.

9.3.5 Upon expiration or termination of this Agreement, or as otherwise demanded by County, Provider shall immediately turn over to County all County Confidential Information, in

any form, tangible or intangible, possessed by Provider or its employees, agents, subconsultants, or suppliers.

9.4 Maintenance of Confidential Information. Each party shall advise its employees, agents, subconsultants, and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's Confidential Information. In addition, the Parties agree to cooperate fully and provide reasonable assistance to ensure the confidentiality of the other party's Confidential Information.

9.5 Security and Access. Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Provider. Provider will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

9.6 Data and Privacy. Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

9.7 Injunctive Relief. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

9.8 Survival. The obligations under this Article 9 shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 Indemnification. Provider shall be fully liable for the actions of its current and former officers, employees, subcontractors, and other agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, employees, and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider or any current or former officer, employee, subcontractor, or other agent of Provider, arising from, relating to, or in connection with any obligation or performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each Indemnified Party against each such Claim through counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County Attorney, in his or her reasonable discretion, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been resolved. Any sums so withheld shall not be subject to the payment of interest by County.

10.2 Limitation of Liability. Neither Provider nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; (b) twice the maximum compensation amount specified in Section 5.1; or (c) the amount of insurance Provider is required to provide under Article 11. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Provider's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of applicable law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any intellectual property, or (iii) any indemnification obligation under this Agreement.

10.3 Infringement Remedy. If any Equipment, Software, or portion of the System is finally adjudged to infringe, or in Provider's opinion is likely to become the subject of such a Claim, Provider shall, at County's option, either: (i) procure for County the right to continue using the applicable portion of the System; (ii) modify or replace the System (in part or in whole) to make it noninfringing; or (iii) refund to County all fees paid under this Agreement. Provider shall have no liability regarding any infringement claim caused by any County modification of the System not authorized by Provider.

10.4 Third Party Pass Thru Rights. Provider shall extend to County all rights and benefits Provider has from any third party as to the Equipment or Software relating to warranty or third party claims, including any and all indemnification and hold harmless rights, to the extent permitted under any applicable agreement with the third party Equipment or Software supplier or otherwise available to Provider. Provider shall at all times use all reasonable efforts to cooperate with County in the event of an infringement claim involving System.

ARTICLE 11. INSURANCE

11.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

11.2 Provider shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Provider.

11.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

11.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation
- Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

11.3.4 Professional Liability Insurance. Such insurance shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

11.3.5 Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D. Such policy shall cover, at a minimum, the following:

Data Loss and System Damage Liability
Security Liability

Privacy Liability

Privacy/Security Breach Response coverage, including Notification Expenses

County shall be included on the policy as an "Additional Insured" unless such endorsement is not available by the insurer.

11.4 Within fifteen (15) days after the Effective Date of this Agreement or notification of award, whichever is earlier, Provider shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

11.5 Coverage is not to cease and is to remain in force until County determines all performance required of Provider is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

11.6 Provider shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

11.7 Provider shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Provider may redact portions of the policies that are not relevant to the insurance required by this Agreement.

11.8 County and Provider, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

11.9 If Provider uses a subcontractor, Provider shall require each subcontractor to endorse County as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

12.1 Nondiscrimination. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project

assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors providing goods or services under this Agreement.

12.2 Failure by Provider to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

ARTICLE 13. TERMINATION

13.1 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

13.2 County may terminate this Agreement if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the Parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

13.3 Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

13.4 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall

not be effective until expiration of any timely-filed review or appeal of the decertification decision.

13.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

13.6 In the event this Agreement is terminated for convenience, Provider shall be paid for any goods and services properly provided through the termination date specified in the written notice of termination. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 14. MISCELLANEOUS

14.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Provider hereby grants to County a nonexclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or unfinished, shall become the property of County and shall be delivered by Provider to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

14.2 Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Provider and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review

at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by Provider in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Provider.

Provider shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

14.3 Public Records. To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8512, ltorres@broward.org, 115 S. ANDREWS AVE., SUITE 325, FORT LAUDERDALE, FLORIDA 33301.

14.4 Truth-In-Negotiation Representation. Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Provider's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

14.5 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

14.6 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

14.7 Third Party Beneficiaries. The Parties acknowledge that there are no third party beneficiaries under this Agreement.

14.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Office of Regional Communications and Technology
Attn: Director
115 S. Andrews Ave., Suite 325

Ft. Lauderdale, Florida 33301
Email address: bbayag@broward.org with copy to ltorres@broward.org

NOTICE TO PROVIDER:

Radio One, Inc.
7041 Grand National Drive, Suite 116
Orlando, FL 32819-8988
Email address: davidm@radio1inc.com

14.9 Assignment. Except for subcontracting approved by County at the time of the execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County shall have the right to immediately terminate this Agreement.

14.10 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

14.11 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

14.12 Compliance with Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

14.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

14.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

14.15 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

14.16 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

14.17 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the System or Software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

14.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

14.19 HIPAA Compliance. It is understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider shall fully protect individually identifiable health information as required by HIPAA and HITECH. If requested by County, Provider shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx.

Where required, Provider shall handle and secure such PHI in compliance with HIPAA, HITECH and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA and HITECH shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

14.20 Payable Interest

14.20.1 Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

14.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

14.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

14.22 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

14.23 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

14.24 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider

shall serve as Provider's required certification that it has or will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

14.25 Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

14.26 Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

14.27 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

14.28 County Logo. Provider shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

14.29 Additional Security Requirements. Provider certifies and represents that it will comply with the additional security requirements attached hereto and incorporated herein as Exhibit G.

14.30 Other Eligible Purchasers. Other municipalities, public safety organizations, local government entities, or Authorized Third Party Users (each an "Eligible Purchaser") may, if they so elect, purchase goods or services from Provider under the terms and conditions of this Agreement and any other supplemental terms or conditions as may be agreed to between Provider and the Eligible Purchaser, provided that the Eligible Purchaser shall be solely responsible for all payment and performance with respect to any such purchased goods or services and shall separately execute a purchase order or other purchasing document adopting the terms of this Agreement and stating any additional terms; any such purchase order or purchasing document shall not be binding in any way upon the County and shall have no effect upon the performance, duration, or enforcement of this Agreement. In no event shall any term or condition in any such purchase be binding on the County unless County expressly agrees to such term or condition in an appropriate Work Authorization or amendment. In the event of a conflict between any term in a purchase order or purchasing document and anything stated in the Articles or Exhibits of this Agreement, the Articles and Exhibits of this Agreement shall prevail.

14.31 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Purchasing, authorized to execute same by Board action on the 13th day of June, 2017 (Agenda Item 68), and RADIO ONE, INC., signing by and through its President, duly authorized to execute same.

COUNTY

WITNESS:

Luis Garcia
(Signature)

Luis Garcia
(Print Name of Witness)

Hazel Mae Matthew
(Signature)

HAZEL-MAE MATTHEW
(Print Name of Witness)

Insurance requirements
approved by Broward County
Risk Management Division

By Counall 02/01/18
Signature (Date)

Colleen Counall Risk Analyst
Print Name and Title above

BROWARD COUNTY, by and through
its Director of Purchasing

By Brenda Bellinley
Director of Purchasing
22nd day of March, 2018

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By [Signature] 2/7/18
Neil Sharma (Date)
Assistant County Attorney

By [Signature] 2/1/18
Rene D. Harrod (Date)
Deputy County Attorney

PROVIDER

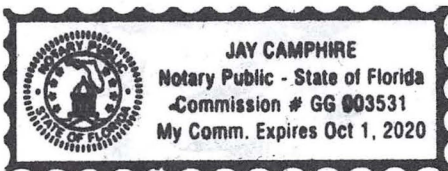
WITNESSES:

Joseph C. Bohric
Signature

JOSEPH C. BOHRIC
Print Name of Witness above

Jay Camphire
Signature

JAY CAMPHIRE
Print Name of Witness above



Radio One, Inc.

By: David MacDonald
Authorized Signor

DAVID MACDONALD, PRESIDENT
Print Name and Title

27 day of JANUARY, 2018

ATTEST:

David MacDonald, Secretary
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

Exhibit A – Statement of Work

Provider and County agree that Provider shall provide the following work under this Agreement:

1. Project Request

Provider will successfully complete and upgrade the MOTOTRBO Connect Plus Local Government Radio System by performing the following: frequency coordination, frequency configuration, equipment and software installation, replace controllers since existing controllers are at end of life, system re-optimization, migration of the City of Sunrise from an existing MOTOTRBO Capacity Plus system with NeoTerra Automatic Vehicle Location (AVL) to an upgraded MOTOTRBO Capacity Max Radio system including testing and coverage validation.

The System will integrate with the City of Sunrise existing MOTOTRBO Capacity plus 5 channel system located at Markham Park Tower Site. The System will also interoperate with the existing 800 MHZ Trunked Radio System and future P25 Trunked Radio System.

The System will provide a minimum of 90% County-wide coverage in a 10db density building with a minimum Digital Audio Quality (DAQ) of 3.0.

Radio One (including, as applicable, its approved subcontractors) shall perform the work described below unless specified otherwise. All work shall be performed in accordance with Motorola's R56 Standard and all applicable codes, rules and regulations.

Approved Subcontractors:

- Kirms Communications
- The Genesis Group
- Enterprise Wireless Alliance
- Motorola Solutions, Inc.
- Avtec
- Weezer Electric, Inc.

To the extent that Radio One utilizes a County approved subcontractor to complete any work or phase, Radio One shall be responsible for ensuring that all tasks are completed as outlined in this Exhibit A.

Provider represents that the Software, System, and related services provided under this Agreement will provide the functionality and solution outlined under this Exhibit A.

2. Services Description

Provider will deliver the Services in the following Phases, more fully detailed below:

Phases:

- A. Markham Park Site Optimization
- B. City of Sunrise migration to Local Government Radio System (LGRS)

- C. Local Government Radio System Frequency Plan, including increased Effective Radiated Power (ERP) options, Inter Modulation study and FCC applications for modifications
- D. Database, terminal passwords, Genwatch test
- E. 800 MHz & UHF Local Government Radio System interoperability installation
- F. Optimize EMS, Channel 2, Coconut Creek sites
- G. New subscriber programming template
- H. New Site #5 at Pembroke Pines Fire Station 99
- I. Final Acceptance Testing

A. **Software.** Provider will provide the following Software under this Agreement:

ITEM	DESCRIPTION	QTY	PURPOSE
HKVN4324A	NA MOTOTRBO Capacity Max Repeater License	33 total (1 for FRU)	Capacity Max Repeater Upgrade
HKVN4313A	Capacity Max Trunked System License	2	Capacity Max Repeater Upgrade
HKVN4314A	Capacity Max Site Connection License	8	Capacity Max Repeater Upgrade
HKVN4315A	Capacity Max System Advisor License	2	Capacity Max Repeater Upgrade
HKVN4316A	Capacity Max System Advisor License	2	Capacity Max Repeater Upgrade
HKNV4321A	Capacity Max MNIS Data Gateway Connection License	2	Interface for Data Application (e.g., GPS, Text messages)
HKVN4321A	Capacity Max MNIS Data Gateway Connection License (OTAP)	2	Interface for Data Application (Over the air programming)
HKVN4055A	Enhanced GPS North America License	2 total (1 for FRU)	GPS for use at Site 5
TT05488AA	GW3-TRBO Client License	1	GW3 Client
R1-McAfee	McAfee Total Protection Antivirus Software Licenses	7 (5 additional licenses, 2 existing licenses)	For 7 PCs total: 5 additional licenses (2 at EMS site, 3 at Government Center); 2 existing licenses (1 at GW3 Client and 1 at GW3 Host)
RVN5115AN	MOTOTRBO Programming Software Global Enterprise License (3-year subscription – includes upgrades)	1	Radio Management Software
HKVN4101A	MOTOTRBO Radio MGMT License	5000	Radio Management Database functionality

ITEM	DESCRIPTION	QTY	PURPOSE
L3633	GW3 – TRBO NM SOFTWARE License	1	Network management tool utilized to generate reports on functionality and usage
HKVN4362A	MOTOTRBO CPS License	1	Supports Radio Management Software Functionality

B. Equipment.

Radio One will provide the Purchased Equipment specified below. The applicable payment milestones listed in Exhibit B include all Purchased Equipment. Any Equipment provided by Provider under this Agreement, whether listed herein as Purchased Equipment or Supported Equipment, or otherwise acquired by County as part of Optional Services, shall be included within the scope of Equipment that is covered by the Support and Maintenance Services under this Agreement, unless otherwise expressly stated in the applicable purchase order“.”

1. Purchased Equipment

Provider shall provide the following equipment:

Quantity/Description/Model #		
QTY	Markham Park Site	Model #
1	dbSpectra UHF RX Window Filter (1)	DQSPD1900
1	UPS, GXT Rackmount 1000VA/900W (1)	DSGXTR0900N007
1	Rackmount Rail Mounting Kit (1)	DS201193G1L
4	OMNI. MEANDER COLLINEAR, 9 DBD, 450-470 MHZ, PIM RATED	DSCOL41070
QTY	Interoperability with 800 MHz/700MHz P25 Radio System	Model #
1	764-869 Hybrid Control Station Combiner	DSCS74861605SN
1	450-520 Hybrid Control Station Combiner	DSCS45521605SN
1	Omni antenna 800 MHz	DSANT790F2
1	Omni antenna 450-482 MHz	DS4C00F36U
10	XPR5350E UHf Mobile for Interoperability*	AAM28TRC9KA1
QTY	Site 5 – Miramar	Model #
6	SLR 8000 BASE RADIO	T8319
6	ADD : UHF1 (400-470MHZ)	CA02962AA
1	HP PROCURVE 2530-24 SWITCH	DSHPJ9782A
1	HP MSR2003 AC ROUTER US	DSJG411AABA
1	UPS, GXT RACKMOUNT 1000VA/900W, 7 MIN RUNTIME 120V SOFTWARED	DSGXTR0900N007
1	RACKMOUNT RAIL MOUNTING KIT FOR 4-POST CABINETS, FIXED	DS201193G1L
1	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT	DS1101990

Quantity/Description/Model #		
1	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	DSTSJADP
4	DB8922, 50 OHM BNC MALE TERMINATION FOR UNUSED PORTS	DSDBSDB8922
1	KIT 450-470MHZ 4 CH, DB4368 COMBINER, MILLED WINDOW FILTER, 8 CH RMC06	DSATK4DTR04A
1	SDMOFR04RXCK, 4 CH RX CABLE KIT, SHORT DUAL RACK	DSSDMOFR04RXCK
1	SDMOFR04TXCK, 4 CH TX CABLE KIT, SHORT DUAL RACK	DSSDMOFR04TXCK
2	DBMOFR-43UM, 43U FRAME RACK W/GROUND STRAP	DSDBMOFR43UM
QTY	Site 5 Transmit Antenna (DIN)	Model #
1	OFFSET DIPOLE 9DB PIM RATED UHF	DSOA40-67
QTY	Site 5 Transmit Antenna Assembly	Model #
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	L1705
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	DDN1090
2	221213 CABLE WRAP WEATHERPROOFING	TDN9289
350	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET	DSAVA550
2	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	DSA5DFD
7	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	DSSG7806B2A
2	L5SGRIP 7/8" SUPPORT HOIST GRIP	DSL5SGRIP
12	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK	MDN6817
1	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	DSVHF50DMPGR
25	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	L1705
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	DDN1090
QTY	Site 5 Redundant Transmit Antenna (DIN)	Model #
1	DIPOLE 9DB PIM RATED UHF	DSOA40-67
QTY	Site 5 Redundant Transmit Antenna Assembly	Model #
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	L1705
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	DDN1090
2	221213 CABLE WRAP WEATHERPROOFING	TDN9289
350	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET	DSAVA550
2	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	DSA5DFD
7	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	DSSG7806B2A
2	L5SGRIP 7/8" SUPPORT HOIST GRIP	DSL5SGRIP
12	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK	MDN6817
1	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP	DSVHF50DMPGR
25	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	L1705
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	DDN1090

Quantity/Description/Model #		
QTY	Site 5 Receive Antenna (DIN)	Model #
1	DIPOLE 9DB PIM RATED UHF	DSOA40-67
QTY	Site 5 Receive Antenna Assembly	Model #
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	L1705
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	DDN1090
2	221213 CABLE WRAP WEATHERPROOFING	TDN9289
350	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET	DSAVA550
2	N FEMALE FOR AVA5-50 CABLE	DSA5NFS
7	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	DSSG7806B2A
2	L5SGRIP 7/8" SUPPORT HOIST GRIP	DSL5SGRIP
12	42396A-5 7/8" SUPPORT HOIST GRIP	DSL5SGRIP
1	RF SPD, 400 1200 MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT	DSCGXZ36NMNFA
25	FSJ4 50B CABLE: 12" SUPERFLEX POLY JKT PER FOOT	L1702
2	F4PNMV2 HC 1/2" TYPE N MALE PLATED CONNECTOR	DDN9682
QTY	Site 5 Redundant Receive Antenna (DIN)	Model #
1	DIPOLE 9DB PIM RATED UHF	DSOA40-67
QTY	Site 5 Redundant Receive Antenna Assembly	Model #
15	LDF4 50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	L1705
2	L4TDM PSA7 16 DIN MALE PS FOR 1/2 IN CABLE	DDN1090
2	221213 CABLE WRAP WEATHERPROOFING	TDN9289
350	AVA5 50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET	DSAVA550
2	N FEMALE FOR AVA5 50 CABLE	DSA5NFS
7	SG78 06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	DSSG7806B2A
2	L5SGRIP 7/8" SUPPORT HOIST GRIP	DSL5SGRIP
12	42396A 5 7/8" CABLE HANGER STAINLESS, 10 PK	MDN6817
1	RF SPD, 500 1200 MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT	DSCGXZ36NMNFA
25	FSJ4 50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT	L1702
2	F4PNMV2 HC 1/2" TYPE N MALE PLATED CONNECTOR	DDN9682

QTY	Optimize EMS, CH 2, Coconut Creek	Model #
12	OMNI. MEANDER COLLINEAR, 9 DBD, 450-470 MHZ, PIM RATED	DSCOL41070
1	UPS, GXT Rackmount 1000VA/900W (Coconut Creek)	DSGXTR0900N007
1	FortiGate VPN	100D
1	Juniper Firewall Router	SRX300

QTY	Capacity Max Equipment (EMS Site)	Model #
1	CAPACITY MAX SYSTEM SERVER (CMSS)**	SQM01SUM0281
1	ASSEMBLY KIT- 2POST-2U CONVERSION MOUNT KIT	DLN6918
1	CHATSWORTH-7 INCH RACK RELAY (84H X 19W INCH) DOBL SIDE ALUMINUM BLACK	DS55053703
1	GROUNDING BUS BAR	3182602Y06
3	BRKT, CBL SUPPORT	0784469Y02
1	HP PROCURVE 2530-24 SWITCH	DSHPJ9782A
1	HP MSR2003 AC ROUTER US	DSJG411AABA
1	ATEN: 8 PORT LCD KVM	DSCL5808N
1	COMPUTER – Z440 WORKSTATION WINDOWS 7	TT2833
1	COMPUTER – Z440 WORKSTATION WINDOWS 7 (OTAP)	TT2833
1	1U ADJUSTABLE RACK SHELF, 650 MM DEPTH, LONE STAR RACKS	DQ1805261
1	TECH GLOBAL EVOLUTION SERIES 22" NON-TOUCH	DSTG221B
QTY	REDUNDANT CAPACITY MAX EQUIPMENT (Government Center East)	MODEL #
1	CAPACITY MAX SYSTEM SERVER (CMSS)	SQM01SUM0281R
1	ASSEMBLY,KIT,2POST-2U CONVERSION MOUNT KIT	DLN6918R
2	HP PROCURVE 2530-24 SWITCH	DSHPJ9782A
1	HP MSR2003 AC ROUTER US	DSJG411AABA
2	COMPUTER – Z440 WORKSTATION WINDOWS 7	TT2833
1	COMPUTER – Z440 WORKSTATION WINDOWS 7 (OTAP)	TT2833

*The 10 XPR5350E Uhf radios are provided at no cost to County in exchange for County return of its existing XPR 4350 UHF radios.

