

### 1.4.3 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

#### 1.4.3.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations ("IDO"). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

#### 1.4.3.2 Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations ("CMSO") organization Service Desk, which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online by contacting the Customer Support Manager ("CSM").

#### 1.4.3.3 Inclusions

This service is available on Motorola Solutions-sold infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life ("EOL") notification.

#### 1.4.3.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24 hours a day and 7 days per week, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
  - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found ("NTF") to third-party vendor for repair.
  - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.

- Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
- When applicable, perform a post-test after repair by Motorola Solutions, original equipment manufacturer, or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 1.4.3.6. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time ("CST"), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above-mentioned standard business hours or carrier programs, such as next flight out ("NFO"). In such cases, the Customer will be responsible for paying shipping and handling charges.

#### 1.4.3.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave line boosters, amplifiers, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, TTAs, UPS's, and test equipment.
- Racks, furniture, and cabinets. Non-standard configurations, customer-modified infrastructure and certain third-party infrastructure are excluded from advanced replacement service.
- Firmware or software upgrades.

#### 1.4.3.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization and request a return authorization number prior to shipping malfunctioning infrastructure components.



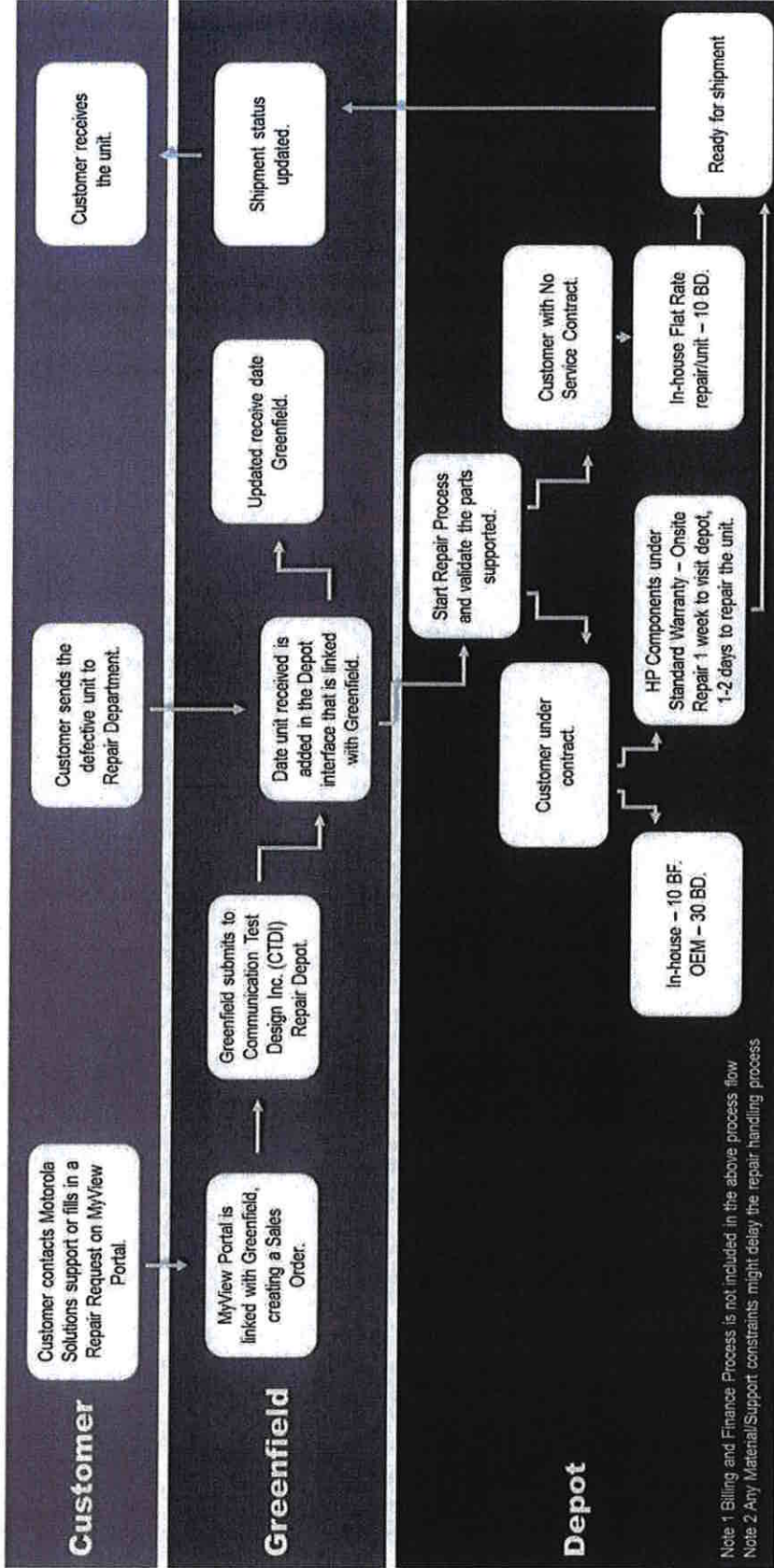


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- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
  - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.



### 1.4.3.7 Repair Process



Note 1 Billing and Finance Process is not included in the above process flow  
 Note 2 Any Material/Support constraints might delay the repair handling process

Figure 1-1: Repair Decision Process

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### 1.4.3.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third-party infrastructure components supplied by Motorola Solutions. When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units ("FRU") in exchange for the Customer's malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment and add that equipment to the depot's FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a "Loaner" FRU while their unit is being repaired. Refer to Figure 1-2 for details on the unit loan process.

#### 1.4.3.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU's to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer's malfunctioning component and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer's software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer's software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
  - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or next flight out ("NFO") shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer's malfunctioning component. The Customer's malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
  - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above-mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer's responsibility. Motorola Solutions will repair and return the Customer's component and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 1-2 for the loaner process, and Table 1-6 for shipping charge details.



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- Provide repair return authorization ("RA") number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock.

**1.4.3.8.2 Added Customer Responsibilities for Advanced Replacement**

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 1.4.3.8.1. See Table 1-6 for shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions' FRU inventory, properly package the Customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions' repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU's not returned within five business days.
- At the Customer's expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.