**This CMSS Server is included at no cost to County in exchange for County's return of 8 Connect Plus Controllers.

2. Supported Equipment

All equipment identified below or as otherwise agreed in writing by the parties shall constitute Supported Equipment. Provider is responsible for Support and Maintenance Services under this Agreement for all Supported Equipment listed herein and otherwise acquired via Work Authorization during this Agreement.

A. EMS location

Item	Device	Model	Serial	Software Serial
1	Rack 1	DBMOFR-43UM	N/A	N/A
2	LAN switch	HP 2530-24 (J9782A)	CN47FPF2B8	N/A
3	Multiservice Router	AMSR20-20 (JF283A)	CN44D0808Y	N/A
4	Repeater 1 (470-524)	T3000A / X540MT	512CQV0002	512IQQ0171
5	Repeater 2 (470-524)	T3000A / X540MT	512CRB0063	512IQY2353
6	Repeater 3 (470-524)	T3000A / X540MT	512CRT0002	512IRN1102
7	Repeater 4 (403-470)	T3000A / X340MT	512CQV0118	512IQQ613
8	Repeater 5 (403-470)	T3000A / X340MT	512CQV0120	512IQS0108
9	Repeater 6 (403-470)	T3000A / X340MT	512CQV0121	512IQN0220
10	Backup UPS	DSGXTR0900N005	1412003051AF313	N/A
11	Rack 2	DBMOFR-43UM	N/A	N/A
12	Combiner 1	DQSPD1388TX3	H43276001-2	N/A
13	Combiner 2	DQSPD1388TX3	H43276001-2	N/A
14	Receive Filter	DQSPD1460R	H43276001-2	N/A
15	Receive Multicoupler	DSDSRMC0608BA	WH43451001-1	N/A

B. EMS Interoperability

Item	Device	Model	Serial
1	Rack 1	DBMOFR-43UM	N/A
2	BCM12JOP1 - 800 Radio	XTL1500	775CQZ0229
3	BCM12JOP1 - Midian	IS-2	15A036
4	BCM12JOP2 - 800 Radio	XTL1500	775CQZ0226
5	BCM12JOP2 - Midian	IS-2	15A046
6	BCM12JOP3 - 800 Radio	XTL1500	775CQZ0230
7	BCM12JOP3 - Midian	IS-2	15A038
8	BCM12JOP4 - 800 Radio	XTL1500	775CQZ0232
9	BCM12JOP4 - Midian	IS-2	15A037
10	BCM12JOP5 - 800 Radio	XTL1500	775CQZ0225
11	BCM12JOP5 - Midian	IS-2	15A032
12	BCM14CALL - 800 Radio	XTL1500	775CQZ0231
13	BCM14CALL - Midian	IS-2	15A035
14	BCM14OPS1 - 800 Radio	XTL1500	775CQZ0228
15	BCM14OPS1 - Midian	IS-2	15A034
16	BCM14OPS2 - 800 Radio	XTL1500	775CQZ0233

Item	Device	Model	Serial
17	BCM14OPS2 - Midian	IS-2	15A039
18	BCM14OPS3 - 800 Radio	XTL1500	775CQZ0234
19	BCM14OPS3 - Midian	IS-2	15A040
20	BCM14OPS4 - 800 Radio	XTL1500	775CQZ0227
21	BCM14OPS4 - Midian	IS-2	15A033
22	Power Supply 1	RM-10012	RB49131336
23	Power Supply 2	RM-10012	RB56066310
24	Power Supply 3	RM-10012	RB49131483
25	Power Supply 4	RM-10012	RB55146139
26	Power Supply 5	RM-10012	RB56066251

C. *Pembroke Park*

Item	Device	Model	Serial	Software Serial
1	Rack 1	DBMOFR-43UM	N/A	N/A
2	LAN switch	HP 2530-24 (J9782A)	CN48FPF0SJ	N/A
3	Multiservice Router	AMSR20-20 (JF283A)	CN44D0806Q	N/A
4	Repeater 1 (470-524)	T3000A / X540MT	512CQV0000	512IQQ0194
5	Repeater 2 (403-470)	T3000A / X340MT	512CQV0108	512IQN0151
6	Repeater 3 (403-470)	T3000A / X340MT	512CQV0111	512IQS0092
7	Repeater 4 (403-470)	T3000A / X340MT	512CQV0113	512IQQ0622
8	Repeater 5 (403-470)	T3000A / X340MT	512CQV0109	512IQQ0620
9	Repeater 6 (403-470)	T3000A / X340MT	512CQV0110	512IQQ0625
10	Backup UPS	DSGXTR0900N005	1412003053AF313	N/A
11	Rack 2	DBMOFR-43UM	N/A	N/A
			H43276001-1	
12	Combiner 1	DQSPD1388TX3		N/A
			H43276001-1	
13	Combiner 2	DQSPD1388TX3		N/A
14	Receive Filter	DQSPD1460R	H43276001-1	N/A
15	Receive Multicoupler	DSDSRMC0608BA	H41103003-1	N/A

D. Coconut Creek

Item	Device	Model	Serial	Software Serial
1	Rack 1	DBMOFR-43UM	N/A	N/A
2	LAN switch	HP 2530-24 (J9782A)	CN47FPF2MW	N/A
3	Multiservice Router	AMSR20-20 (JF283A)	CN46D0806X	N/A
4	Repeater 1 (470-524)	T3000A / X540MT	512CQV0001	512IQN0640
5	Repeater 2 (403-470)	T3000A / X340MT	512CQV0117	512IQS0109
6	Repeater 3 (403-470)	T3000A / X340MT	512CQV0112	512IQS0078
7	Repeater 4 (403-470)	T3000A / X340MT	512CQV0115	512IQS0120
8	Repeater 5 (403-470)	T3000A / X340MT	512CQV0116	512IQN0155
9	Repeater 6 (403-470)	T3000A / X340MT	512CQV0114	512IQN0181
10	Backup UPS	DSGXTR0900N005	1412003052AF313	N/A
11	Rack 2	DBMOFR-43UM	N/A	N/A
			H43276001-3	
12	Combiner 1	DQSPD1388TX3		N/A
			H43276001-3	
13	Combiner 2	DQSPD1388TX3		N/A
14	Receive Filter	DQSPD1460R	H43276001-3	N/A
15	Receive Multicoupler	DSDSRMC0608BA	H41104003-1	N/A

E. Markham Park

Item	Device	Model	Serial	Software Serial
1	Rack 1	DBMOFR-43UM	N/A	N/A
2	LAN switch	HP 2510B-24 (J9019B)	CN2223FW0G6	N/A
3	Multiservice Router	AMSR20-20 (JF283A)	CN46D080FR	N/A
4	Repeater 1 (470-524)	T3000A / X540MT	512CNP0530	512INJ1054
5	Repeater 2 (470-524)	T3000A / X540MT	512CNP0531	512INJ0316
6	Repeater 3 (403-470)	T3000A / X340MT	512CNP0533	512INJ0070
7	Repeater 4 (403-470)	T3000A / X340MT	512CNP0529	512IJN0459
8	Repeater 5 (403-470)	T3000A / X340MT	512CNP0532	512INJ0458
9	Backup UPS	DSGXTR0900N007	1522000168AFB93	N/A
10	Combiner 1	DB4368-2-3T	H37497001-1	N/A
11	Combiner 2	DB4368-3-B	H37497003-1	N/A
12	Receive Multicoupler	DBRMCP108B21	H37497006-1	N/A

F. Sunrise Regional Center

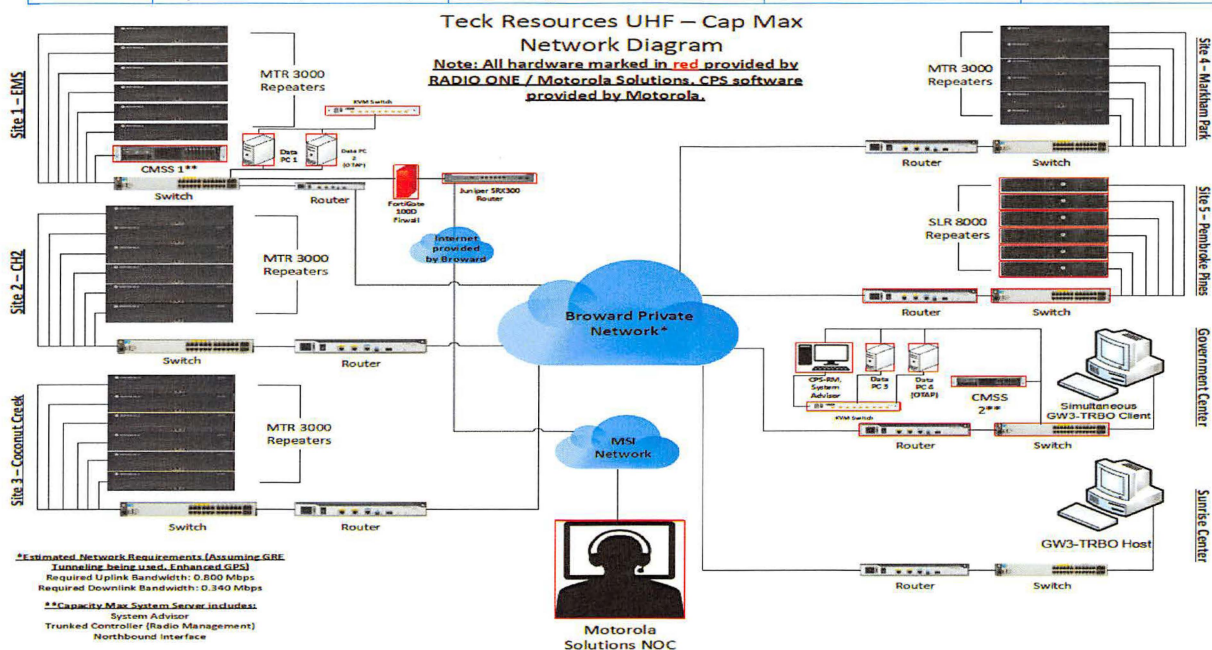
Item	Device	Model	Serial	Software Serial
1	LAN switch	HP 2530-24 (J9782A)	CN4AFPFO6M6	N/A
2	Multiservice Router	AMSR20-20 (JF283A)	CN47D0804T	N/A
3	GW3_TRBO Host	DDN1538A	DQ6NZ12	N/A

G. Government Center East

Item	Device	Model	Serial	Software Serial
1	GW3-TRBO Client	DDN1539A	JOHNM22	N/A
2	Multiservice Router	AMSR20-20 (JF283A)	CN47D0804T	N/A

H. Field Replacement Units (FRU)

Item	Device	Model	Serial	Software Serial
1	Multiservice Router	AMSR20-20 (JF283A)	CN47D08097	N/A
2	Multiservice Router	AMSR20-20 (JF283A)	CN47D080F4	N/A
3	LAN switch	HP 2530-24 (J9782A)	CN4AFPFOGR	N/A
4	LAN switch	HP 2530-24 (J9782A)	CN4AFPFO3Q	N/A
5	Repeater 1 (470-524)	T3000A / X540MT	512CRT0003	512IRN1088
6	Repeater 2 (403-470)	T3000A / X340MT	512CRB0062	512IQY2698



- Radio One shall perform the following tasks either directly or through an approved subcontractor:
 - Replace all controllers
 - Transmission(TX) combiner tuning
 - Connect site router to demarcation point at Markham Park
 - Install new Receive (RX) UHF Dual Band Milled Window filter
 - Update Connect Plus repeater firmware to Capacity Max Ver. R2.07.07.000
 - Provide and install Uninterruptible Power Supply ("UPS") for AT&T equipment at Markham Park and conduct the following tests and measurements:
 - System optimization and testing, including the following performance verification of each station and all sites (TX Tests):
 - Wattmeter reading (W)
 - Rated Power Corrected (W)
 - Freq error (Hz)
 - Tx BER (%)
 - Modulation Fidelity (%)
 - Symbol Deviation (Hz)
 - Symbol Rate Accuracy (mHz)
 - Rx Tests:
 - RSSI Direct (dBm)
 - Rx BER Calibrate (%)
 - Rx BER Floor (%)
 - Gen Level Sensitivity (dBm)
 - RSSI Sensitivity (dBm)
 - Per channel power measurement on the output of station, input of combiner, output of combiner, and at the bulkhead.
 - Remove existing Tower Top Amplifier in Markham Park Site
 - Replace two (2) TX, two (2) RX antennas with COL41070
 - Check and repair antenna jumper cables and connectors, test antenna and co-ax cable with Anritsu Site Master including the following tests: return loss, cable loss and Distance to Fault (DTF).
 - Provide tower structure analysis to confirm new antenna installation
 - Conduct R56 Radio Frequency standard site audit

County Responsibilities: Provide site access.

B. City of Sunrise migration to Local Government Radio System

Radio One will upgrade and migrate the City of Sunrise's radio system from Capacity Plus to Capacity Max.

- Radio One shall perform the following tasks:
 - Revise City of Sunrise's existing template and codeplug

- Program and flash upgrade all subscriber radios provided by City of Sunrise to latest firmware: XPR7000 Ver. R02.07.01.000, XPR 5000 Ver. R02.07.03.000
- Programming to include adjustment of Received Signal Strength Indicator (RSSI) roaming value
- Auto-tuning subscriber units.
- Connect City of Sunrise compatible AVL to Capacity Max system
- Test and optimize radio system, subscriber units and AVL for City of Sunrise, subject to Contract Administrator approval
- Ensure successful LGRS Cutover for City of Sunrise migration to LGRS Capacity Max, single site, as described herein; Cutover must be successfully completed prior to Final Acceptance of the entire System.

The City of Sunrise cutover to the new and upgraded Capacity Max will include a migration from a legacy Motorola single site Capacity Plus system at the Markham Park site to an upgraded Capacity Max single site system at the same Markham Park site. The migration will include:

- All subscriber radios provided by City of Sunrise
- 257 New XPR-7550 portable radios replacing XPR-6xxx
- 58 New XPR-5550 mobile/control station radios replacing XPR4xxx
- 10 existing XPR-7550 portables
- 2 existing XPR-5550 mobiles

STEPS for Sunrise Cutover:

1. Markham Park Site Optimization, per Exhibit A, 2. Phase A.
2. Conversion of channels 4,5,6 to new Capacity Max
3. Continued operation of Channels 1,2,3 in Capacity Plus mode
4. Testing and validation of Markham Park site, new Cap max servers/controllers
5. New subscriber radio programming and installation of 257 portables, 58 mobiles with legacy Cap Plus mode and new Cap Max mode
6. Firmware upgrade, re-programing, auto tune of existing 10 portables, 2 mobiles
7. Cutover to new Capacity Max mode, all subscribers
8. Conversion of channels 1,2,3 from Cap Plus to Cap Max
9. Final Acceptance Testing by City of Sunrise and Broward County

City of Sunrise downtime will be minimized because of the great majority of new subscriber radios that will replace legacy radios, as well as a continued side by side operation of new Capacity Max mode and legacy Capacity Plus mode.

County Responsibilities:

- Provide existing template for City of Sunrise radios.
- Approve final template and codeplug.

C. Local Government Radio System (LGRS) Frequency Plan, as specified in Exhibit I, including increased ERP, Inter Modulation study and FCC applications for modifications

- Radio One shall verify all LGRS frequencies at four (4) existing site locations:

Existing Sites

EMS- 2150 NW 26th Ave., Fort Lauderdale
KYO866, City of Pompano Beach
WQVQ763, Broward County

Channel 2- 3300 SW 52 Ave., Pembroke Park
WPLU967, City of Sunrise
WQVQ763, Broward County

Coconut Creek- 5150 Regency Lakes Dr., Coconut Creek
WQVQ763, Broward County

Markham Park- 16001 W State Rd 84, Sunrise
WPLU967, City of Sunrise
WYG676, City of Sunrise
KRA368, City of Sunrise
WQVQ763, Broward County

- For the four (4) existing sites listed above, Radio One will perform the following tasks:
 - Propose a new frequency configuration plan including new FB8 channel at each site and increase FCC authorized Effective Radiated Power (ERP) to minimum 30 Watts, maximum 100 Watts.
 - Conduct an ERP increase to include new frequency coordination, relocation of current frequencies, co-channel consent agreements, concurrence letters from other agencies and contour studies. Any costs related to frequency acquisition rights or co-channel consents are not included. These costs shall be processed as parts on a pass thru.
 - Prepare and submit applications for: 4 new FB8 frequencies (one at each of the four (4) sites), including in the application an increase of Effective Radiated Power of minimum 30 watts and corresponding power emissions.
 - Frequency advisory tasks.
 - Intermodulation studies for all sites.

County Responsibilities:

- Review of new frequency configuration
- Assist with contacting co-channel licensees, if necessary

- Review of Radio One prepared FCC applications which Radio One will submit upon County approval

D. Database and Password Set Up for Radio System Management Terminals

Radio One will set up passwords for the following radio system management terminals: Network Management and Gen Watch IVISTA. Radio One will setup and enter all system database (radio IDs, alias, serial numbers and system configuration data) for the terminals. Radio One will test Network Management system and GenWatch system.

- Radio One shall perform the following tasks:
 - Network Management (NM) Terminal password reset and testing
 - Database input in NM terminal
 - Database input in GenWatch
 - GenWatch testing
 - IVISTA password reset
 - All system configuration data
 - Install and configure Data PC 3 & 4, CMSS #2, and Customer Programming Software (CPS), Radio Management (RM), System Advisor PC, KVMS switch, Router and switch at Government Center.

County Responsibilities:

- Provide access to NM and GenWatch terminals
- Provide current passwords
- Provide subscriber database in excel format

E. 800 MHz & UHF Local Government Radio System interoperability installation

Radio One will provide equipment and hardware, and install a new system for interoperability at EMS site.

- Radio One shall perform the following tasks:
 - Install a new UHF 800 MHz interoperability system for the following ten (10) talkgroups:

<u>800 MHz Zone 12</u>	<u>800 MHz Zone 14</u>
BCM-12-JOP1	BCM-14-CALL
BCM-12-JOP2	BCM-14-OPS1
BCM-12-JOP3	BCM-14-OPS2
BCM-12-JOP4	BCM-14-OPS3
BCM-12-JOP5	BCM-14-OPS4
 - Install the UHF-800 MHz interoperability system with new 16 channel UHF control station combiners with omni antenna and new 16 channel 800 MHz control station combiners with omni antennas. Radio One shall mount all new omni antennas on the outside of EMS shelter wall.

County Responsibilities:

- Provide EMS site access
- Review location for antenna mounts

F. Optimize EMS, Channel 2, Coconut Creek sites

- Radio One shall perform the following tasks:
 - TX combiner tuning at each site
 - Replace all controllers at each site
 - Update Connect Plus repeater firmware to Capacity Max Ver. R02.07.07.000 at each site
 - Update Controller firmware to Capacity Max Ver R02.07.07.000 at each site
 - System optimization and testing at each site
 - Grounding of ATT installations at each site
 - Install cable ladder at Coconut Creek
 - Install UPS for ATT equipment at Coconut Creek
 - Check and repair antenna jumper cables and connectors at each site
 - Provide tower structure analysis for each site
 - Replace 2 TX, 2 RX antennas with COL41070 at each site
 - Antenna and co-ax cable analysis with Anritsu Site Master including Return loss, cable loss and Distance to Fault (DTF) at each site
 - Conduct an R56 site audit
 - Ensure that the city of Sunrise will operate on the full five site LGRS after Broward County final acceptance.
 - Install CMSS #1, Data PC 1 & 2, and KVMS Switch at EMS site
 - Install and configure FortiGate 100D firewall with Juniper SRX300 at EMS site
 - Conduct the following tests and measurements:
 - System optimization and testing, including the following performance verification of each station and all sites (TX Tests):
 - Wattmeter reading (W)
 - Rated Power Corrected (W)
 - Freq error (Hz)
 - Tx BER (%)
 - Modulation Fidelity (%)
 - Symbol Deviation (Hz)
 - Symbol Rate Accuracy (mHz)
 - Rx Tests:
 - RSSI Direct (dBm)
 - Rx BER Calibrate (%)
 - Rx BER Floor (%)
 - Gen Level Sensitivity (dBm)
 - RSSI Sensitivity (dBm)

- Per channel power measurement on the output of station, input of combiner, output of combiner, and at the bulkhead.

County Responsibilities:

- Provide grounding termination points for each site
- Provide cable ladder for Coconut Creek site

G. Prepare new subscriber programming template

- Radio One shall perform the following tasks:
 - Provide updated subscriber programming template for City of Sunrise and County
 - Adjustment to Received Signal Strength Indicator (RSSI) to prepare Broward County personnel for the program
 - Flash upgrade to firmware Ver. R02.08.01.000 (for XPR7000) and Ver. R02.08.01.000 (for XPR5000) for existing City of Sunrise subscriber radios

County Responsibilities:

- Review final templates
- Program and flash upgrade all County subscriber radios

H. New Site #5 at Miramar Tower (14401 SW 55th Street, Miramar, Florida 33023)

- Radio One will install and optimize a new site at Miramar Tower with six repeater channels by performing the following tasks:
 - TX combiner tuning
 - Grounding Equipment rack and Equipment per R56 standards
 - System optimization and testing
 - Provide any space, civil, electrical, HVAC and any other infrastructure requirements information as well as bandwidth requirements information for backhaul and quantity of circuits needed.
 - All necessary wall or roof penetrations and related weatherproofing on existing buildings for antennas coaxial cable. Radio One shall supply engineering and drafting as required for modifications to existing building drawings for site construction.
 - Use existing utilities (electrical power) during installation.
 - Subcontract to Weezer Electric, Inc. any electrical work necessary for installation.
 - Adhere to Motorola's R56 standards, and Provider shall conduct an R56 site audit to ensure the site is fully compliance
 - Provide tower structural analysis
 - Install new OA40-67-DIN directional antenna TX and RX Antennas (total of 4) set to 315 degree azimuth
 - Install transmission lines, Antenna and co-axial cable analysis with Anritsu Site Master including return loss, cable loss and Distance to Fault (DTF)
 - Conduct site integration and Internet Protocol (IP) connectivity

- Prepare and submit application for 1 new FB8 frequency including in the application an increase of Effective Radiated Power of 10 watts and correct corresponding power emissions.
- Prepare and submit any required FCC notifications, including construction or requests for construction extension dates.
- Conduct intermodulation study for this site.
- Obtain any necessary permits for electrical work (any cost incurred by Provider relating to electrical permitting may be charged to County on a pass-through basis, subject to the limitations in Exhibit B)
- Ensure Broward County implementation of five site LGRS Capacity Max, and City of Sunrise operational expansion to five sites
- The Broward County implementation of five site LGRS Capacity Max will commence prior to Final Acceptance of all tasks and approved options in the Agreement for the optimization, upgrade and expansion of the UHF LGRS system. Broward County agency subscriber radios have not been previously deployed, and deployment of subscriber radios will commence after final acceptance, therefore there is no anticipated related downtime or cutover for Broward County.

County Responsibilities:

- Provide site access
- Provide a/c power
- Provide grounding termination
- Provide connectivity to master site
- Review of Radio One prepared FCC applications, notifications or requests which Radio One will submit upon County approval

I. Final Acceptance Testing

Provider must provide as built drawings of the radio system infrastructure including rack drawings, including a combiner plan substantially in the format as attached in Exhibit H, prior to project final acceptance by County.

- Radio One shall perform the following tasks:
 - Conduct the Coverage Acceptance Test Plan (Coverage ATP) and Functional Acceptance Testing based upon functional testing documents and coverage maps for 30-100 ERP in 10 db in Section 9.A.1 herein. If any task described herein fails, repeat that particular task until successfully completed.
 - Submit test reports within two (2) weeks of completion.
 - Document all issues that arise during the coverage testing.
 - Document the results of the Coverage ATP and Functional Acceptance Testing and present to Broward County for review.

Final Acceptance testing will be performed by County after all sites have been installed, City of Sunrise existing users have migrated, Provider completes the Coverage Acceptance Test Plan

(Coverage ATP) and Functional Acceptance Testing, and Provider informs County that Final Acceptance testing may begin.

4. Implementation

Provider will effectively perform Project Management services which will include: Scope Management, Schedule and Time Management, Cost Management, Quality Management, Procurement Management, Resources Management, and Communications Management. Provider will also adhere to the following:

- Provider's Project Manager (PM) will provide oversight and management for all procurement activities under this project.
- Provider's PM will obtain, apply and manage qualified resources for every aspect of the project.
- Provider's PM will create and manage a successful communication plan (Communications Plan) that will identify stakeholders, the information to be communicated, and frequency of communications. The Communications Plan will be reviewed and approved by County.
- Provider's PM will track the progress of the project and take proactive measures to insure that the project proceeds as planned.
- Provider's PM will schedule weekly meetings with the Contract Administrator to review current project status to date and discuss all associated documents and deliverables.
- Provider's PM will provide and circulate meeting minutes which will include an action item register no later than the following working day after the meeting is held.
- Provider's PM will manage and control documents including but not limited to equipment submittals, shop drawings, meeting minutes and project schedules.
- Prior to ordering equipment as optional services under this Agreement, County will review and approve or disapprove Equipment submittals provided by the Provider.
- Prior to Equipment installation, County will review and approve or disapprove rack/shop drawings provided by the Provider. Provider shall be responsible for identifying any missing electrical, civil, HVAC or other requirements for Provider's Equipment installation. Provider shall identify the missing requirements at least 30 days prior to the intended date of installation.
- As-built drawings of the radio system infrastructure including rack drawings will be submitted by Provider prior to Final Acceptance.

After the Effective Date and Notice to Proceed of Phase A by the County, the implementation process will begin with the project Kickoff meeting. This meeting will introduce all members of the Provider's implementation team and the point of contact with the County's project team; the Communications Plan will be established, the Project Schedule will be discussed and weekly project meetings will be established. After the kickoff meeting, the Provider will hold a Contract Design Review (CDR) of the proposed System design with County's Contract Administrator and designated representatives. The goal of the CDR process is to review and finalize the overall design and deliverables. Any proposed modifications to the CDR must be approved by the Contract Administrator in writing. This meeting will identify contract-negotiated commitments,

clarify the system design, identify electrical and any requirements and their impact on system implementation, and refine the system implementation plan. A discussion of the cutover plan and methods to document a detailed procedure for cutover will begin at this meeting.

Any proposed change to the cutover plan or method of procedure must be approved by the Contract Administrator in writing.

- Written notice of any known activities including system or software updates and upgrades that will impact operations must be provided to County's Contract Administrator at least three (3) months in advance of the proposed implementation date.
- Written notice of any system update or upgrade request that will require procurement of additional equipment must be provided to County's Contract Administrator at least one (1) year in advance.
- Any assessment, equipment installation, or testing that may cause an impact on the existing Radio System operations will follow the County's Change Management Process in which a Change Management Request (CMR) will be submitted by Radio One to the Contract Administrator at least two (2) weeks prior to the installation or any planned maintenance (e.g., system release, upgrade, or other planned downtime). If requested by County, the Provider PM shall be available for the applicable CMR conference call.

5. Security/Access and Other Requirements

Provider will cooperate with County and provide any and all information that County may request in order to determine appropriate security and network access restrictions and verify Provider compliance with County security standards. Provider will comply with the security requirements and other requirements as set forth in Exhibit G.

6. Managerial Approach & Communication

Provider will ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Key Personnel:

David MacDonald (davidm@radio1inc.com) President

Ron Rapp (ronrapp@radio1inc.com) Project Manager

Jorge Armas (jorge@radio1inc.com) Assistant Project Manager

Provider and County will adhere to the following communication and reporting schedule unless otherwise agreed in writing by the parties:

- The Provider's PM will create and manage a successful communication plan that will identify stakeholders, the information to be communicated, and frequency of communications during the implementation process. County will review and approve.
- For the duration of the Agreement, Provider PM will be the primary point of contact for Radio One.
- The Provider PM and the Contract Administrator shall hold weekly meetings to review implementation, operation and Support and Maintenance Services.
- Provider shall provide written reports on at least a monthly basis (unless otherwise requested by Contract Administrator) which shall include, without limitation, system infrastructure utilization, antenna integrity, load analysis, and summary of any repair(s), Events, or other unplanned maintenance during the applicable time period.

7. Deliverables and Task Deadlines

Provider shall complete all services associated with each phase in accordance with the Task Deadlines set forth below, unless otherwise approved by County Contract Administrator. Prior to issuing a Notice to Proceed ("NTP") for each deliverable, County shall conduct any necessary testing and inspection of each Phase to ensure County's satisfaction with each Phase.

Task No.	Task Name	Task Deadlines
1	Contract Design Review	10 days from NTP
2	Markham Park Site Optimization (Phase A)	60 days from issuance of NTP for Phase A
3	City of Sunrise Migration (Phase B)	30 days from issuance of NTP for Phase B (NTP may be issued any time after completion of Phase A)
4	Frequency Plan, FCC Licensing, Intermodulation study (Phase C)	60 days from issuance of NTP for Phase C (NTP may be issued at any time after Tasks 2 and 3 completed; work on Phase C may be done concurrently with work on other Phases)
5	Database, terminals password, GenWatch Test (Phase D)	30 days from issuance of NTP for Phase D (NTP may be issued at any time after Tasks 2 and 3 completed; work on Phase D may be done concurrently with work on other Phases)
6	800 MHZ and Local Government Radio System Interoperability Installation (Phase E)	90 days from issuance of NTP for Phase E (NTP may be issued at any time after Tasks 2 and 3 completed; work on Phase E may be done concurrently with work on other Phases)
7	Optimize EMS, Channel 2, Coconut Creek Sites (Phase F)	60 days from issuance of NTP for Phase F (NTP may be issued any time after Tasks 2 and 3 completed; work on Phase F may be done concurrently with work on other Phases)

Task No.	Task Name	Task Deadlines
8	Prepare new subscriber programming templates (Phase G)	30 days from issuance of NTP for Phase G (NTP may be issued any time after Tasks 2, 3 and 4 completed; work on Phase G may be done concurrently with work on other Phases)
9	New Site #5 at Miramar Tower (Phase H)	120 days from issuance of NTP for Phase H (NTP may be issued at any time after Tasks 2, 3 and 4 completed; work on Phase H may be done concurrently with work on other Phases)
10	Coverage ATP, Functional Testing and the 30 day System test (Phase I)	60 days from issuance of NTP for Phase I (NTP may only issued after Tasks 1-9 completed)
11	Final Acceptance	370 days from Effective Date
	TOTAL IMPLEMENTATION	370 days from Effective Date

8. Final Acceptance:

The System must pass the Coverage ATP, Functional Acceptance Testing, and the 30 Day Operational Testing for the System to pass County's Final Acceptance testing. Provider must notify County in writing when the System is ready for the 30 Day Operational Test.

County Contract Administrator shall provide written notice of Final Acceptance only when all of the following tests have been successfully completed:

- Coverage ATP
- Functional Acceptance Testing
- 30 day operational test

A. Coverage Acceptance Test Plan (Coverage ATP)

Attached to this Exhibit as Appendix 1.

B. Functional Acceptance Testing

1. TALKGROUP CALL

EXPECTED TEST RESULT: The talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same talkgroup. This provides the effect of a private channel down to the talkgroup level. This test will demonstrate that a talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same talkgroup selected. As with other types of calls, talkgroup calls can take place from anywhere in the system.

1.1 SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
RADIO-3 - TALKGROUP 2
RADIO-4 - TALKGROUP 2

1.2 TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass____ Fail____

2. SITE ALL CALL

EXPECTED TEST RESULT: This feature allows a user to transmit to all users on the site that are currently not engaged in another call. The subscriber radio must be programmed to allow this feature.

Note: Users on the site cannot respond to a Site All Call.

2.1 SETUP

RADIO-1 - SITE ALL CALL
RADIO-1 - SITE - EMS
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - EMS
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - EMS
RADIO-4 - TALKGROUP 1
RADIO-4 - SITE – Coconut Creek

2.2 TEST

- Step 1. Using RADIO-1 initiate a call on the SITE ALL CALL group.
- Step 2. Verify the display shows the Site All Call group alias.
- Step 3. Verify that RADIO-2 and RADIO-3 monitor the call but RADIO-4 does not hear the call.
- Step 4. End the call on RADIO-1.

Pass____ Fail____

3. TALKGROUP SCAN

EXPECTED TEST RESULT: In Talkgroup Scan, a radio user can scan a pre-programmed (in the radio) list of talk groups. Activity of talkgroups is monitored on a first-come first-served basis. A conversation in process will 'not be' interrupted by activity of other talkgroups in the list.

3.1 SETUP

RADIO-1 - TALKGROUP 2 (Scanning)
RADIO-1 - SITE - EMS
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - EMS
RADIO-3 - TALKGROUP 3
RADIO-3 - SITE - EMS

3.2 TEST

- Step 1. Using RADIO-2, initiate a call on TALKGROUP 1. Keep this call in progress for the duration of the test.
- Step 2. Verify RADIO-1 scans to the TALKGROUP 1 call and displays the active TALKGROUP 1 alias.
- Step 3. Using RADIO-3, initiate a call on TALKGROUP 3.
- Step 4. Verify that RADIO-1 continues monitoring RADIO-2's call.
- Step 5. End the call on TALKGROUP 1.

Pass____ Fail____

4. RADIO CHECK

EXPECTED TEST RESULT: Radio Check is a command used to verify that a radio is active in the trunking system. If the radio does not respond to the Radio Check command, a message to that effect displays.

4.1 SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2

VERSION #1.040

4.2 TEST

- Step 1. Navigate the radio menu, select Radio Check from the options list.
- Step 2. Using RADIO-1 enter the ID of RADIO-2 into the entry box and click the OK button.
- Step 3. Observe the radio is polled and the "Target Radio Available" response displays on RADIO-1.
- Step 4. Turn off RADIO-2.
- Step 5. Using RADIO-1 enter the ID of RADIO-2 into the entry box and click the OK button.
- Step 6. Observe that RADIO-1 displays "Destination ID not Available." Power RADIO-2 on.

- Step 7. Depress and hold the PTT button of RADIO-2 until instructed to release.
- Step 8. Using RADIO-1 enter the ID of RADIO-2 into the entry box and click the OK button.
- Step 9. Observe that RADIO-1 displays "Party not Available."
- Step 10. Release the PTT button on RADIO-2.

Pass____ Fail____

5. REMOTE MONITOR

EXPECTED TEST RESULT: The Remote Monitor feature remotely keys a subscriber unit. This allows the subscriber to monitor the transmit audio remotely and without detection. This feature is useful in situations where a subscriber unit has been stolen, or there is a need to determine if the radio user is incapacitated and cannot activate a Push to Talk (PTT) (i.e. an officer has been injured or is under duress). The radio being monitored will not show any sign of being keyed up.

5.1 SETUP

- RADIO-1 - TALKGROUP 1
- RADIO-2 - TALKGROUP 2

5.2 TEST

- Step 1. Put RADIO-1 into Remote Monitor using RADIO-2.
- Step 2. Verify that RADIO-1 keys up without any transmit indication.
- Step 3. Verify RADIO-1 audio is heard by RADIO-2.
- Step 4. Wait approx. 10 seconds (programmable) and verify that RADIO-1 dekeys.