1.4.3.8.3 Replacement Process for Advanced Replacement

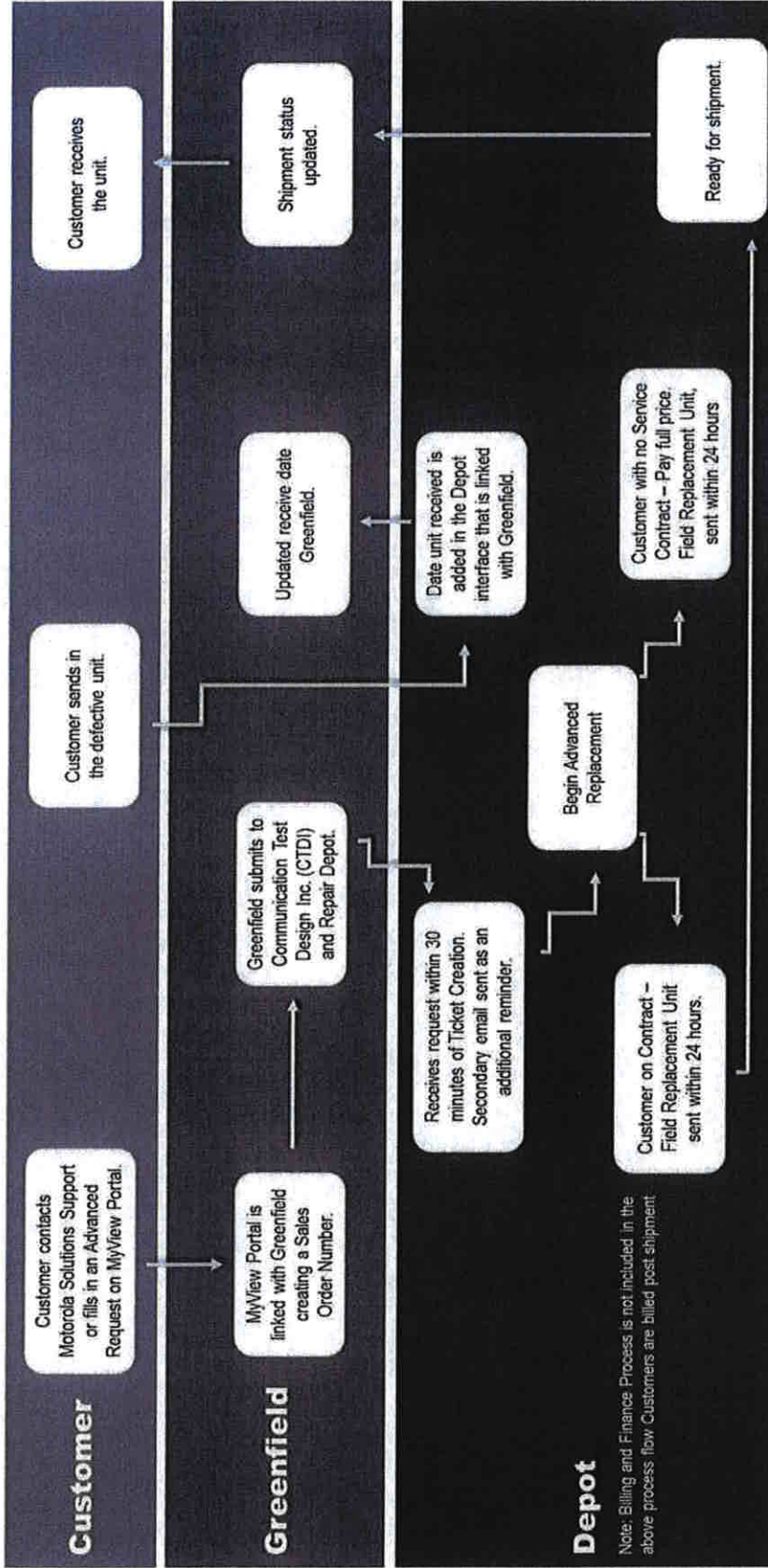


Figure 1-2: Advanced Replacement or Loaner Decision Process

**Table 1-6: Shipping Charges and Default Mail Service:**

Service	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola Solutions
Loaner Shipping Outbound to Customer	
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	
Loaner Repair Shipping Inbound to Motorola Solutions	
Loaner Installation Labor	

\*Motorola Solutions shipping carrier – FedEx.



## 1.4.4 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

### 1.4.4.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system based on priority levels defined in the Section 1.4.5.6: On-site Infrastructure Response Priority Level Definitions and response times defined in Section 1.4.5.7: On-site Infrastructure Response Priority Level Response Time Goals.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

### 1.4.4.2 Scope

On-site Infrastructure Response is available 24 hours a day, 7 days a week in accordance with Section 1.4.5.6: On-site Infrastructure Response Priority Level Definitions and Section 1.4.5.7: On-site Infrastructure Response Priority Level Response Time Goals.

### 1.4.4.3 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-sold infrastructure.

### 1.4.4.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure component, as supplied by the Customer.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.



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- If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
- If required by the Customer's repair verification in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed, and the field service technician will be released.
- Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
  - Open and closed.
  - Open, assigned to the Motorola Solutions field service technician, arrival of the service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

#### 1.4.4.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide the following information when initiating a service request:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete, or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.





1.4.4.6 On-site Infrastructure Response Priority Level Definitions

The following priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
<b>Critical</b>	<p><b>Core:</b></p> <ul style="list-style-type: none"> <li>\ Core server failures.</li> <li>\ Core link failure.</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>\ Entire simulcast not wide trunking.</li> <li>\ &gt;= 33% of sites/subsites down.</li> </ul> <p><b>AXS:</b></p> <ul style="list-style-type: none"> <li>\ Cluster site - two or more redundant server loss.</li> </ul>
<b>High</b>	<p><b>Consoles:</b></p> <ul style="list-style-type: none"> <li>\ Console positions down (&gt;= 33%).</li> <li>\ Console site link down.</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>\ &lt; 33% of sites/subsites down.</li> <li>\ &gt;= 33% of channels down.</li> </ul> <p><b>Conventional Channels:</b></p> <ul style="list-style-type: none"> <li>\ &gt;= 50% of conventional channels (CCGW) down.</li> </ul> <p><b>AXS:</b></p> <ul style="list-style-type: none"> <li>\ Cluster site - one server down but redundancy available.</li> </ul> <p><b>Devices:</b></p> <ul style="list-style-type: none"> <li>\ Site router/switch, GPS server down.</li> </ul>
<b>Medium</b>	<p><b>Consoles:</b></p> <ul style="list-style-type: none"> <li>\ Console positions down (&lt; 33% at a site)</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>\ &lt; 33% of channels down</li> </ul> <p><b>Conventional Channels:</b></p> <ul style="list-style-type: none"> <li>\ Less than 50% of conventional channel down</li> </ul>
<b>Low</b>	Minor events and warnings in the system

**1.4.4.7 On-site Infrastructure Response Priority Level Response Time Goals**

Customer's Response Time Classification is designated in the Customer Support Plan.