Pass____ Fail____

6. CALL ALERT

EXPECTED TEST RESULT: Call Alert is a selective calling feature that allows a radio user to carry on one to one conversation that is only heard by the two parties involved.

6.1 SETUP

- RADIO-1 - TALKGROUP 1
- RADIO-2 - TALKGROUP 2
- RADIO-3 - TALKGROUP 2

6.2 TEST

- Step 1. Using RADIO-1, navigate through the menu and select "Call Alert" from the menu options.
- Step 2. Enter the Unit ID of RADIO-2 with the keypad.
- Step 3. Press the "OK" button to initiate the call.
- Step 4. Verify that the RADIO-2 display indicates that a call has been received.

- Step 5. Answer the call at RADIO-2 by pressing the PTT button. Verify the display shows the ID number of the calling unit and is able to respond to the call.
- Step 6. Verify RADIO-1 hears the audio from RADIO-2 but RADIO-3 does not hear audio.
- Step 7. End the Private Call and return to normal talkgroup operation.

Pass____ Fail____

7. EMERGENCY ALARM/CALL WITH EMERGENCY ID (TOP OF QUEUE)

EXPECTED TEST RESULT: User in life threatening situations can use the Emergency button on the radio to immediately send a signal to the dispatcher and be assigned the next available voice channel. The first available channel is assigned and held by the emergency talkgroup.

NOTE: All radios and talkgroups should start with default priorities. Default is 8.

7.1 SETUP

- RADIO-1 - TALKGROUP 1
- RADIO-1 - SITE - EMS
- RADIO-2 - TALKGROUP 1
- RADIO-2 - SITE – Coconut Creek
- RADIO-3 - TALKGROUP 2
- RADIO-3 - SITE - EMS
- RADIO-4 - TALKGROUP 3
- RADIO-4 - SITE - EMS

7.2 TEST

- Step 1. Simulate a busy system by disabling all channels at EMS with the exception the control I channel and one voice channel.
- Step 2. Key RADIO-3 and hold the PTT switch until instructed to release.
- Step 3. Key RADIO-4 and verify the radio receives a busy tone. Release the PTT switch on RADIO-4.
- Step 4. Using RADIO-1 send an Emergency Call by depressing the emergency switch and then the PTT switch.
- Step 5. Release the PTT switch on RADIO-3.
- Step 6. Observe that RADIO-1 receives the callback before RADIO-4 and is able to proceed with the call.
- Step 7. Verify that RADIO-2 denotes an emergency and the unit ID of RADIO-1.
- Step 8. Clear the Emergency and return the system to normal operation by enabling the disabled channels.

Pass____ Fail____

8. ROAMING TESTING

8.1 SETUP

CREATE A DRIVING MAP TO INTERSECT EACH OF FIVE RADIO SITES

RADIO-1 - TALKGROUP 1

RADIO-2 - TALKGROUP 1-DISPATCH

8.2 TEST

Step 1. Begin driving at starting point Site 1 driving toward Site 2

Step 2. Key Radio-1 and initiate a test call to RADIO-2.

Step 3. Observe on RADIO-1 and record site info: MENU, RADIOS INFO, SITE INFO

Step 4. At or near mid point between Site 1 and Site 2 key radio again and initiate a test call.

Step 5. Observe on RADIO-1 and record site info: MENU, RADIOS INFO, SITE INFO

Step 6. Repeat Steps 4 and 5 until a rollover to Site 2 is observed.

Step 7. Record on map location of Site rollover to Site 2.

Step 8. Repeat Step 1-7 for the remaining sites.

Pass____ Fail____

C. 30 DAY OPERATIONAL TEST

Radio One and County shall perform a 30 day operational test of the System to ensure that the System functions as warranted and outlined in this SOW and the Documentation. Throughout the 30 day operational test period, users designated by the County will operate the System and identify any defects to be fixed by Radio One. Any System alarms or failures, as defined by County, will be monitored in the Genwatch terminal and repaired by Radio One. Unless otherwise directed by the County Contract Administrator, occurrence of any Event (as defined in Exhibit C) or failure of any component of the System during the 30 day operational test period will cause the test to fail, and shall trigger another 30 day operational test period beginning one day after County receives notice from Provider that the Event or System component alarm or failure has been corrected.

The 30 day operational test shall be successfully passed once the System has no Events and no component alarms or failures for a period of 30 consecutive days.

Non-exhaustive list of System component alarms and failures that will cause a failure of the 30 day operation test:

1. System loses controller connectivity
2. Loss of voice communications
3. Subscriber units receiving busy tone
4. Failure of a controller
5. More than two channel resources down
6. Loss of system configuration database
7. Loss of user database
8. Failures that prevent acceptance criteria from being achieved.

9. Optional Services, Additional Software/Licenses:

A. Transition & Disentanglement Services

The parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the parties and a material obligation of Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective.

At request of County, Provider shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.

B. Additional Software/Modules

County may from time to time request additional Optional Services from Provider, including subscriber units, consulting, training, transition, or other professional or technical services, or other equipment or products related to the Software, Equipment or System. Any such request shall be formalized through the Work Authorization process and shall be invoiced, unless otherwise stated in the Work Authorization, upon completion of the requested services at the rates set forth below and/or delivery and acceptance by County of the requested equipment or products, as applicable.

In addition to the foregoing, County may acquire any of the Additional and Optional Services for which pricing is included in Exhibit B.

C. Aviation Avtec Scout Console System Implementation

Upon request of County and execution of an appropriate Work Authorization, Radio One will provide County's Aviation Department ("Aviation") with the materials and services to implement and support a Scout Console system, integrating with the County's MOTOTRBO Local Government Radio System Network via wireline integration and backup control station interface via Avtec provided Outposts.

As to be further detailed in the Work Authorization, Provider will provide an enterprise license for the Level 2 Avtec Scout VPGate, and such additional equipment and services as set forth in the Work Authorization and accompanying statement of work.

Appendix 1 – Coverage ATP

Abstract

This Coverage ATP proposal is designed to validate the 5 site MOTOTRBO voice radio system implemented for the Broward County, FL municipal government meets or exceeds the service area reliability within the defined Broward County service area (Attachment 1). The Coverage ATP defines the coverage testing methods and procedures, coverage acceptance criterion, corresponding documentation, and the responsibilities of Motorola Solutions Inc. (MSI), Radio One and Broward County throughout the entirety of the scheduled Coverage ATP. All references to the obligations or performance of Motorola in this Coverage ATP shall be deemed to refer to an obligation or performance required of Radio One through its subcontractor Motorola Solutions, and shall be enforceable by County as an obligation of and performance by Radio One.

Definitions

Several definitions are needed to accurately describe the coverage test method.

Channel Performance Criterion (CPC): The CPC is the specified minimum design performance level in a faded channel. For example, this system has a CPC with a Delivered Audio Quality (DAQ) of DAQ-3.0 for the portable configuration.

Delivered Audio Quality (DAQ): A quality of signal measurement for coverage performance. Specific definitions are provided in Table 1 (See TIA TSB-88).

Table 1: Delivered Audio Quality

DAQ Delivered	Subjective Performance Description
1	Unusable, speech present but unreadable.
2	Understandable with considerable effort. Frequent repetition due to noise/distortion.
3	Speech understandable with slight effort. Occasional repetition required due to noise/distortion.
3.4	Speech understandable with repetition only rarely required. Some noise/distortion.
4	Speech easily understood. Occasional noise/distortion.
4.5	Speech easily understood. Infrequent noise/distortion.
5	Speech easily understood.

Reliability: Motorola's HYDRA STRATUSSM, which is a proprietary coverage simulation tool, predicts an area's reliability, defined as the probability of achieving a specified performance criterion within a geographical area of interest. The area of interest is either the Covered Area (the painted area on a coverage map), or the entire Service Area (a customer's primary area of operation, such as a county or city boundary). A Service Area test will be performed, with a subset of Broward County to be used as the geographical area (Attachment 1).

Portable Configuration: Is defined as how the specified portable (in this case, XPR 7550e Series) is going to be used. There are several different ways a portable can be used. Typically, commercial usage of portable is on the radio user's hip using the standard belt clip accessory. Other accessories can be used, and if so, losses should be accounted for. It is important to use the same portable or mobile configuration when completing a Coverage ATP for precise results.

Grid: When the Coverage ATP will be conducted, the service area will be subdivided into a matrix of squares (similar to a checkerboard pattern). For the remainder of this proposal/plan, this matrix will be referred to as the "grid". The grid contains all of the test areas that are involved for the Coverage ATP.

Tile: A single square within the grid will be referred to as a "tile." A tile consists of a single test area for the Coverage ATP.

About Accepting Coverage

Coverage validation testing is based on a coverage prediction that accurately represents the implemented infrastructure and parameters that are consistent with the defined 4 site MOTOTRBO system that is currently installed in Broward County, along with the 5th additional site that is to be added. To verify that the radio coverage reliability is met as presented, a Coverage ATP will be conducted. This Coverage ATP provides a method of validating the performance of the system using Motorola Solutions' Voyager 4.4SM hardware and software. A GPS receiver will provide location information in order to track the progress of the test. This Coverage ATP shall be consistent with the latest procedures and guidelines outlined in TIA TSB-88.

The accepted radio coverage scenario shall be that the coverage for all parties meets or exceeds the CPC within the defined service area, after all 5 sites have been upgraded to meet the parameters used to model coverage within the given service area, and Test #1 (subjective in-building 10dB) and Test #2 (subjective in-building) are accepted via email or mail notification no later than December 31st 2018.

About the Coverage Acceptance Test Plan

○ Motorola Solutions' Voyager 4.4SM

Motorola Solutions' Voyager 4.4SM tool provides an objective method of measurement in conjunction with an XPR 7550 portable radio for bit error rates (BER) measurements. BER is the ratio of the received bit errors to the total number of bits transmitted, usually expressed as a percent. The value of the standard BER is 5%. The BER for this project is 2.6%. Voyager 4.4SM also provides a subjective audio quality test by using actual equipment and simulating the required building loss with external attenuators. In each test tile, a voice test exchange will be initiated using predetermined text typical of a common voice exchange between the fixed location and the test equipment's location. The person conducting the test at the portable will be moving at a typical speed for the surrounding conditions.

- **Determining the Required Number of Test Tiles in the Service Area**

The predicted service area shown on Motorola Solutions' coverage maps will be divided into a tile pattern to produce at least the number of uniformly sized test tiles required by the Estimate of Proportions (EoP) formula (See TIA TSB-88). The minimum number of test tiles required varies for different systems, from a hundred to many thousands, depending on the size of the service area, desired confidence in results, type of coverage test, and the predicted versus required reliability. Motorola's HYDRA STRATUSSM coverage modeling tool takes all of those considerations into account when the test grid is generated.

- **Service Area Grid Tiles**

As previously mentioned, the EoP formula provides the minimum number of valid test tiles within the grid. The grid must have at least the number of tiles provided by the formula in order to have a statistically valid test.

- **Constraints on Test Tile Sizes**

The minimum tile size is 100 by 100 wavelengths; however, the minimum practical test tile size is typically about 400 by 400 meters (about 0.25 by 0.25 miles). The minimum practical tile size for any system is determined by the distance traveled at the speed of the test vehicle while sampling, GPS error margin, and availability of road access within very small test tiles. A related consideration is the time, resources, and cost involved in testing very large numbers of very small tiles. The maximum test tile size is 2 by 2 kilometers (1.25 by 1.25 miles). In some wide-area systems, this constraint on maximum tile size may dictate a greater number of test tiles than the minimum number required by the Estimate of Proportions formula.

- **Accessibility to Test Tiles**

Prior to testing (if possible) or during the test, Motorola Solutions, Radio One and the County will determine whether any test tiles are inaccessible for the coverage test (due to lack of roads, restricted land, etc.) Inaccessible tiles will be eliminated from the acceptance test calculation; however, a minimum number of test locations must be accessed to provide a statistically valid test. The TSB-88.3-D, section 5.5.4 provides consideration for inaccessible test locations called "Estimated based on adjacent grids (single grids only)." Single inaccessible test locations would be considered a "pass" if five of the eight surrounding test tiles provide passing results, provided that the CATP test tiles are defined as follows:

- Only those test tiles where the majority of the tile falls within the boundaries of the Coverage ATP area under test.
- Those test tiles within the Coverage ATP boundaries that are actually tested.
- Inaccessible test tiles that are surrounded by not less than five contiguous test tiles which have been tested and show an actual passing result (untested test tiles are not counted).
- Any other untested test tiles that do not fit any of the criteria above (e.g., untested test tiles surrounded by other untested test tiles, or less than five passed test tiles, etc.)

would be categorized as simply “untested” and will not be factored into the results as a “Coverage ATP tile.”

○ **How Voyager 4.4 Randomly Selects a Test Location within Each Tile**

Using Voyager 4.4, the actual test location within each test tile will be randomly selected by the test vehicle crossing into the tile at an arbitrary point, with an arbitrary speed and direction. This will be the queue for the objective sampling test to begin. After the sample is taken for BER, the test team will initiate the subjective voice test to determine if the test point passes the audio quality DAQ test.

○ **Performing Measurements in Each Tile**

In each test tile, approximately 17 or more sequential BER measurements (sub-samples) are made. This test location measurement, containing a number of sub-samples, constitutes the test sample for this location. The test sample will establish the local mean and median BER within the test tile. With this measurement, the target BER for each configuration and loss is established. A mean of multiple BER sub-samples is used rather than a single measurement to ensure that the measurement is not biased by taking a single sample that might be at a peak or null point on the radio wave.

○ **Net Attenuation for the Subjective Voice Quality Test**

The following tables will be used for determining the correct net attenuation for the subjective voice quality test using MotoTrbo portable. The net attenuation matrix shown below will be used as a template to verify the voyager kit setup losses and calculation may change based on voyager kit antenna cable loss. The attenuation again simulates losses that may be encountered by various urban area buildings as defined in the SOW. These net attenuations will be used for the subjective voice testing in a vehicle. In each test tile, a voice test exchange will be initiated using predetermined text typical of a common voice exchange between the fixed location and the portable location. The person conducting the test at the portable will be moving at a typical speed for the surrounding conditions. Coverage acceptance testing will be performed in the both the talk-out and talk-in direction to determine if test tile passes or fails. Both talk-out and talk-in tests must pass in a given tile for the grid to pass the subjective test.

Net target signal strength indication – MotoTrbo portable at hip and head level

Objective Test	Portable Sensitivity DAQ-3.0	Faded (dBm)	Portable Target SSI (dBm)	Faded Net Attenuation for Portable Antenna and Building Loss (dB)
Hip level+10 dB bldg loss	-110.03		-88.9	-21.1 (-13.2-2.0-10.0+4.1) ¹
Head level+10dB bldg loss	-110.03		-96.5	-13.5 (-6.6-1.0-10.0+4.1) ²

¹ The -13.2 dB is the antenna loss figure for the MotoTrbo 7550 portable at hip level on a belt clip with flex whip antenna. The +4.1 dB is the mobile antenna and transmission line that a portable does not have and thus must be added back to get the signal at the input to the test radio; this value may vary depending on the cable length. The 2.0 db is for the increased antenna height of the typical SUV vehicle (6.5').

²The -6.6 dB is the antenna loss figure for the MotoTrbo 7550 portable at head level with flex whip antenna. The +4.1 dB is the mobile antenna and transmission line that a portable does not have and thus must be added back to get the signal at the input to the test radio; this value may vary depending on the cable length. The -1.0 db is for the increased antenna height of the typical test vehicle (6.5').

○ **Subjective Voice Quality Testing**

A subjective listening test will be performed for coverage validation testing to verify talk-in and talk-out DAQ performance of the system. The procedure for the subjective DAQ coverage test will be as follows:

To perform a statistically valid subjective DAQ test, a large group of people is required to ensure high confidence in the results. However, obtaining a large group of people for a subjective listening test is usually impractical; therefore, several (3 to 4) people in a car or van outside the test building or site must be used for the test. Since a group this small cannot provide statistically significant results, it is very important that the personnel participating in the subjective test be familiar with the sound of radio conversations. Before subjectively testing, all personnel who will evaluate audio quality must be "calibrated" by listening to examples of static and faded audio of various CPC levels from the type of system being tested.

A fixed control point location will be established. Prior to testing, Radio One, Broward County and Motorola Solutions will agree upon a procedure to allow each audio transmission to be evaluated for approximately 8 to 20 seconds.

Motorola Solutions reserves the right to review any test point or building that fails the subjective DAQ tests. If a coverage test, or a portion thereof, is suspected by Motorola Solutions to have failed due to external interference, those areas affected may be re-tested. If the test points are re-tested, and are confirmed to have failed due to interference, those test points will be excluded from all acceptance calculations and Motorola Solutions will work with Broward County to identify potential solutions to the interference issues.

○ **Objective Testing**

Motorola Solutions will conduct an outbound BER test for the area reliabilities as shown in Table 2 for information only. Both the subjective and objective BER testing as described would be performed are evaluated independently of each other.

○ **Service Area Reliability for Validation**

After all accessible tiles in the service area have been tested, the service area reliability (percentage) will be determined by dividing the number of tiles that passed by the total number of tiles tested. The test will be considered a pass if the aforementioned percentage meets or

exceeds the service area reliability contained in Table 2 Coverage ATP UHF MOTOTRBO Test Criteria. Inaccessible grids shall not be counted as either a pass or fail in the statistical analysis.

About Broward County's Coverage ATP Test(s)

This information will help set the expectations of Radio One, Broward County and Motorola Solutions regarding requirements for equipment, personnel, and time during the coverage test.

○ **The Coverage ATP Performance Criterion**

The Coverage ATP test maps reflect the measured losses and gains associated with the implemented infrastructure and subscribers. These will be used to define the test configuration and potential areas from which test locations may be included in the evaluation process.

The performance criteria used for this Coverage ATP will be a Delivered Audio Quality (DAQ) level of 3.0 for a 90% Service Area Reliability over the defined Broward County service area as given in Attachment 1.

○ **Portable Configuration**

There is one type of MOTOTRBO portable used for the field unit equipment upon which coverage validation is based. Motorola Solutions' coverage map(s) for this system indicate the coverage performance for the following equipment configuration:

Portable: XPR 7550 4W can also use the 7550e series.