Incident Priority Level	Response Time
<b>Critical</b>	Within 4 hours from receipt of notification continuously
<b>High</b>	Within 4 hours from receipt of notification continuously
<b>Medium</b>	Within 8 hours from receipt of notification Standard Business Day, Hours (8 a.m. - 5 p.m. local time)
<b>Low</b>	Within 12 hours from receipt of notification Standard Business Day, Hours (8 a.m. - 5 p.m. local time)

Incident Priority Level	Premier Time
<b>Critical</b>	Within 2 hours from receipt of notification continuously
<b>High</b>	Within 2 hours from receipt of notification continuously
<b>Medium</b>	Within 8 hours from receipt of notification Standard Business Day, Hours (8 a.m. - 5 p.m. local time)
<b>Low</b>	Within 12 hours from receipt of notification Standard Business Day, Hours (8 a.m. - 5 p.m. local time)



## **1.4.5 Level 1 Annual Preventive Maintenance**

### **1.4.5.1 Description of Service**

Annual Preventive Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

### **1.4.5.2 Scope**

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expense.

### **1.4.5.3 Inclusions**

Annual Preventive Maintenance service will be delivered for Motorola Solutions-sold infrastructure, including integrated third-party products, per the level of service defined in Section 1.4.5.7: Preventive Maintenance Tasks.

### **1.4.5.4 Motorola Solutions Responsibilities**

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the Customer Support Plan ("CSP"), comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
  - Perform the tasks defined in Section 1.4.6.7: Preventive Maintenance Tasks.
  - Perform the procedures defined in Section 1.4.6.8: Site Performance Evaluation Procedures for each site type on the system.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure ("MOP") defined for each task.

### **1.4.5.5 Limitations and Exclusions**

The following activities are outside the scope of the Annual Preventive Maintenance service.



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- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

#### 1.4.5.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

#### 1.4.5.7 Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section.





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<b>RF SITE CHECKLIST – 4 SITES</b>	
<b>Level 1 PM Checklist</b>	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 1.4.5.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.



**1.4.5.8 Site Performance Evaluation Procedures**

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

<b>ASTRO 25 GTR ESS SITE PERFORMANCE</b>
<b>Antennas</b>
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
<b>FDMA Mode</b>
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
<b>TDMA Mode</b>
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)





## 1.4.6 Network Updates – SUA II

### 1.4.6.1 Description of Service

The ASTRO 25 Network Updates service periodically provides updates to system software, with associated implementation services and hardware changes, to keep the overall ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

### 1.4.6.2 Scope

As system releases become available, Motorola Solutions agrees to provide the Customer with the software updates and implementation services necessary to maintain the ASTRO 25 system. If needed to perform the software updates, Motorola Solutions will provide updated and/or replacement hardware for covered components. System release updates, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola Solutions' option, new system releases may introduce new features or enhancements that Motorola Solutions may offer for purchase. These new features, available separately for purchase, are not part of the Network Update service.

As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade in each eligible update window over the term of this agreement. The term of the Network Updates service is listed in Table 1-7. The eligible update windows, and their duration, are illustrated in Table 1-8.

**Table 1-7: Network Updates Term**

<b>Duration:</b>	4 Year(s)
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**Table 1-8: Eligible Update Windows**

First Eligible Update Window	Second Eligible Update Window	Third Eligible Update Window	Fourth Eligible Update Window
<b>Duration:</b>	<b>Duration:</b>	<b>Duration:</b>	<b>Duration:</b>
TBD Based on AIRS_AL Upgrade schedule	TBD Based on AIRS_AL Upgrade schedule	TBD Based on AIRS_AL Upgrade schedule	TBD Based on AIRS_AL Upgrade schedule

To be eligible for recurring ASTRO 25 Network Updates, the ASTRO 25 system must be in the Standard Support Period as defined in Motorola Solutions' Software Support Policy ("SwSP").

The methodology for executing each Network Update is described in Section 1.4.7.4: Update Planning and Preparation through Section 1.4.7.7: Update Completion.

ASTRO 25 Network Updates pricing is based on the system configuration outlined in Section 1.4.7.11: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 Network Updates price adjustment.

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The price quoted for Network Updates requires the Customer to choose a certified system update path from the system release update chart referenced in Section 1.4.7.10: ASTRO 25 System Release Update Paths. Should the Customer elect an update path other than one listed in Section 1.4.7.10: ASTRO 25 System Release Update Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system update. In this case, Motorola Solutions agrees to provide a price quotation for any additional materials and services necessary.

### 1.4.6.3 Inclusions

ASTRO 25 Network Updates entitles the Customer to eligible past software versions for the purpose of downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

ASTRO 25 Network Updates makes available the subscriber radio software releases that are shipping from the factory during the Network Updates coverage period.

The Network Updates service covers ASTRO 25 certified software releases for the following products:

- Servers.
- Workstations.
- Firewalls.
- Routers.
- LAN switches.
- MCC 7100 Dispatch Consoles.
- MCC 7500 Dispatch Consoles.
- MCC 7500E Dispatch Consoles.
- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- DSC 8000 Site Controllers.
- GCM 8000 Comparators.
- Motorola Solutions logging interface equipment.
- PBX switches for telephone interconnect.
- NICE and Verint IP logging solutions (if purchased).

The following hardware components, if originally provided by Motorola Solutions, are eligible for full product replacement when necessary to support the system release update:

- Firewalls.
- Servers.
- Workstations.
- CommandCentral AXS Hub.
- Routers.
- LAN switches.
- PBX switches for telephone interconnect.

The following hardware components, if originally provided by Motorola Solutions, are eligible for board-level replacement when necessary to support the system release update. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:



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- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- GCM 8000 Comparators.
- MCC 7500 Dispatch Console Voice Processing Module.

The ASTRO 25 Network Updates does not cover all products. Refer to Section 1.4.7.8: Limitations and Exclusions for exclusions and limitations.

The ASTRO 25 Network Updates applies only to system release updates within the ASTRO 25 7.x platform.

#### 1.4.6.4 Update Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled update.

##### 1.4.7.4.1 Motorola Solutions Responsibilities

- Obtain and review infrastructure system audit data as needed.
- If applicable, identify additional system hardware needed to implement a system release, and determine if the Customer has added hardware that is not covered under this agreement.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the actual field update implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the system update.
- Assign program management support required to perform the certified system update. Prepare an overall project schedule identifying key tasks and personnel resource required from Motorola Solutions and Customer for each task and phase of the update. Conduct a review of this schedule and obtain mutual agreement of same.
- Assign installation and engineering labor required to perform the certified system update.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the update path elected. This training needs to be completed at least 12 weeks prior to the scheduled update. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola Solutions will provide this training only once per system.

##### 1.4.7.4.2 Customer Responsibilities

- Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions resources for a system release update and provide necessary information requested by Motorola Solutions to execute the update. Review update schedule and reach mutual agreement of same.
- If applicable, provide network connectivity at the zone core site(s) for Motorola Solutions to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola Solutions will provide the network connection specifications, as listed in Section 1.4.7.4.1: Motorola Solutions Responsibilities. Network connectivity must be provided at least 12 weeks prior to the

scheduled update. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the system release update.

- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the system release update when applicable. Upon reasonable request by Motorola Solutions, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the Network Updates service is included in Section 1.4.7.11: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the Network Updates service. The Customer may purchase these under a separate agreement.
- Participate in release impact training at least 12 weeks prior to the scheduled update. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

#### 1.4.6.5 System Readiness Checkpoint

All items listed in this section must be completed at least 30 days prior to a scheduled update.

##### 1.4.7.5.1 Motorola Solutions Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus updates have been updated on the Customer's system.

##### 1.4.7.5.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus updates to the Customer's system have been completed.

#### 1.4.6.6 System Update

##### 1.4.7.6.1 Motorola Solutions Responsibilities

- Perform system infrastructure update for the system elements outlined in this Statement of Work ("SOW").

##### 1.4.7.6.2 Customer Responsibilities

- Inform system users of software update plans and scheduled system downtime.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software update services.





#### 1.4.6.7 Update Completion

##### 1.4.7.7.1 Motorola Solutions Responsibilities

- Validate all certified system update deliverables are complete as contractually required.