Accessory: Standard XPR 7550 Belt Clip

Configuration: Transmit at head level and receive at hip on Belt Clip with Wideband antenna

- **Service Area Grid Tiles.** The size of each tile within the grid is .4mi. x .4mi. A map showing the Grid Overlay for the entire service area is located in Attachment 2. This map shows 2543 enabled test tiles within Broward County's municipal boundaries, which is in compliance with EoP. Refer to table 2 for additional information regarding the grid. 2543 enabled test tiles shall be used for Test #1 and Test #2, only.

○ **Testing Criteria for Each Established Site**

Scenario #	Doc Page #	# of Sites	BLDG Loss (dB)	Inbound / Outbound	TX Ant Model Description	RX Ant Model Description	Coverage Reliability	TX ERP (W)	Portable Config	Comments
7	Appendix 5	5	10	Inbound	COL410-470	COL410-470	90%	N/A	TX=Head Level; RX=Hip using a Belt Clip	Use COL410-470 antennas; 10dB building loss - 90% - 7/8 HELIAX Air - Combiner Model SPD-1388-TX6 - dbSpectra Window Filter and RMC06
7	Appendix 5	5	10	Outbound	COL410-470	COL410-470	90%	See Below	TX=Head Level; RX=Hip using a Belt Clip	Use COL410-470 antennas; 10dB building loss - 90% - 7/8 HELIAX Air - Combiner Model SPD-1388-TX6 - dbSpectra Window Filter and RMC06

○ **Individual Transmit Parameters at Each Established Site**

Site	Latitude	Longitude	Tx Ant Model	Tx Antenna Height	Tx Line Length	Rx Ant Model	Rx Ant Height	Rx Line Length	Max (Not Set) Station PWR (W)	# of Channels	Tx To Comb Loss	Comb Loss (dB)	Main Line Loss	Tx Ant Length (FT)	ERP (W)
1 - EMS	26-09-15.3	80-10-37.2	COL410-470		390	420 COL410-470		400 430	100	6	1	3.8	3.1	18	30
2 - CHANNEL 2	25-58-48.0	80-11-47.0	COL410-470		350	380 COL410-470		390 420	100	6	1	3.8	2.8	18	50
3 - COCONUT CREEK	26-18-10.0	80-11-45.0	COL410-470		310	340 COL410-470		330 360	100	6	1	3.8	2.5	18	30
4 - MARKHAM PARK	26-08-43	80-20-43.8	COL410-470		324	354 COL410-470		383 413	100	6	1	3.8	2.6	18	100
			OA40-67		250			300							
5 - MIRAMAR	25-57-30.7	80-20-18.5		(315° Azimuth)	280	OA40-67	(315° Azimuth)	330	100	6	1	3.8	2.1	9.83	10

○ **Coverage ATP Disclaimer**

The Coverage ATP was modeled with this Performance Criterion. The coverage guarantee is based on the successful passing of Test #1. Test #2 in Table 2 will be conducted but is for information only.

Table 2. Coverage ATP UHF MOTOTRBO Test Criteria

Using Portable Configuration - XPR 7550 - Tx at Head and Rx at Hip in Belt Clip - Wideband Antenna

Location	Defined Test Area	# of Test Tiles	Reliability	CPC	CPC Pass/Fail	Direction(s) of Test
Outdoors Simulated In-Building 10dB	Service Area Maps Attachment 2	2543 0.4mile x 0.4mile	90%	DAQ 3.0	Subjective	Test #1 Inbound/Outbound
Outdoors Simulated In-Building 10dB	Service Area Maps in Attachment 2	2543 0.4mile x 0.4mile	90%	DAQ 3.0	2.6% BER	Test #2 Outbound (information only)
In-Building	Attachment 4	NA	NA	DAQ 3.0	Subjective	Test #3 Inbound/Outbound

○ **Coverage ATP Peripherals**

Radio One will provide the test-voyager vehicles; additional on-site Coverage ATP personnel and test radios for each field team (unless required otherwise, use the delivered customer subscribers).

○ **Test Teams:**

Test #1 and Test #2

- Team 1 is a field team that consists of 1 or more Radio One representatives and 1 or more County representatives.
- Team 2 is a dispatch team and consists of 1 or more Radio One representatives and 1 or more County representatives.

Test #3's Physical In-building Test

- Team 1 is the field team and consists of 1 or more Radio One representatives and 1 or more County representatives. Team 1 will evaluate at least 4 locations in the building: North, South, East, and West for a single floor building. If the building has 2 or more floors, then Team 1 will evaluate the first two floors.
- Team 2 is the dispatch team and consists of 1 or more Radio One representatives and 1 or more County representatives.
- All buildings listed in Attachment 4 will be tested for informational purposes only. If a building fails the test, Radio One will determine the building penetration loss by testing the signal strength outside the building and inside the building. Radio One will provide Broward County with a report providing the pass/fail results and the measured building penetration loss for all buildings which failed the test.

Team 2 in all tests could be the same people, as they will be located at an appropriately selected console location.

Motorola Solutions will provide the following for the duration of the coverage test:

- At least one Motorola Solutions representative to validate the proper operation of Voyager 4.4 for each team (this would assume that the customer representative would drive the vehicle).
- At least one calibrated Motorola Voyager 4.4 coverage testing package per team.

Motorola Solutions, Radio One and the County will plan the route for the test vehicles through the coverage test area, to ensure that at least the minimum required number of tiles is tested. If possible, any tiles not accessible to the test vehicles will be identified while planning the route.

Motorola Solutions will check and/or calibrate the test radios (standard XPR 7550 portables) used with the Voyager 4.4 coverage testing package in the County's presence.

If any portion of the test is determined to be unreliable because of proven equipment malfunctions or failures, Motorola Solutions will repeat the portion of the test affected by the equipment malfunction or failure. The County will have the option to accept the results of the test at any time prior to completion of the coverage test.

A service area reliability test is designed to test and validate the service area that has been modeled through Motorola Solutions' HYDRA STRATUSSM proprietary software program. The process is for HYDRA STRATUSSM to create a Coverage ATP test grid that displays the amount of statistically significant test tiles needed to accurately depict the coverage model. To accomplish this, Radio One and Motorola Solutions have agreed to provide Radio One a service area reliability grid (See Attachment 2), and complete separate Voyager 4.4 service area reliability validation tests (See Table 2 Coverage ATP UHF MOTOTRBO Test Criteria).

Coverage ATP Acceptance Agreement

Motorola Solutions will submit to the County a report detailing the coverage test results. This report will include a document, which is to be signed by both Radio One, Broward County and Motorola Solutions Inc., upon verification by County that the test was performed in accordance with this Coverage ATP. The County will have the option to accept the results at any time prior to completion of the coverage test or documentation process.

During the coverage validation test, Voyager 4.4 generates computer files that include the mean and median BER for each test tile. It also generates a comma separated values (.csv) file that documents these samples for each test point taken. A copy of this data will be provided to Radio One and Broward County after the test has been completed.

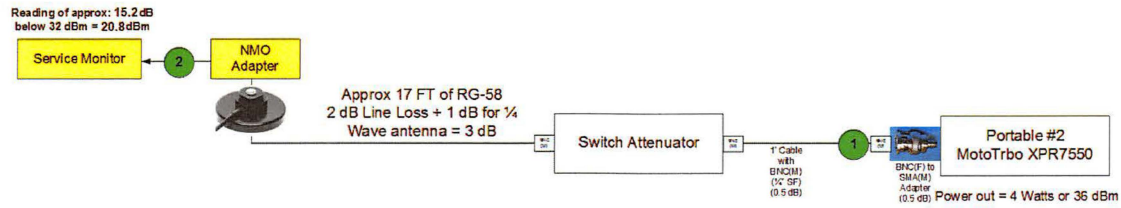
Motorola Solutions will process this data to determine whether the coverage test was passed for the equipment configurations and to produce a map that graphically displays the statistical coverage test results along with the analyzed numbers of the passes and failures.

Motorola Solutions will submit to the County a report detailing the coverage test results. This report will include a document, which is to be signed by both the Radio One, County and Motorola, indicating the test was performed in accordance with this CATP and the results of the test indicate the acceptance or non-acceptance of the coverage portion of the system. The coverage test results report will include the following:

- BER Service Area Validation Results - Outbound for 10 dB building (for information only)
- DAQ Service Area Validation Results - Inbound/Outbound/Round-Trip
- Physical In Building Simulation of Critical Site Test Results
- New Coverage Maps
- Coverage ATP Evaluation
- Appendices

Broward County UHF MotoTrbo Coverage Acceptance Test Configuration Setup (10 dB Building)

Figure 1: Base to Portable Subjective Audio in 10 dB Building at Portable Hip Level



Subjective Setup Procedure (See Table 1):

Step 1: Verify 36 dBm is being generated by the portable by inserting Service Monitor at Test Point #1 (see green circle #1).

Step 2: Insert Service Monitor to test point 2. With attenuator set to zero, keyup portable and measure/record result.

Step 3: Calculate the difference between Step 1 and Step 2. In this example, it is 4 dB.

Step 4: Calculate net attenuation at input of portable by the summation of Step 3 loss of 4 dB with -13.2 dB, -10 dB, 3 dB, and 1 dB which equals -15.2 dB.

Step 5: Adjust the attenuator until you see reading of 15.2 dB below 32 dBm for a reading of approximately 20.8 dBm on the service monitor at Test Point 2.

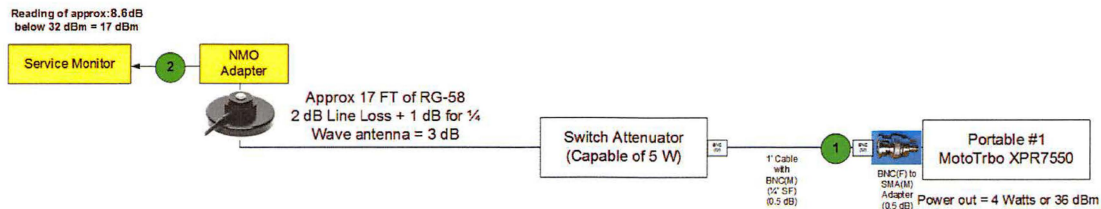
Table 1: Base to Portable Subjective Setup - Example of attenuator setting
Talk-out 16.4 dB Building at Portable Hip level

No	Description	Loss (dB)	Measure (dBm)
1	XPR7550 Portable at Hip Level of 3.3 FT.	-13.2	
2	Building Loss:	-10	
3	Antenna Gain Height Factor: 6.0 FT 4WD SUV vs. 3.0 FT Height:	3	
4	Loss for a 1/4 wave mag mounted antenna	1	
5	Step 1: Measure power at test point 1		36
6	Step 2: Measure power at test point 2		32
7	Step 3: Calculate difference between Step 1 and Step 2	4	
8	Step 4: Net Attenuation at input of Portable:	-15.2	
9	Step 5: adjust attenuator until you see the measured amount in Step 2 attenuated by the loss amount calculated in Step 4. This is the approximate reading on the service monitor:		20.8

Broward County UHF MotoTrbo Coverage Acceptance Test Configuration Setup (10dB Building)

Figure 2: Portable to Base Subjective Audio in 10 dB Building at Portable Head Level

****Note: We can get rid of this setup if we went with Hip Level for both talk-out and talk-in, which is worst case****



Subjective Setup Procedure (See Table 2):

Step 1: Verify 36 dBm is being generated by the portable by inserting Service Monitor at Test Point #1 (see green circle #1).

Step 2: Insert Service Monitor to test point 2. With attenuator set to zero, keyup portable and measure/record result.

Step 3: Calculate the difference between Step 1 and Step 2. In this example, it is 4 dB.

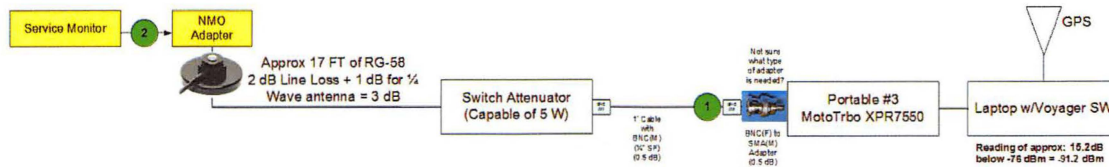
Step 4: Calculate net attenuation at input of portable by the summation of Step 3 loss of 4 dB with -6.6 dB, -10 dB, 3 dB, and 1 dB which equals -8.6 dB.

Step 5: Adjust the attenuator until you see reading of 8.6 dB below 32 dBm for a reading of approximately 17 dBm on the service monitor at Test Point 2.

Table 2: Portable to Base Subjective Setup - Example of attenuator setting
Talk-in 16.4 dB Building at Portable Head level

No	Description	Loss (dB)	Measure (dBm)
1	XPR7550 Portable at Head Level of 5.0 FT.	-6.6	
2	Building Loss:	-10	
3	Antenna Gain Height Factor: 6.0 FT 4WD SUV vs. 3.0 FT Height:	3	
4	Loss for a 1/4 wave mag mounted antenna	1	
5	Step 1: Measure power at test point 1		36
6	Step 2: Measure power at test point 2		32
7	Step 3: Calculate difference between Step 1 and Step 2	4	
8	Step 4: Net Attenuation at input of Portable:	-8.6	
9	Step 5: adjust attenuator until you see the measured amount in Step 2 attenuated by the loss amount calculated in Step 4. This is the approximate reading on the service monitor:		17

Broward County UHF MotoTrbo Coverage Acceptance Test Configuration Setup (10 dB Building)
Figure 3: Base to Portable BER Objective Setup in 10 dB Building at Portable Hip Level



BER Objective Setup Procedure (See Table 3):

Step 1: Inject an -80 dBm signal at Test Point #1 and increased signal until voyager reads -80 dBm (see green circle #1).

Step 2: Inject baseline signal from Step 1 to Test Point #2 and record voyager reading.

Step 3: Calculate the difference between Step 1 and Step 2. In this example it is 4 dB.

Step 4: Calculate net attenuation at input of portable by the summation of Step 3 loss of 4 dB with -13.2dB, -10 dB, 1 dB and 3 dB, which equals -15.2 dB.

Step 5: Adjust the attenuator until you see reading on voyager of -15.2dB below -76 dBm for an approximate reading of -91.2dBm on the voyager at Test Point 2.

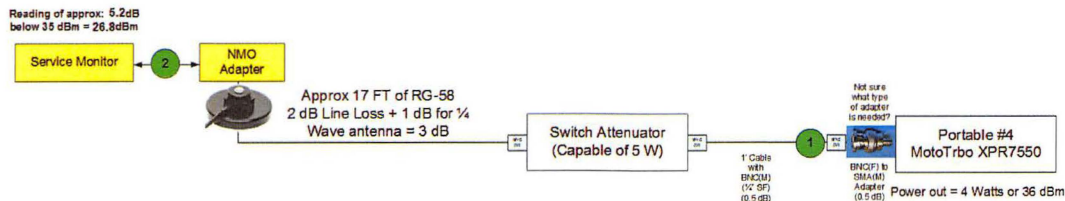
Table 3: Base to Portable BER Objective Test Setup - Example of attenuator setting

Talk-out BER in 10.4 dB Building at Portable Hip level			
No	Description	Loss (dB)	Measure (dBm)
1	XPR7550 Portable at Hip Level of 3.3 FT.	-13.2	
2	Building Loss:	-10	
3	Antenna Gain Height Factor: 6.0 FT 4WD SUV vs. 3.0 FT Height	3	
4	Loss for a 1/4 wave mag mounted antenna	1	
5	Step 1: Inject an -80 dBm signal at Test Point #1, increase signal until voyager reads -80 dBm		-80
6	Step 2: Inject the signal in Step 1 to Test Point #2		-76
7	Step 3: Calculate difference between Step 1 and Step 2	4	
8	Step 4: Net Attenuation at input of Portable:	-15.2	
9	Step 5: adjust attenuator until you see the measured amount in Step 2 is attenuated by the loss amount calculated in Step 4. This is the approx reading on voyager:		-91.2

Broward County UHF MotoTrbo Coverage Acceptance Test Configuration Setup (On-street)

Figure 4: Base to Portable/Portable to Base Subjective Audio Setup on street at Portable Hip Level

** This configuration will be used to verify a failed 10 dB tile can communicate on street**



Subjective Setup Procedure (See Table 4):

Step 1: Verify 36 dBm is being generated by the portable by inserting Service Monitor at Test Point #1 (see green circle #1).

Step 2: Insert Service Monitor to test point 2. With attenuator set to zero, keyup portable and measure/record result.

Step 3: Calculate the difference between Step 1 and Step 2. In this example, it is 4 dB.

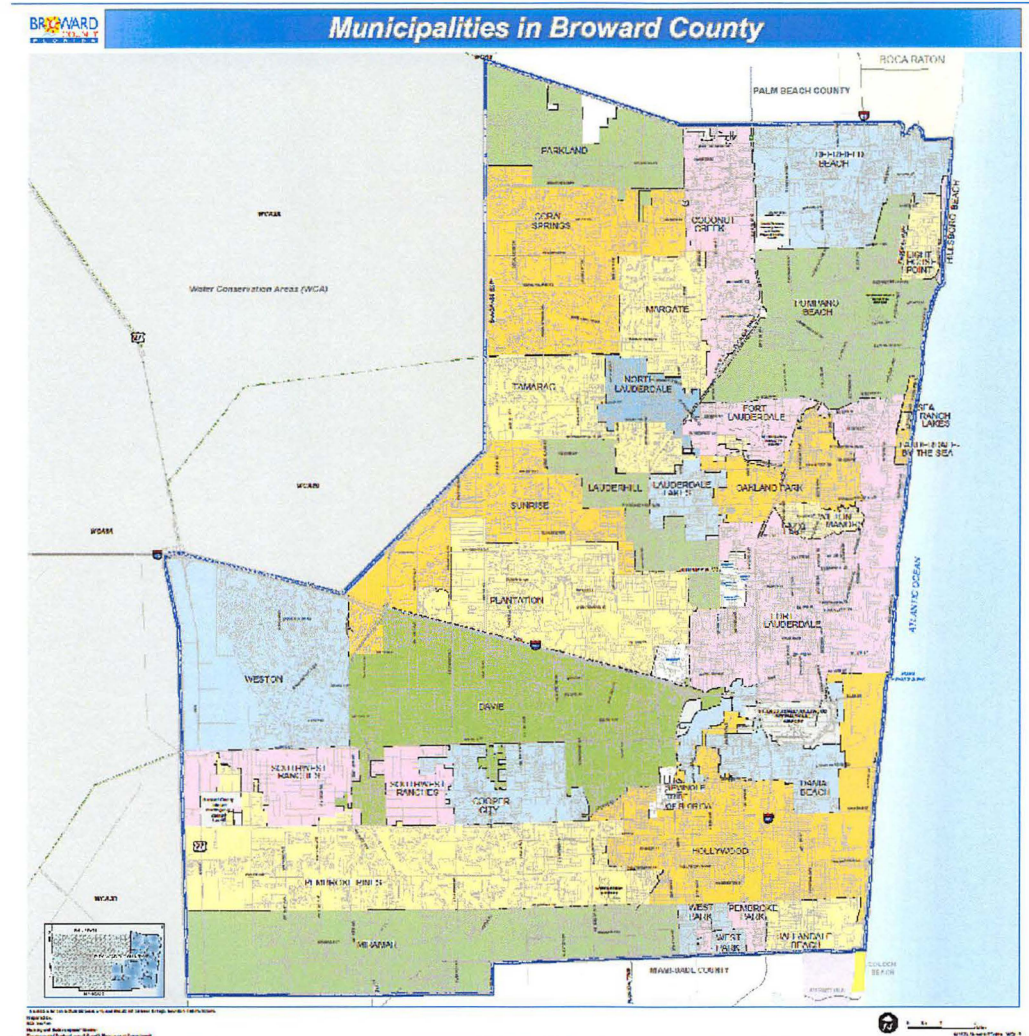
Step 4: Calculate net attenuation at input of portable by the summation of Step 3 loss of 4 dB with -13.2dB, 3 dB, and 1 dB which equals -5.2 dB.