##### 1.4.7.7.2 Customer Responsibilities

- Cooperate with Motorola Solutions in efforts to complete any post update punch list items as needed.

#### 1.4.6.8 Limitations and Exclusions

The Customer and Motorola Solutions agree that systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO 25 Network Updates service unless otherwise agreed in writing by Motorola Solutions and included in this SOW.

Customer acknowledges that if the system has a Special Product Feature, that it may be overwritten by the software update. Restoration of that feature is not included in the coverage of this SOW.

The parties acknowledge and agree that the ASTRO 25 Network Updates does not cover the following products:

- MCC5500 Dispatch Consoles.
- MIP5000 Dispatch Consoles.
- E911 systems.
- MOTOBRIDGE solutions.
- ARC 4000 systems.
- Motorola Solutions Public Sector Applications Software ("PSA").
- Custom software, Computer-aided Dispatch ("CAD"), Records Management Software.
- Data radio devices.
- Mobile computing devices such as laptops.
- Non-Motorola Solutions two-way radio subscriber products.
- Genesis products.
- Point-to-point products, such as MPLS equipment, microwave terminals, and associated multiplex equipment.

ASTRO 25 Network Updates does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

ASTRO 25 Network Updates service does not include repair or replacement of hardware or software that is due to defects that are not corrected by the system release, nor does it include repair or replacement of hardware defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software; or excessive wear and tear; or accidental damage, power surges, neglect, acts of God or other force majeure events.

Updates for equipment add-ons or expansions during the term of this ASTRO 25 Network Updates service are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola Solutions.



January 2021

Items that are consumed in the normal operation of the hardware are excluded, such as accessories. The Network Updates service excludes repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola Solutions has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or worldwide web, or for hardware malfunction caused by the transmission medium.

Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 Network Updates coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 Network Updates coverage.

Any implementation services that are not directly required to support the certified system update are not included. Unless otherwise stated, implementation services necessary to provide system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system update are not included.

#### 1.4.6.9 Special Provisions

Any Motorola Solutions software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Solutions Software License Agreement. Any non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola Solutions makes no representations or warranties of any kind regarding non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

ASTRO 25 Network Updates coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola Solutions no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 Network Updates program. In either case, Motorola Solutions will refund to Customer any prepaid fees for ASTRO 25 Network Updates services applicable to the terminated period.

If the Customer cancels a scheduled update within less than 12 weeks of the scheduled on site date, Motorola Solutions reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The Network Updates annualized price is based on the fulfillment of the system release update in each eligible update window. If the Customer terminates, except if Motorola Solutions is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible update window if a system release update has been taken prior to the point of termination.





1.4.6.10 ASTRO 25 System Release Update Paths

The update paths for standard ASTRO 25 system releases are listed in Table 1-9.

**Table 1-9: Certified Standard ASTRO 25 System Release Update Paths**

ASTRO 25 System Release	Certified Upgrade Paths
Pre-7.16	Upgrade to Current Shipping Release
7.16	7.18
7.17.X*	A2019.2; A2020.1
7.18	A2021.1
A2019.2	A2021.2
A2020.1	A2021.2

The update paths for high security ASTRO 25 system releases for federal deployments are described in Table 1-10.

**Table 1-10: Certified High Security ASTRO 25 System Release Update Paths**

ASTRO 25 High Security System Release	Certified Upgrade Paths
7.17.X*	A2020.HS
A2020.HS	A2022.HS

\* Includes planned incremental releases.

The release taxonomy for the ASTRO 25 7.x platform is expressed in the form "ASTRO 25 7.x release 20YY.Z". In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO 25 System release with support for Public key infrastructure ("PKI") Common Access Card/Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release update paths can be found in the most recent SMA bulletin.
- The information contained herein is provided for information purposes only and is intended only to outline Motorola Solutions' presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola Solutions reserves the right to make changes to the content and timing of any product, product feature, or software release.