Step 5: Adjust the attenuator until you see reading of -5.2dB below 32 dBm for a reading of approximately 26.8 dBm on the service monitor at Test Point 2.

Table 4: Base to Portable/Portable to Base Subjective Setup - Example of attenuator setting

Talk out/Talk in for on street at Portable Hip level			
No	Description	Loss (dB)	Measure (dBm)
1	XPR7550 Portable at Hip Level of 3.3 FT.	-13.2	
2	Building Loss:	0	
3	Antenna Gain Height Factor: 6.0 FT 4WD SUV vs. 3.0 FT Height	3	
4	Loss for a 1/4 wave mag mounted antenna	1	
5	Step 1: Measure power at test point 1		36
6	Step 2: Measure power at test point 2		32
7	Step 3: Calculate difference between Step 1 and Step 2	4	
8	Step 4: Net Attenuation at input of Portable:	-5.2	
9	Step 5: adjust attenuator until you see the measured amount in Step 2 is attenuated by the loss amount calculated in Step 4. This is the approximate reading on the service monitor:		-26.8

Attachment 1
Broward County Coverage Acceptance Test Plan Service Area



Source: Broward.org

Attachment 2 Coverage ATP Reliability Grid

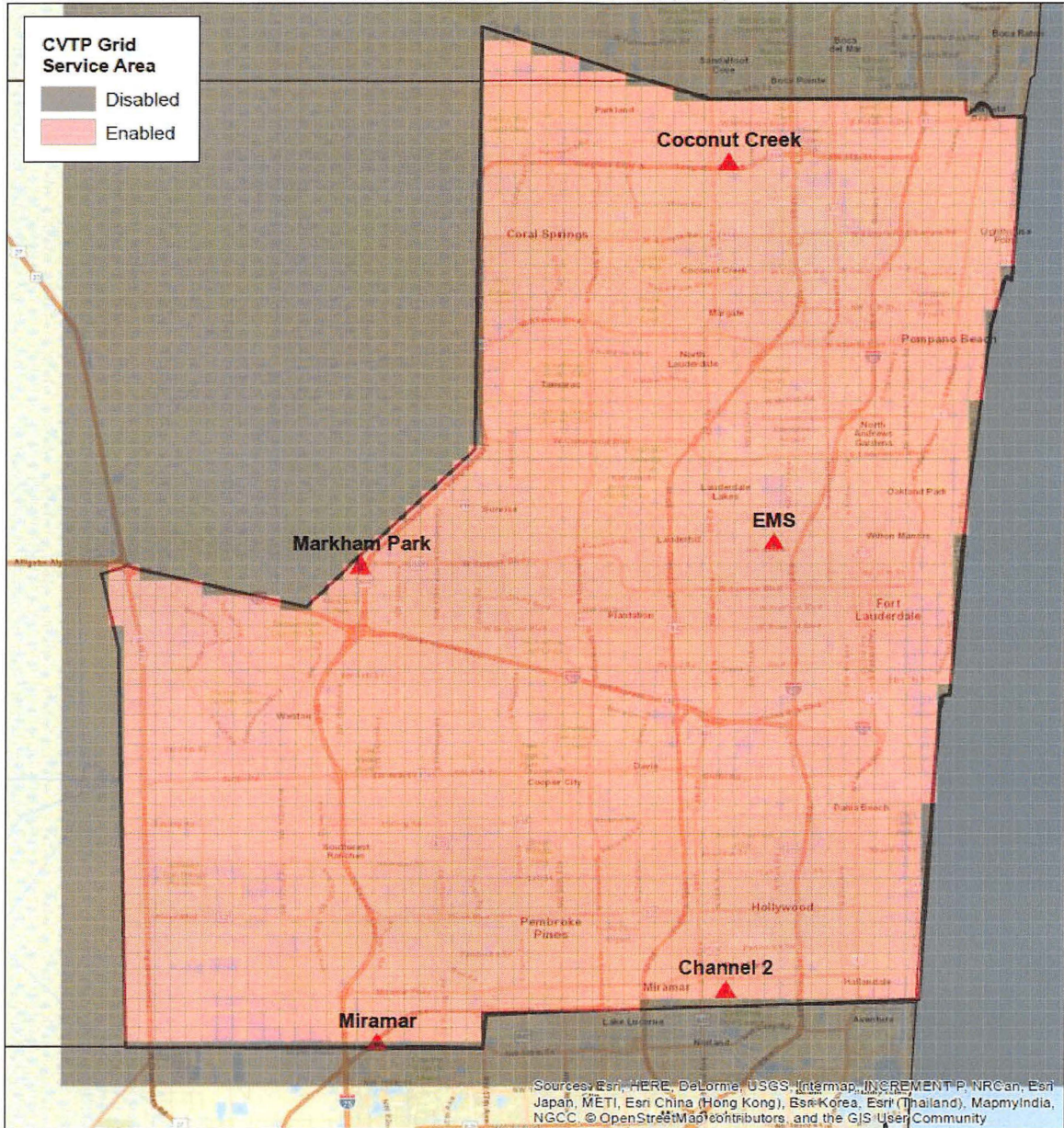


MOTOROLA

Broward County, FL UHF

5 Site MOTOTRBO System

Shaded Area Represents 90% Covered Area Reliability at DAQ-3.0



0 0.75 1.5 3 Miles
1 in = 3 miles

Portable CVTP Grid: 0.4 mile x 0.4 mile
2630 Tiles Enabled

FL_Broward_UHF: Miramar
PKG374
CCDTLAB-305

Dec 14, 2017

8097405028.1.Design 2 azimuth adi

Attachment 3 - Equipment Checklist

Vehicle Make:	_____	Radio Serial No.:	_____
Vehicle Type:	_____	Radio Network ID:	_____
Vehicle No.:	_____	Date:	_____
Service Shop:	_____	Technician:	_____

Battery Visual

	Pass	Fail
Broken or Cracked Case	_____	_____
Broken or Cracked Cover	_____	_____
Acidic Odor	_____	_____
Excessive Corrosion on Battery Posts	_____	_____
Battery Posts Tight	_____	_____

Wiring Visual

	Pass	Fail
Wires Pinched or Damaged	_____	_____
Wires Running Over Hot or Moving Parts	_____	_____
Condition of Battery Ground	_____	_____
Condition of Battery to Hot Lead	_____	_____
Wires Run Through Firewall (grommet installed)	_____	_____

Radio Check

	Pass	Fail
Radio Mounted Securely	_____	_____
Antenna Type (unity, 3 dB, etc.)	_____	_____
Antenna Line Type and Length	_____	_____
Antenna Installed Correctly	_____	_____
Antenna Length Correct	_____	_____
Tx Power Forward	_____	_____
Tx Power Reverse ($\leq 4\%$ of Forward Power)	_____	_____
VSWR ($< 1.5:1$)	_____	_____
Tx Deviation	_____	_____
Tx Frequency	_____	_____
Rx Sensitivity	_____	_____
Effective Receiver Sensitivity Degradation (refer to the Systems Engineer for maximum allowable degradation)	_____	_____

Radio Software Check

	Pass	Fail
Verify the hardware revision and model/and serial numbers (include an archive file with the software release version and personality parameters)	_____	_____
Comments:	_____	_____

Note: A failure of any preliminary check will cause rejection, and the vehicle will be returned for correction before continuing the testing and installation.

Attachment 4
List of Critical Sites

Building Name	Address
Broward Health Coral Springs	3000 Coral Hills Drive, Coral Springs 33065
Broward Health Imperial Point	6401 N. Federal Highway, Ft. Lauderdale 33308
Broward Health Medical Center	1600 S. Andrews Ave, Ft. Lauderdale 33316
Broward Health North	201 E Sample Rd., Pompano Beach 33064
Cleveland Clinic Hospital	3100 Weston Rd., Weston 33326
Florida Medical Center	5000 W Oakland Park Blvd, Fort Lauderdale, FL 33313
Holy Cross Hospital	4725 N Federal Hwy, Fort Lauderdale, FL 33308
Memorial Hospital Miramar	1901 SW 172 Ave, Miramar 33029
Memorial Hospital Pembroke	7800 Sheridan Street, Pembroke Pines 33024
Memorial Hospital West	703 N Flamingo Rd, Pembroke Pines 33025
Memorial Regional Hospital	3501 Johnson Street, Hollywood 33021
Joe DiMaggio Children's Hospital	1005 Joe DiMaggio Dr., Hollywood 33021
Memorial Regional Hospital South	3600 Washington Street, Hollywood 33021
Northwest Medical Center	2801 North SR 7, Margate 33063
Plantation General Hospital	401 NW 42 Ave, Plantation 33317
University Hospital and Medical Center	7201 N University Dr., Tamarac 33321
Westside Regional Medical Center	8201 W Broward Blvd., Plantation 33324

Schools

Building Name	Address
Indian River Middle School	1355 Nob Hill Rd, Davie 33324
New River Middle School	3100 Riverland Road, Ft. Lauderdale 33312
McNichol Middle School	1411 S 28th Ave, Hollywood 33020

Building Name	Address
Sheridan Technical High School	3775 SW 16th Street, Ft. Lauderdale 33312
West Glades Middle School	11000 Holmberg Rd., Parkland 33076
Broward County Health Department	780 SW 24th Street, Ft. Lauderdale 33315
Edgar Mills Health Center	900 NW 31st Ave, Ft. Lauderdale 33315
North Regional Health Center	601 West Atlantic Blvd., Pompano Beach 33060
Paul Hughes Health Center	205 NW 6th Ave, Pompano Beach 33060
South Regional Health Center	4105 Pembroke Rd., Hollywood 33021
County Libraries	
Beach Branch	3250 NE 2nd Street, Pompano Beach, FL 33062
Broward County Law Library	County Court House, Room 1800 – North Wing
Broward County Court House	201 SE 6th Street, Fort Lauderdale, FL 33301
Century Plaza/Leon Slatin Branch	1856 A W. Hillsboro Blvd., Deerfield Beach, FL 33442
Dania Beach Paul DeMaio Branch	1 Park Avenue East, Dania Beach, FL 33004
Davie/Cooper City Branch	4600 SW 82 Avenue, Davie, FL 33328
Foster Park Community Center Micro-Library	609 NW 6th Avenue, Hallandale Beach, FL 33009
Galt Ocean Mile Reading Center	3403 Galt Ocean Drive, Fort Lauderdale, FL 33308
Hallandale Beach Branch	300 S. Federal Highway, Hallandale, FL 33009
Lauderdale Lakes Library/Educational and Cultural Center	3580 W. Oakland Park Blvd., Lauderdale Lakes, FL 33311
Lauderhill Mall Branch	4257 NW 12 Street, Lauderhill, FL 33313
Main Library	100 S. Andrews Avenue, Fort Lauderdale, FL 33301
Pembroke Pines/Walter C. Young Resource Center	955 NW 129 Avenue, Pembroke Pines, FL 33028

Building Name	Address
South Regional/BC Library	7300 Pines Blvd., Pembroke Pines, FL 33024
Southwest Regional Library	16835 Sheridan Street, Pembroke Pines, FL 33331
Sunrise Dan Pearl Branch	10500 W. Oakland Park Blvd., Sunrise, FL 33351
West Regional Library	8601 W. Broward Blvd., Plantation, FL 33324
Weston Branch	4205 Bonaventure Blvd., Weston, FL 33332
Government Center West	1 N. University Drive, Plantation, FL
EOC building	201 N.W. 84th Ave., Plantation, FL
Government Center East	115 S. Andrews Ave., Fort Lauderdale, FL
County Courthouse	201 S.E. 6th St., Fort Lauderdale, FL
Airport	100 Terminal Drive, Fort Lauderdale, FL

Attachment 5 Coverage Maps

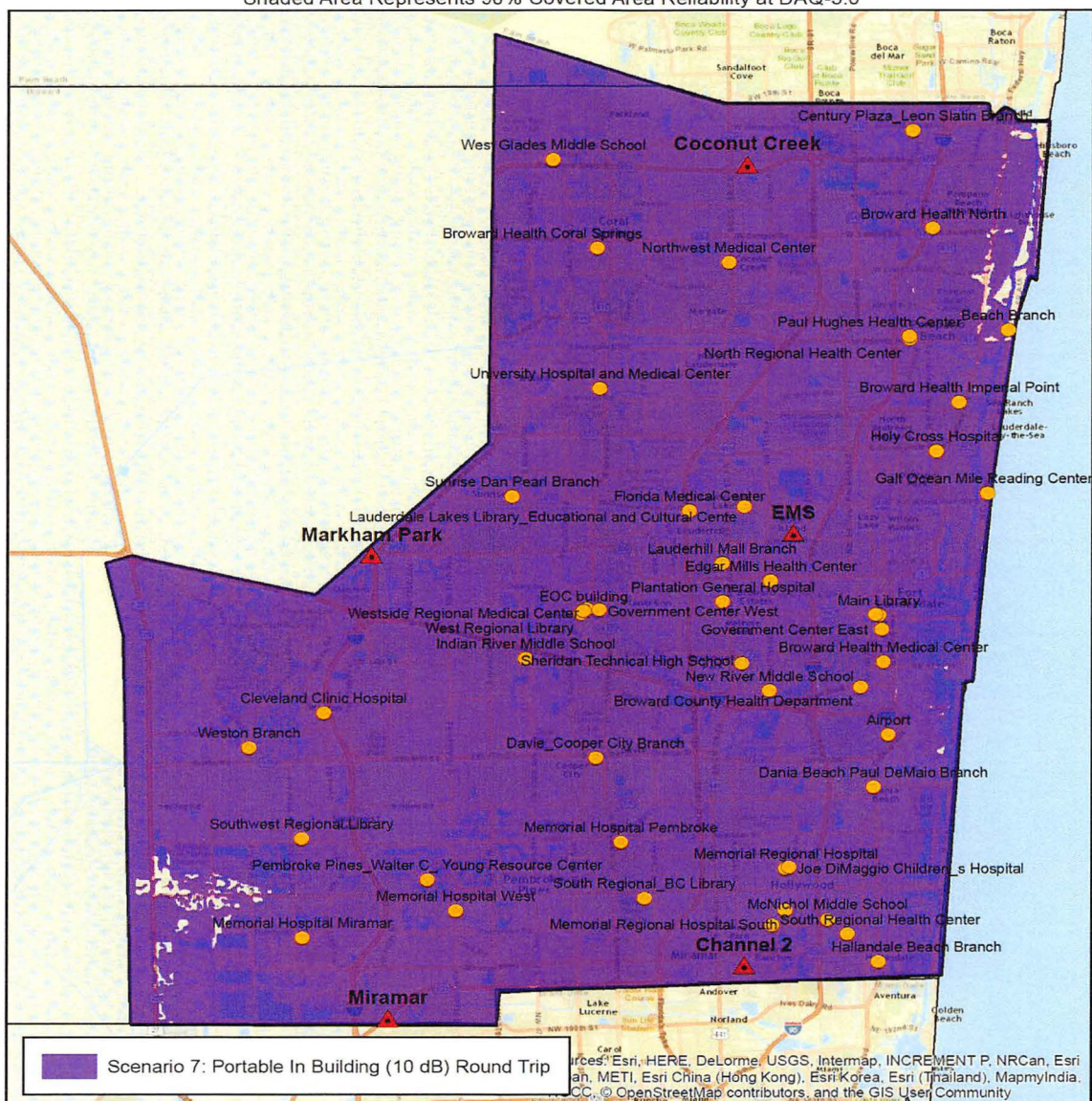


MOTOROLA

Broward County, FL UHF

5 Site MOTOTRBO System

Shaded Area Represents 90% Covered Area Reliability at DAQ-3.0



0 0.75 1.5 3 Miles
1 in = 3 miles

Portable Config: XPR 7550, 4W, Tx at Head, Rx at Hip in Belt Clip
Portable Antenna: Wideband

FL_Broward_UHF: Miramar
PKG374
CCDTLAB-305

Dec 05, 2017

8097405028.1.Design 2 azimuth adj

Exhibit B – Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

1. Radio System Implementation Payment Milestones

Radio One shall invoice for the amounts stated below only upon written notice of preliminary acceptance by the County Contract Administrator of the applicable Phase(s), with the exception of Final Acceptance which amount shall only be invoiced upon written notice of Final Acceptance by County. These payment milestones are inclusive of all Software, Equipment, and Services provided under this Agreement.

PHASE(S)	MILESTONE	AMOUNT
A & B	Markham Park Site optimization, City of Sunrise migration to LGRS	\$96,668.20
C	Frequency Plan, FCC licensing including increased ERP options, IM study	\$48,334.10
D	Database, terminals passwords, GenWatch	\$24,167.05
E	800 MHZ and Local Government Interoperability Installation	\$48,334.10
F	Optimize: EMS, Channel 2, Coconut Creek sites	\$48,334.10
G	New Subscriber Programming Template	\$24,167.05
H	New Site #5 at Miramar Tower	\$96,668.20
N/A	Final Acceptance	\$96,668.20
	TOTAL	\$483,341.00

In addition to the above Payment Milestones, Provider shall invoice County for the actual permitting costs incurred by Provider per Exhibit A simultaneously with the invoice for Payment Milestone H, New Site #5 at Miramar Tower, subject to the following not-to-exceed amount:

Description	Not-To-Exceed Amount
Electrical Permitting (as needed)	\$1,500.00

2. **Support and Maintenance Services - Specific Support Services**

County may add, remove, modify, or reinstate any of the Specific Support Services for the System at any time during the term of the Agreement at the annual fee pricing set forth herein upon written notice to the Provider.

Description	Year 1 After Final Acceptance	Year 2 After Final Acceptance	Year 3 After Final Acceptance	Year 4 After Final Acceptance	Invoicing
Records and Reports	\$8,000.00	\$8,240.00	\$8,487.20	\$8,741.82	Quarterly in arrears
Event Monitoring	\$7,200.00	\$7,416.00	\$7,638.48	\$7,867.63	Quarterly in arrears
T1 Troubleshooting	\$9,800.00	\$10,094.00	\$10,396.82	\$10,708.72	Quarterly in arrears
Network Updates	\$35,000.00	\$36,050.00	\$37,131.50	\$38,245.45	Quarterly in arrears
Dispatch Service	Included	\$1,000.00	\$1,050.00	\$1,102.50	Quarterly in arrears
Technical Support	Included	\$12,000.00	\$12,360.00	\$12,730.80	Quarterly in arrears
Network Hardware Repair	Included	Included	\$11,000.00	\$11,550.00	Quarterly in arrears
Advanced Replacement Service	Included	\$7,500.00	\$7,725.00	\$7,956.75	Quarterly in arrears
OnSite Response	Included	\$35,000.00	\$36,050.00	\$37,131.50	Quarterly in arrears
Service and Repairs for Interoperability 10+10 Mobile Radios	Included	\$2,500.00	\$2,575.00	\$2,652.25	Quarterly in arrears
Annual Preventative Maintenance	Included	\$8,240.00	\$8,497.50	\$8,752.43	Quarterly in arrears

3. **Additional and Optional Services**

Any additional services requested by County shall be charged at the rates set forth below and invoiced monthly in arrears unless otherwise set forth in the applicable Work Authorization.

Hourly Services

Description	Quoted Rate
Project Manager	\$237.00/hour
Engineer	\$237.00/hour
RF Technician	\$186.00/hour (business) \$279.00/hour (after hours)
Training Services	\$186.00/hour

Equipment and Maps

Description	Quoted Rate
XPR 7550e Next Gen Portable Subscriber unit w Cap Max	\$797.63
XPR 5550e Next Gen Mobile Subscriber unit 25 Watts w Cap Max	\$639.01
SL 7550e Next Gen Subscriber Unit w Cap Max	\$797.63
Programming of subscriber unit	\$35.00 each (with template provided by County)
Installation of subscriber unit	\$200.00 dashmount
Revised Coverage Maps and Revised Coverage ATP (if any significant changes to the individual transmit parameters at established sites)	\$1,500.00 per set of 5 (one for each LGRS site)

Any additional equipment ordered by County shall be invoiced to County upon delivery and charged to County at a percentage discount off the then-current price list for Radio One equipment according to the following:

Percentage Discount	Description (descriptions intended to correspond with titles and equipment listed in current price list)
40%	Motorola radios, including Capacity Max capable subscribers
20%	Motorola accessories and MOTOTRBO/digital fixed equipment (e.g., combiners, repeaters, and servers)
TBD	County to receive benefit of any advertised Motorola promotions, including trade-in credits or rebates.

The most current price list rate can be found here: <https://drive.google.com/open?id=1xpyYUUmXPwK6oh-HN2syv1RWnKzDevT>. For the duration of the Agreement, Provider shall update the link to reflect an updated pricing list upon release.

Exhibit C - Support and Maintenance Services

1. GENERAL

Provider shall provide County with Support and Maintenance Services 24 hours/day, 365 days/year so as to ensure and maintain optimal performance of the Equipment, Software and System consistent with the Statement of Work and the Documentation. Support and Maintenance Services may include any or all of the following individualized services (the "Specific Support Services"). County may elect to add or remove any Specific Support Services at any time during the term of the Agreement. Unless specifically stated otherwise, all Specific Support Services listed below shall be provided by Provider for the first year following Final Acceptance at no cost to County, and for such other periods as the Specific Support Service is elected by County.

The following Specific Support Services must be purchased together:

- OnSite Response (1.1 below)
- Event Monitoring (1.2 below; not included in year 1 following Final Acceptance)
- Dispatch Service (1.3 below)
- Technical Support (1.4 below)

The following Specific Support Services may be purchased individually:

- Network Updates (1.5 below; not included in year 1 following Final Acceptance)
- Annual Preventative Maintenance (1.6 below)
- T1 Troubleshooting (1.7 below; not included in year 1 following Final Acceptance)
- Network Hardware Repair (1.8 below; included in years 1 and 2 following Final Acceptance)
- Service and Repairs for Interoperability 10+10 Mobile Radios (1.9 below)
- Record and Reports (section 2 below)
- Advance Replacement Service (section 3 below)

1.1 OnSite Response: Provider shall provide timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the System or Equipment (collectively, "Events") in keeping with the Required Response Times stated herein. Provider shall also perform the following tasks:

- i. run diagnostics on the Equipment;
- ii. replace defective Equipment or FRU, with County-provided spares;
- iii. provide materials, tools, Documentation, diagnostic equipment, and any other requirements necessary to perform the maintenance services;
- iv. notify County of case status and provide activity reports to County (See section 6);
- v. provide ongoing best efforts to maintain the optimal functioning the, System and Equipment, to correct programming;
- vi. provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Support and Maintenance services; and

vii. verify with County that each repair or other services request is complete and System is restored to full functionality.

1.2 Event Monitoring: Provider shall:

- i. provide continuous System monitoring and on-call availability via telephone and e-mail 24/7/365 to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Software, System or Equipment;
- ii. set-up and provide dedicated connectivity for monitoring communication networks;
- iii. verify connectivity prior to County purchase of Event Monitoring;
- iv. create a case, which captures the incident, creates a ticket, and dispatches the ticket;
- v. maintain constant communication with County until resolution of a case;
- vi. monitor the System continuously and respond to requests for Technical Support for the restoration of failed systems and diagnosis of operation problems in accordance with the Required Response Times; and
- vii. to the extent necessary to resolve an Event or other support request, provide support on-site at any office or location of a Broward County agency. Provider agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software, System and Equipment. If in the reasonable opinion of County, the personnel provided are not acceptable, County shall request a replacement and Provider agrees to provide suitable replacements.

1.3 Dispatch Service: Provider shall provide emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems. For contact information on maintenance, Provider may be contacted at 800-323-9949 (request to speak with Service Dispatch). If Dispatch Service is unable to resolve the issue, it will be automatically escalated as follows:

Motorola Escalation			
<u>Organization</u>	<u>Name</u>	<u>Title</u>	<u>Phone</u>
Solutions Support Center	SSC	Call Center Operations	800-323-9949
S FL Field Services Organization	Dan Kimpe	Customer Support Manager	303-915-2729
S FL Field Services Organization	Don Leuthke	FSO Manager	561-719-0111
Florida Services Manager	Matt Brennaman	Regional Services Manager	443-745-4118
Radio One Escalation			
Service Department	Ron Rapp	Technical Director	352-988-7055
	Damon Ferebee	Service Manager	407-557-4089

The Motorola Solutions Support Center's Call Center Operations will escalate all cases every 15 minutes for any level that does not respond. Following the Regional Services Manager, the Call Center will then escalate to the Services Director and then to the Services Vice President.

For any issue reported to Dispatch Service, Provider shall:

- i. Create a case as necessary when service requests are received or from monitoring system failures.
- ii. Gather information to perform the following:
 1. Characterize the issue.
 2. Determine a plan of action.
 3. Assign and track the case to resolution.
 4. Ensure the required personnel have access to County information as needed.
 5. Case information will be delivered via automatic emails to County from the moment it is opened, when it is assigned, on site presence and closing

1.4 **Technical Support:** Provider shall respond to questions relating to the operation or functionality of the Software, System or Equipment in accordance with the Required Response Times stated herein. Provider will provide centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. Provider is staffed or has subcontracted with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include County training; (iii) is only available for those system types supported and approved by Provider and Motorola; and (iv) is limited to Equipment as defined by this Agreement. As part of Technical Support, Provider shall perform the following:

- i. if Equipment is no longer supported by the original equipment manufacturer, Technical Support will diagnose the system. Provider may not be able to resolve the issue without the County replacing the Equipment;
- ii. advise caller of procedure for determining any additional requirements for issue characterization, and restoration which includes providing a known fix for issue resolution when available;
- iii. respond to County Events per the Required Response Times stated herein, as applicable;
- iv. attempt remote access to system for remote diagnostics, when possible;
- v. maintain communication with the caller or County representative in the field until close of the case, as needed;
- vi. coordinate technical resolutions, as needed;
- vii. escalate and manage support issues, to Motorola engineering and product groups, as applicable;
- viii. escalate the case to the appropriate party upon expiration of a response time; and

ix. advise County if Provider believes a case requires more than the Technical Support services, and present options to County of alternative courses of action.

County shall allow Provider remote access to the system by equipping the system with the necessary connectivity and cooperate with Provider and perform all acts that are reasonable or necessary to enable Provider to provide the Technical Support service to County.

1.5 Network Updates: Provider shall:

- i. provide routine notification to County as it becomes available of new or updated information pertaining to the Software, System or Equipment and the Documentation;
- ii. provide any update, upgrades, releases, or other modifications to the Software, System or Equipment via electronic communication and for download via the Internet, if practicable;
- iii. provide certified hardware version updates necessary to refresh the System with an equivalent level of functionality;
- iv. perform System backups;
- v. assign centralized engineering resources required to perform updates;
- vi. assign program management support required to perform updates;
- vii. schedule updates and upgrades at a mutually convenient time;
- viii. replace hardware if needed after a Software update or upgrade;
- ix. provide the necessary design and technical resources necessary to complete the updates or upgrades;
- x. provide implementation services necessary to install up to one system Software and Hardware update

In addition, upon manufacturer announcement of upgrade releases, Provider will notify County and identify any known impacts including system/software updates/upgrades that will effect operations. County will determine whether or not to implement the upgrade at issue and, if so, will coordinate with Provider to schedule the implementation. In the event any system update/upgrade requires equipment procurement, Provider will notify County at least one (1) year in advance. Any assessment, equipment installation or testing that may cause an impact on the existing radio system operations will follow County's Change Management Process then in effect for the Broward County regional emergency dispatch system, including that County's Change Management Request (CMR) will be submitted at least two (2) weeks prior to the installation or other planned maintenance.

1.6 Annual Preventative Maintenance (PM): Provider will perform the following activities on an annual basis:

- i. check transmitters;
- ii. check receivers;
- iii. check combiners;
- iv. check for lightning suppression; and
- v. check all antennas.

1.7 T1 Troubleshooting: Provider shall diagnose if the problem is due to transmission medium, contact transmission medium provider, open ticket with that vendor and follow up until problem resolution, escalate the ticket as needed and close the ticket.

1.8 Network Hardware Repair: Provider shall perform the following services on all Equipment:

- i. an operational check on the Equipment to determine the nature of the problem;
- ii. replace malfunctioning FRU or components;
- iii. verify that Equipment is returned to Motorola manufactured specifications, as applicable;
- iv. a Box Unit Test on all serviced Equipment, including individual station tests of transmitter, receiver, and audio functions;
- v. a System Test on all serviced Equipment, including a system operational test with Capacity Max features;
- vi. pre-diagnostic and repair services to confirm Equipment malfunction and eliminate sending Equipment with no trouble found (NTF) to third party vendor for repair, when applicable;
- vii. ship malfunctioning Equipment to the original equipment manufacturer or third party vendor for repair service, when applicable;
- viii. track Equipment sent to the original equipment manufacturer or third party vendor for service;
- ix. a post-test after repair by Provider, original equipment manufacturer, or third party vendor to confirm malfunctioning Equipment has been repaired and functions properly in a System configuration, when applicable;
- x. receive equipment in need of repair at Provider's depot;
- xi. return and install repaired equipment to County;
- xii. use commercially reasonable efforts to repair Equipment for seven (7) years after product cancellation;
- xiii. load firmware or software for Equipment that requires programming;
- xiv. receive malfunctioning Equipment from County and document arrival, repair, and return times; and
- xv. a box unit test on all serviced Equipment and a system test on selected Equipment.

1.9 Service and Repairs for Interoperability 10+10 Mobile Radios. Provider shall perform the following services:

- i. Test and restore the Equipment to Motorola factory specifications, including Factory Mutual and Mine Hazard Safety Association standards.
- ii. Reprogram Equipment to original operating parameters based on County's template, if retrievable, or from a County supplied backup. If County template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software or Customer Programming Software version for that relevant Equipment. Provider will upgrade the firmware to the latest release for each product line.
- iii. Clean external housing of the Equipment. The external components of the units will only be replaced when the functionality has been diminished.
- iv. Pay the outbound freight charges. Motorola will pay the inbound freight charges if the County uses the Motorola designated delivery service.
- v. Provide the Motorola repair request and inventory adjustment form via Motorola online.
- vi. Process inventory adjustment requested received from County and acknowledge receipt of request.
- vii. Perform covered services as requested by County on the Motorola repair request form.
- viii. Notify County of changes in Motorola designated contact information.

Provider shall continue to provide ongoing best efforts to maintain the optimal functioning of the Software, System and Equipment, to correct programming and coding errors directly with Original Equipment Manufacturer (OEM), and to provide solutions to known errors affecting the operation of the Software.

2. REQUIRED RESPONSE TIMES

For so long as County elects to purchase OnSite Response or Technical Support, upon notice by County of an Event or upon an Event being detected by the Provider's 24/7/365 monitoring (collectively, "Event Notification"), Provider shall address and resolve the Event consistent with the following response levels and in each instance Provider shall continue to work to resolve the Event until corrected. County will determine the Severity Level associated with each Event.

Priority Description	Definition	Required Response Times
Severity Level 1	Major issue that results in an unusable System, sub-system, Equipment, Software, or critical features from the County's perspective. No work-around or immediate solution is available. This Severity level includes major System failure, more than 10% of the System is significantly impaired or down, or more than 10% of Site channels are down.	Within 2 hour from Event Notification; Work continuously until corrected
Severity Level 2	Moderate issue that limits the normal use of the System, sub-system, Equipment, Software, or major non-critical features from a County's perspective. This Severity level	Within 4 hours from Event Notification; work

Priority Description	Definition	Required Response Times
	includes significant System impairment not to exceed 10% of System.	during business hours until corrected
Severity Level 3	Minor issue that does not preclude use of the System, sub-system, Equipment, Software, or critical features from the County'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. This includes insignificant intermittent System issues, information requests or other questions, and Upgrades/Preventative maintenance.	Within 24 hours from Event Notification; work until corrected during business hours

For any Severity Level 1 Event, Provider shall provide a summary report no later than 24 hours after receipt of notice of such Severity Level 1 Event and a comprehensive after action report no later than 72 hours after receipt of notice of such Severity Level 1 Event.

Notwithstanding the above-stated schedule, Provider shall use its continuing best efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator. Diagnosis of the Event through VPN is an acceptable response; in the event no VPN is available, Provider will perform diagnosis on site.

Records and Reports. For the duration of the Agreement, regardless of whether or not County elects to acquire Records and Reports as a Specific Support Service, Provider will maintain records of its Support and Maintenance Services, which shall include at least the following:

- i. Date, time, and name of contact for each Event;
- ii. Date and time of response by Provider;
- iii. Date and time of resolution and County representative notified of resolution; and

If Records and Reports are elected by County, Provider shall provide reports that include the minimum requirements above along with the following:

- i. Description of Event and analysis of error, defect, or other issue causing Event;
- ii. All steps and actions taken to resolve the Event;
- iii. All equipment and/or labor costs associated with resolution;
- iv. Any other information County may reasonably request related to an Event, including but not limited to statistics of Provider's average monthly compliance with the Required Response Times.

Failure to Meet Required Response Times

If Provider fails to meet the Required Response Times, County may offset against any sums due Provider \$250.00 for each hour that Provider's average response time in the preceding month exceeds the Required Response Times, which the parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Provider's response.

These credit amounts will be calculated in quarter-hour increments. Average response times will be rounded up to the next quarter hour for any average response time that exceeds the Required Response time (e.g., a response time that exceeds the Required Response time by 20 minutes will be rounded to 30 minutes, and one half hour will be charged at the applicable Severity Level Event rate listed above).

Down Time Maintenance Credit

If a Severity Level 1 or 2 Event is not resolved or reduced to a Severity Level 3 Event within two (2) business hours after notice to Provider, Provider will refund to County five percent (5%) of the monthly fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance Services for each additional business hour that the Event remains unresolved or at Severity Level 1 or 2. Such refunds will be paid within 10 days or, at County's option, may be credited against future sums due to Provider. This refund shall be in addition to any other remedy that is available in the event of a breach of the Agreement. The Downtime Maintenance Credit shall be waived by the County's Contract Administrator if the Contract Administrator determines in his or her reasonable judgment that the downtime is caused by a third party or the infrastructure that is the subject of this Agreement.

3. ADVANCED REPLACEMENT SERVICE

For so long as County elects to purchase Advance Replacement Services, Provider will perform the tasks outlined in this section on all currently supported Equipment and all purchased Equipment.

When available, Provider will provide County with an Advanced Replacement unit(s) or FRU(s) in exchange for County's malfunctioning FRU(s). Malfunctioning FRU(s) will be evaluated and repaired by the Infrastructure Depot Operations ("IDO") and returned to IDO FRU inventory upon completion of repair.

Provider shall perform the following:

- Provide new or reconditioned units as FRU to County, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the County's malfunctioning Equipment.
- Program FRU to original operating parameters based on templates provided by County. If County template is not provided or is not reasonably usable, a standard default template will be used.
- Properly package and ship Advanced Replacement FRU from IDO or select third party FRU inventory to County specified address.