1.4.6.11 System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 Network Updates price adjustment.

**Table 1-11: System Configuration**

<b>Master Site Configuration</b>	
# of Master Sites	0
# of DSR Sites	0
<b>System Level Features</b>	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	0
MOSCAD NFM / SDM Clients	0
Network Management Clients	0
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
<b>Security Configuration</b>	
Firewalls	0
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
<b>RF Site Configuration</b>	
# of RF Sites	4
Simulcast Prime Sites (including co-located/redundant)	0
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	4
GTR 8000 Base Stations	13
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
<b>Dispatch Site Configuration</b>	
# of Dispatch Sites	0
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	0
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	0
<b>Third Party Elements</b>	
NICE Logging recorders (IP, Telephony, or Analog)	0
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0





**Idemia Identity & Security**  
 5705 W. Old Shakopee Road  
 Suite 100  
 Bloomington, MN 55437-3107  
 USA  
 Phone (800) 932-0890  
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM  
 QUOTATION**

QUOTE ID: 30288  
 QUOTE DATE: 04/09/21  
 CUSTOMER ID: BD-16515  
 PRICE LIST: SL-LAWENF

BILL TO: DALE COUNTY JAIL

202 S HWY 123

STE C

OZARK, AL 36360

United States

START DATE: 07/01/21  
 END DATE: 06/30/22

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: DALE COUNTY JAIL - 124 ADAM ST OZARK, AL 36360				
5300D-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE				
TPE-5300D-ALABAMA		53318-001	1	\$2,970.00
PRT-DUP-M95 ANNUAL 9/5 MAINTENANCE				
TPE-PRT-DUP		53318-002	1	\$342.00
<b>TOTAL:</b>				<b>\$3,312.00</b>

PLEASE CHECK PREFERRED BILLING:  ANNUAL INVOICE OR  QUARTERLY INVOICE OR  MONTHLY INVOICE

NAME: DOMINIQUE LESURE  
 TITLE: Maintenance Contract Admin  
 PHONE:  
 FAX: (952) 852-8747  
 EMAIL:

PO NUMBER: 26429  
 SIGNATURE BY: *Steve M. Jones*  
 NAME(Print) / DATE: Steve M. Jones / 06-22-21  
 TITLE:  
 PHONE / FAX: 334-774-6025 Ph - 334-774-1844 - Fax  
 EMAIL: rnelson@daleco.com

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

**AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM**

NOTE 53300-5DA

**IDEMIA IDENTITY & SECURITY USA LLC  
SYSTEM MAINTENANCE TERMS AND CONDITIONS**

*for use with*

**U.S. End User Customers**

*covering*

**Idemia® Live Scan Product Line**

**I. GENERAL SCOPE OF COVERAGE**

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

**II. MAINTENANCE SERVICES**

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

- Idemia shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *Idemia's 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.



- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall

pay for such after hours service on a time and materials basis at Idemia's then current rates.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

**E. Preventive Maintenance Services.** Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per

call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

**III. EXCLUSIONS FROM SERVICES**

**A. Exclusions.** The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

**B. Availability of Additional Services.** At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.



# **Association of County Commissions of Alabama Investing in Alabama Counties Program Maintenance and Support Membership Agreement**

## **The American Rescue Plan Act of 2021**

Pursuant to the American Rescue Plan Act of 2021, federal funds will be allocated directly to Alabama counties based on the county share of the U.S. population based on the most recent data available from the U.S. Census Bureau. The first half of these funds will be distributed in May 2021 and the second half will be distributed not sooner than 12 months later. These funds are designed to aid in response to the COVID-19 public health emergency and its negative impacts. The funds are to be used by December 31, 2024.

Pursuant to the American Rescue Plan Act of 2021, allowable uses of these funds are:

- to respond to the public health emergency with respect to COVID-19;
- to provide assistance to households, small businesses and nonprofits related to the negative economic impacts of COVID-19;
- to aid impacted industries such as tourism, travel and hospitality;
- to provide for government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency;
- to make necessary investments in water, sewer or broadband infrastructure; or
- to include premium pay for eligible workers performing essential work (as determined by each state) during the pandemic.

The United States Treasury is expected to issue more detailed guidelines for the expenditure of these funds in the near future. Alabama law will govern ways counties can offer services. Local governments are ultimately responsible for the appropriate use of the funds and should ensure that the proper internal controls are in place.

## **Purpose of the ACCA Investing in Alabama Counties Program**

The Association of County Commissions of Alabama (The Association) is organized for the purpose of promoting better county government, economy, efficiency in office, and representing the interests of the several counties of the State. The Association acts as an agency of cooperation among Alabama's counties and other governmental bodies for the advancement of the joint and several interests and general welfare of its members. The Association wishes to partner with counties in developing programs that best meet the needs of the participating counties and have the greatest lasting impact for each county. The Investing in Alabama Counties Program will serve as an educational, intergovernmental, compliance and technical resource to participating counties for the administration, planning, management and completion of projects authorized by the American Rescue Plan Act.