- During normal operating hours of Monday through Friday 8:00am to 7:00pm EST, 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). Provider will pay for such shipping, unless County requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, County will be subject to shipping and handling charges.
 - When sending the Advanced Replacement FRU to County, provide a return air bill in order for County to return the County's malfunctioning FRU. The County's malfunctioning FRU will become property of IDO or select third party and the County will own the Advanced Replacement FRU.
 - When sending a loaner FRU to County, IDO will not provide a return air bill for the malfunctioning Equipment. The County is responsible to arrange and pay for shipping the malfunctioning Equipment to IDO. IDO will repair and return the County's Equipment and will provide a return air bill for the customer to return IDO's Loaner FRU.
- Receive malfunctioning Equipment from County and document its arrival, repair and return.
 - Re-program repaired Equipment to original operating parameters based on templates provided by County.
 - Properly package repaired Equipment unless County's malfunctioning FRU was exchanged with an IDO FRU. Provider will return County's FRU(s) to IDO's FRU inventory, upon completion of repair.
 - Provide repaired Equipment to the County specified address during normal operating hours. FRU will be sent two-day air unless otherwise requested. Such shipping will be paid for, unless County requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, County will be subject to shipping and handling charges.
 - Receive malfunctioning FRU from County, carry out repairs and testing, and return to FRU stock.
 - Package and ship advance exchange FRU from the FRU inventory to County.
 - Provide 24/7 availability to create requests for advance replacement services.
 - Provide new or reconditioned FRUs to County upon request, subject to availability.
 - Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

The following is excluded from Advanced Replacement Service:

- All Equipment over seven (7) years after manufacturer cancellation date for the equipment at issue.

- Physically damaged Equipment.
- Third party Equipment not provided by Provider.
- Consumable items including, but not limited to, batteries, connectors, cables.
- Test equipment.
- Racks, furniture and cabinets.
- Firmware and/or Software upgrades.

Field Replacement Units (FRUs)

County will maintain the following manufacturer recommended FRUs at the below mentioned sites: 2 FRUs (an individual FRU consists of 2 Repeaters (MTR3000 and SLR8000), 1 Router, 1 Switch, and 1 Cap Max redundant server) housed at Provider's facility or other facility, as designated by County.

4. Excluded Services

Support and Maintenance Services included at no additional cost to County under this Agreement excludes the repair or replacement of Equipment that has become defective or damaged from any of the following: use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; or immersion or other major liquid intrusion, power surges, extreme neglect, acts of God, or other force majeure events.

Unless specifically included in this Agreement, Support and Maintenance excludes items that are consumed in the normal operation of the Equipment, such as batteries, magnetic tapes, connectors, cables, toner/ink; upgrading or reprogramming Equipment (unless otherwise stated in the Statement of Work); accessories, belt clips, battery chargers, custom or special products or modified units not provided or customized/modified by Provider; and repair or maintenance of any transmission line, antenna (other than warranty service as required under the Agreement), microwave equipment, tower or tower lighting; cartridges, test equipment, racks, furniture and cabinets; and infrastructure damaged by intentional abuse or misuse or acts of God. Provider has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium except as follows: Provider shall determine if the problem is the transmission medium and, if so, Provider shall contact transmission medium vendor, open a ticket with the transmission medium vendor and keep track of the problem resolution.

If any Equipment is beyond the applicable warranty period of the Agreement (see product life cycle chart below) and Provider reasonably in good faith deems that the Equipment to be no longer serviceable, Provider will provide County a quote for replacement of such equipment and County will, if approved, acquire any replacement equipment necessary on a case by case basis through written authorization. Upon written agreement by the parties that any equipment is unserviceable, such equipment may be removed from the scope of maintenance through a Work Authorization (with appropriate adjustment in support fees, if applicable) on a case by case basis.

For all Support and Maintenance Services for Equipment, Provider will ensure that: Motorola parts or parts of at least equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

Equipment Name	Model #	System Release Version	Firmware Version	Start Ship Date	Last Ship/ Cancellation Date	Service Support End Date	End of Part Support Date	End of Depot Repair Date
MTR3000	T3000 / X340	R2.8	R02.08.0 0.07 (CP R18.00.0 8)	2010	3/31/2017	3/31/2024	3/31/2024	3/31/2024
SLR8000	T8319	R2.8	R02.08.0 0.07 (CP R05.00.1 3)	2016	NA	7 Years after Cancellation	7 Years after Cancellation	7 Years after Cancellation
Capacity Max System Server	SQM0 1SUM 0281	R2.8	DESU- R13.03.5 3.03 (DESU- PCR- 02.08.03. 53- 03.iso)	2016	NA	7 Years after Cancellation	7 Years after Cancellation	7 Years after Cancellation
Capacity Max System Controller		R2.8	TC_R02.8 0.50.03 (cmxtc- pcr- 02.80.50. 03- 01.iso)	2016	NA	7 Years after Cancellation	7 Years after Cancellation	7 Years after Cancellation
Capacity Max System Advisor		R2.8	EUEM- 02.08.00. 70 (UEM- PCR- 02.08.00. 70- 00.iso)	2016	NA	7 Years after Cancellation	7 Years after Cancellation	7 Years after Cancellation
Switch	DSHP J9782 A	NA	NA	2016	NA	7 Years after Cancellation	7 Years after Cancellation	7 Years after Cancellation
Router	DSJG 411A ABA	NA	NA	2016	NA	7 Years after Cancellation	7 Years after Cancellation	7 Years after Cancellation
GW3 TRBO		R2.8	GW3- TRBO v3.2.14.5 .1	2016	NA	7 Years after Cancellation	7 Years after Cancellation	7 Years after Cancellation

Equipment Name	Model #	System Release Version	Firmware Version	Start Ship Date	Last Ship/ Cancellation Date	Service Support End Date	End of Part Support Date	End of Depot Repair Date
Radio Management		R2.8	RM V2.8.14.0 / CPS V15.00 Build 754	2016	NA	7 Years after Cancellation	7 Years after Cancellation	7 Years after Cancellation


5. Inclusion of Optional Equipment for Support and Maintenance Services

If County purchases from Provider any additional equipment as part of Optional Services, the additional equipment shall be included within the scope of Equipment subject to Support and Maintenance Services. After the expiration of the applicable warranty period for such additional equipment, Support and Maintenance Services for any such additional equipment will be included and billed at the applicable rates set forth in Exhibit B with no incremental or pro rata increase, unless otherwise agreed upon by the parties.

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Exhibit D – Insurance Coverages

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury Property Damage Combined single limit Bodily Injury & Property Damage Personal Injury	 \$ 1 mil 	 \$ 2 mil
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <i>*May be waived</i> <input checked="" type="checkbox"/> Hired <i>if no driving will be</i> <input checked="" type="checkbox"/> Non-owned <i>done in performance</i> <input checked="" type="checkbox"/> Scheduled <i>of services.</i> <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined single limit Bodily Injury & Property Damage	 1 mil 	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY <input type="checkbox"/> PROFESSIONAL LIABILITY ~	Chapter 440 FS (each accident) (each accident) Extended reporting period	 STATUTORY \$ 1 mil \$ 1 mil 2 years	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES</small> Broward County is listed as an additional insured on the general liability and business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation. INDICATE BID #, RLI, RFP, AND PROJECT MANAGER ON COL. REFERENCE: RE: Radio One System Agreement			
CERTIFICATE HOLDER: Broward County 115 South Andrews Suite 210 Fort Lauderdale, FL		 <small>Digitally signed by TIMOTHY CROWLEY DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY Date: 2017.07.14 12:57:27 -04'00'</small> Risk Management Division	

Revised 2015

Exhibit E – Work Authorization Form
WORK AUTHORIZATION FOR: BROWARD COUNTY AND RADIO ONE, INC. SYSTEM AND SERVICES AGREEMENT

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and Radio One, Inc. ("Provider") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is ___ Lump Sum/ ___ Not-to-Exceed for amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (___) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services \$ _____

General Services \$ _____

Goods/Equipment \$ _____

Total Cost of this Work Authorization \$ _____

The foregoing amounts shall be invoiced by Provider upon written acceptance by County of all goods and services provided under this Work Authorization.

County

	_____ Contract Administrator Date
Project Manager Date	_____ Board and/or Designee Date

Provider

	_____ Signed Date
Attest	_____ Typed Name
	_____ Title

Exhibit F Payment and Performance Bond
PERFORMANCE BOND

Project Name: «Project_Name»
Project Number: «Project_Number»

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, under the assigned Bond Number _____, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. _____, with County, which Contract Documents are by reference incorporated herein and made a part hereof, including any and all provisions for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and County for construction of _____, in the time and manner prescribed in the Contract; and
- 2) Pays County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
- 3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, County having performed County's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and County on the same terms and conditions as the Contract Documents unless otherwise agreed by County, and make available as work progresses (even though there should be a default or a succession of defaults

under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Broward County named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other person
authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

(CORPORATE SEAL OR NOTARY)

_____ day of _____, 20____

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

PAYMENT BOND

Project Name: «Project_Name»
Project Number: «Project_Number»

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Contractor"), located at _____, phone _____, and _____, as Surety, located at _____, phone _____, under the assigned Bond Number _____ and pursuant to Section 255.05, Florida Statutes, are bound to Broward County, Florida (hereinafter "County"), as Obligee, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the ____ of _____, 20____, entered into a Contract, Bid/Contract No. _____, with County for construction of _____ located at _____, which Contract Documents are by reference incorporated herein and for purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute Section 225.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the Contractor a notice that he or she intends to look to the bond for protection.
- B. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the

Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

- C. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless the notices stated under the preceding conditions (A) and (B) have been given.
- D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2) and 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

ATTEST:

Corporate Secretary or other person
authorized to attest

Print Name

(CORPORATE SEAL OR NOTARY)

CONTRACTOR

By: _____
Authorized Signor

Print Name and Title

____ day of _____, 20____

IN THE PRESENCE OF:

Signature

(Print Name)

Signature

SURETY:

By _____
Agent and Attorney-in-Fact

(Print/Type Name)

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

Exhibit G Security Requirements

Managed Services/Professional Services (IT)/Third-Party Vendors

1. Provider shall immediately notify the County of any terminations/separations of employees performing services under the Agreement or who had access to the County's network in order to disable such employees' access to County systems.
2. Provider shall ensure all Provider employees have signed County's Information Security Policy Acknowledgement form prior to accessing County network environment. (PCI 12.3.5)
3. Provider shall perform privacy and information security training to its employees with access to the sensitive County environment upon hire and at least annually. (PCI 12.6.1)

Software

1. Provider must provide a security plan or secure configuration guide for Software installed in the County environment by the Provider.
2. Provider shall advise of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and version supported. Provider shall support updates for critical vulnerabilities discovered in the versions of third party software installed.
3. Provider shall ensure that the Software is developed based on industry standards/and or best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle.
4. Provider shall ensure the Software has a security patch issued for newly identified vulnerabilities within 30 days for all critical or high security vulnerabilities.
5. Provider shall ensure the Software provides for role-based access controls.
6. Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website.
7. Provider shall enable auditing by default in software for any privileged access or changes.
8. If the Software is a payment application which processes, stores, or transmits credit card data, the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures will be followed and current validation maintained.
9. Provider shall regularly provide County with end-of-life-schedules for all applicable Software.

Hardware Leased or Purchased from Vendor

1. Provider shall ensure that physical security features are included in the Hardware acquired under this Agreement to prevent tampering.
2. Provider shall ensure security measures are followed during the manufacture of the Hardware acquired under this Agreement.
3. Any Hardware provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator.
4. Provider shall disclose any default accounts or backdoors which exist for access to County's network.
5. If a new critical or high security vulnerability is identified, Provider shall supply a patch, firmware update or workaround approved in writing by County's Contract Administrator within 30 calendar days from identification of vulnerability.
6. Provider shall make available, upon County's request, any required certifications as may be applicable and required (e.g., Common Criteria ("CC"), Federal Information Processing Standard 140 ("FIPS 140)).
7. Provider shall regularly provide County with end-of-life-schedules for all applicable Hardware and Software.
8. Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website.
9. Upon County's request, Provider shall make available to the County proof of Provider's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Provider's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

NONDISCRIMINATION REQUIREMENTS

I. Nondiscrimination - 49 CFR Part 21 Requirements. During the performance of this contract, Provider for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Provider") agrees as follows:

(a) Compliance With Regulations. Provider shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation

(hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. Provider shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Provider shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitation for Subcontractors, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Provider of Provider's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.

(d) Information and Reports. Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish this information, Provider shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of Provider noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

(f) Incorporation of Provisions. Provider shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as the County or the FAA

may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request the County to enter into such litigation to protect the interests of the County and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

(g) Provider, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Provider shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

(h) Provider, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Provider shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

II. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this contract, Provider, for itself, its assignees and successors in interest agrees as follows:

(a) Provider agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Provider agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Provider agrees that it will require its covered sub organizations to provide assurances to Provider that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) Provider agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Provider agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Provider agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

(c) If required by 14 CFR Part 152, Provider shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Provider shall similarly require each of its covered sub organizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

(d) If Provider is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Provider shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Provider shall similarly require such affirmative action steps of any of its covered sub organizations, as required under Part 152.

(e) Provider shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Provider shall require its covered sub organizations to keep similar records as applicable.

(f) Provider shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Provider shall cause each of its covered sub organizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Provider who shall, in turn, submit same to the County for transmittal to the FAA.

III. Nondiscrimination - General Civil Rights Provisions. Provider, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Provider or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during

which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Provider, this Provision binds Provider from the bid solicitation period through the completion of the contract.

IV. Nondiscrimination - 49 CFR Part 26. Provider shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

PROVISIONS PERTAINING TO AIRPORT PROJECTS

Provider agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Provider, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and Provider agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sublessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Provider shall conduct background checks of its employees in accordance with applicable Federal Regulations.

If as a result of the acts or omissions of Provider, its subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Provider agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Provider further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event Provider fails to remedy any such deficiency, the County may do so at the sole cost and expense of Provider. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. Provider shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media

to all Provider's and its subcontractors employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Provider shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Provider's and its subcontractor's personnel transferred from the Airport, or terminated from the employ of Provider or any of its subcontractors, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee of Provider or any of its subcontractors, Provider shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Provider shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require Provider to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Provider shall permit any employee of Provider or of any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Provider shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Provider or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: Provider agrees that its, and its subcontractors, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Provider further agrees on behalf of itself and its subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Provider acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Provider agrees that persons not executing such consent-to-search/inspection form shall not be employed by Provider or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Provider or by any of its subcontractors.

(d) Provider understands and agrees that if any of its employees, or the employees of any of its subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions hereof shall survive the expiration or any other termination of the Agreement to which this exhibit is attached.

EXHIBIT H – FREQUENCY PLAN

ERP
mod filed

Site 1 EMS Lat 26.15425 Long -80.177

Tx Rptr

4/18/17

1	453.3625	458.3625	30		WQVQ763
2	460.1875	465.1875	30		WQVQ763
3	453.8000	458.8000	30		WQVQ763
4	460.5250	465.5250	30		WQVQ763
5	460.3375	465.3375	30		WQVQ763
6	460.0250	465.0250	30	FB8	WQVQ763

Site 2 Pembroke Park (Ch 2) Lat 25.98 Long -80.19639

1	453.1750	458.1750	50		WQVQ763
2	453.8500	458.8500	50		WQVQ763
3	453.7375	458.7375	50		WQVQ763
4	453.6500	458.6500	50		WQVQ763
5	453.5875	458.5875	50		WQVQ763
6	453.3375	458.3375	50	FB8	WQVQ763
spare	453.4500	458.4500	50		WQVQ763

Site 3 Coconut Creek Lat 26.30278 Long -80.19583

1	460.5500	465.5500	30	FB8	WQVQ763
2	453.5625	458.5625	30		WQVQ763
3	453.6000	458.6000	30		WQVQ763
4	453.4250	458.4250	30		WQVQ763
5	453.2375	458.2375	30		WQVQ763
6	453.3000	458.3000	30		WQVQ763

Site 4 Markham Park Lat 26.14531 Long -80.3455

1	472.8500	475.8500	100	FB8	WPLU967
2	451.6250	456.6250	100		WQVQ763
3	453.7750	458.7750	100		WQVQ763
4	453.6375	458.6375	100		WQVQ763
5	472.9250	475.9250	100	FB8	WPLU967
6	453.2000	458.2000	100	spare	WQVQ763

Site 5 Miramar Lat 25-57-30.7 Long -80-20-18.5

1	453.4875		10	FB8	WQVQ763
2	453.6875		10		WQVQ763
3	453.0500		10		WQVQ763
4	453.5500		10		WQVQ763
5	453.8375		10		WQVQ763
6	460.4750		10		WQVQ763

Sample Proposed Combiner Plan

Step 1: Sort frequencies from lowest to highest and assign BSI to lowest frequency.										
Proposed Combiner Plan:										
Site #	Site Name	Coordinates (NAD 83) Lat/Long	Combiner #	CH No	TX Freq (MHz)	RX Freq (MHz)	TX Spacing (KHz)	ERP (W)	Note	Call Sign
1	EMS	26-09-15.3 N/80-10-37.2 W			453.3625	458.3625		30	BSI	WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W			453.8000	458.8000		30		WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W			460.0250	465.0250		30	FB8	WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W			460.1875	465.1875		30		WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W			460.3375	465.3375		30		WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W			460.5250	465.5250		30		WQVQ763
Step 2: Assign frequencies in the following manner across combiners.										
Proposed Combiner Plan:										
Site #	Site Name	Coordinates (NAD 83) Lat/Long	Combiner #	CH No	TX Freq (MHz)	RX Freq (MHz)	TX Spacing (KHz)	ERP (W)	Note	Call Sign
1	EMS	26-09-15.3 N/80-10-37.2 W	1		453.3625	458.3625	6662.5	30	BSI	WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W	1		460.0250	465.0250	312.5	30	FB8	WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W	1		460.3375	465.3375		30		WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W	2		453.8000	458.8000	6387.5	30		WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W	2		460.1875	465.1875	337.5	30		WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W	2		460.5250	465.5250		30		WQVQ763
Step 3: Assign channel number in the following manner so that odd channel is on combiner 1 and even channel is on combiner 2.										
Proposed Combiner Plan:										
Site #	Site Name	Coordinates (NAD 83) Lat/Long	Combiner #	CH No	TX Freq (MHz)	RX Freq (MHz)	TX Spacing (KHz)	ERP (W)	Note	Call Sign
1	EMS	26-09-15.3 N/80-10-37.2 W	1	5	453.3625	458.3625	6662.5	30	BSI	WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W	1	1	460.0250	465.0250	312.5	30	FB8, CC	WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W	1	3	460.3375	465.3375		30		WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W	2	6	453.8000	458.8000	6387.5	30		WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W	2	2	460.1875	465.1875	337.5	30		WQVQ763
1	EMS	26-09-15.3 N/80-10-37.2 W	2	4	460.5250	465.5250		30		WQVQ763