9. By signing this Agreement, both parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. A party found to be in violation of this provision shall not be entitled to a refund of any fees previously paid.

10. This Agreement is not assignable or transferrable to any other party.

11. This Agreement shall be construed, and the provisions hereof interpreted under and in accordance with the laws of the State of Alabama.

12. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

13. The terms of this Agreement may be supplemented, amended or modified as necessary under the provisions of the American Rescue Plan Act of 2021 or federal or state guidance and to allow for the best delivery of services to the County. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by both parties.

14. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express, or implied.

Executed on this the 22nd day of June, 2021.

~~THE COUNTY~~

*ACCA*

~~ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA~~

*The County*

By: \_\_\_\_\_  
Signature of Authorized Agent

By: *Steve McKinnon*  
Signature of Authorized Agent

\_\_\_\_\_  
Title

*Chairman*  
Title



Based upon the foregoing, the Association of County Commissions of Alabama (hereinafter "The Association") and Dale County Commission (hereinafter "The County") do hereby enter into this Maintenance and Support Membership Agreement (hereinafter "Agreement").

1. Pursuant to authority granted in Ala. Code § 11-1-15, *Code of Alabama* (1975), The County hereby agrees to participate in The Association's Investing in Alabama Counties Program wherein The Association will provide administrative, planning, management and completion support in the areas of educational, intergovernmental, compliance and technical assistance related to the use of funds received by The County from the American Rescue Plan Act of 2021.
2. The County understands and agrees that it will provide The Association with all information, cooperation and assistance that, in the opinion of The Association, is necessary for the proper implementation of this Agreement.
3. In maintenance and support of The Association's Investing in Alabama Counties Program, The County hereby agrees that it will appropriate to The Association a flat fee of 6% on the first \$7 million in funds to be received and 4% on any funds to be received in excess of \$7 million.
4. The County agrees that it will report to The Association the amount of the funds the County receives as the first tranche payment within 30 days of receipt of the funds or within 30 days of entering into this agreement whichever occurs later. The County agrees that it will report to The Association the amount of the funds the County receives as the second tranche payment and any subsequent payment within 30 days of receipt of the funds or within 30 days of entering into this agreement whichever occurs later.
5. The Association will provide an invoice to the County based on the funds received by the County as the first tranche payment, with the fee to be paid in accordance with the terms of paragraph 3 to the Association no later than October 6, 2021. The Association will provide an invoice to the County based on the funds received by the County as the second tranche payment and any subsequent payment with the fee to be paid in full to the Association within 30 days of receipt of an invoice.
6. The County agrees that it will comply with the requirements of The American Rescue Plan Act of 2021, any written guidelines provided by the United States Department of Treasury or the Office of the Inspector General, and all applicable requirements under Alabama or federal law. The Association will not be financially and/or legally responsible for any misuse of the funds by the County.
7. All parties understand and agree that all information exchanged with each other and/or any other entity pursuant to this Agreement and any procedures for the implementation, operation, or administration of the Investing in Alabama Counties Program, including but not limited to printed, written, oral, or computer-formatted information, shall be held in the strictest confidence and shall be used solely for the purposes that are the subject of this Agreement, unless otherwise provided by law. Both parties shall fully maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination, unless otherwise provided by law.
8. Both parties agree that this Agreement shall become effective upon execution by both parties and remain and continue in full force and effect until December 31, 2024, unless and until terminated in writing by either party upon 90 days written notice to the other party. Upon termination of the Agreement, a refund will be limited to unearned fees.

<b>Tuesday, June 22, 2021</b>			
<b>2021 Bid on Finishing Metal Building for Pistol Range</b>			
<b>Company</b>		<b>Bid Amount</b>	
<b>Hollon Contracting, LLC</b>		<b>No Bid</b>	
<b>Hughes Contracting Services, LLC</b>		<b>No Bid</b>	
<b>Lewis Construction</b>		<b>No Bid</b>	
<b>McClain Contracting, Inc.</b>		<b>\$154,900.00</b>	
<b>BCS, LLC</b>		<b>No Bid</b>	
<b>Tolleson Construction, LLC</b>		<b>\$175,000.00</b>	
<b>WCCS, LLC</b>		<b>\$215,800.00</b>	